

HelpAround Alert – End User License Agreement

Last Revised: 05 Jan 2015

This End Users License Agreement ("EULA") constitutes a legal agreement between you, an individual ("You", "Your", "Yourself" or "User") and HelpAround Inc. (herein after "We", "Us", or "Company"), governing Your use of the Company's application (the "Application") and any related services (the "Services").

The Application assists users to set up a safety net of helpful individuals, who may act as a group of personal helpers who may be able to assist them in case of need ("Personal Helpers" and "Safety Net", respectively), and communicate with them via the Application. Also, the application uses geo-location based technology to enable You to instantly notify your Personal Helpers and/or Uber Technologies Inc.'s ("Uber") taxi drivers ("Uber Drivers") of Your location in order for them to reach You in case of need. For such purpose, Uber is also equipping SOME of its Uber Drivers in select cities with glucose tablets, which may be of assistance to You in case of need (the "Services").

However, the Application and/or Services are not intended to substitute for emergency services, such as help provided by 911 dispatchers who send medical personnel to your location. WHERE A SITUATION MIGHT REQUIRE EMERGENCY SERVICES (e.g., YOU SHOULD IMMEDIATELY CONTACT THOSE SERVICES). Also, as with any software, this Application is not immune to fault, and for any number of reasons, Personal Helpers, Uber Drivers, and/or others may not be responsive to your needs for assistance. Therefore, you should not rely solely on this Application and/or Services in seeking assistance, and remain fully responsible for securing the assistance you need. WE ARE NOT LIABLE FOR ANY MEDICAL OR OTHER SITUATION THAT MIGHT OCCUR AS THE RESULT OF PROBLEMS WITH THE APPLICATION AND/OR SERVICES, RESPONSIVENESS OF PERSONAL HELPERS AND/OR UBER DRIVERS, OR ANY OTHER CIRCUMSTANCE WHICH DELAYS YOUR RECEIVING ASSISTANCE OF ANY KIND.

IMPORTANT: BY DOWNLOADING AND/OR INSTALLING AND/OR USING THIS APPLICATION AND/OR ANY OF THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE EULA AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO ANY OF THE EULA AND CONDITIONS OF THIS EULA - YOU ARE NOT ALLOWED TO USE THE APPLICATION AND ANY OF THE SERVICES AND ARE OBLIGED TO UNINSTALL AND ERASE THE APPLICATION FROM YOUR MOBILE DEVICE.

1. Grant of License.

Subject to the limitations and restrictions provided in this EULA, Company grants You a limited, personal, non-exclusive, non-sublicensable, non-transferable, and revocable worldwide license, to install and use the Application and Services in accordance with the terms and conditions of this EULA for the sole purpose of enabling You to use Our Services through Your mobile or portable device which may use Android Operating System and/or iOS Operating System ("Mobile Device"). For the avoidance of doubt, it is hereby made clear that this EULA does not

convey to You any interest in or title to the Application and/or any of the Services, but only limited rights to use the Application and/or any of the Services solely in accordance with the terms and conditions hereunder. Further, we may change or discontinue, temporarily or permanently, any feature of the Application at any time without notice.

2. Using the Application

2.1. By downloading and installing the Application and the Service, You grant Us with a non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license, consistent with Our Privacy Policy set forth in Section 6 of the EULA, to access your Mobile Device contact list and use such Contact List in order to check which contacts shall be eligible to become Personal Helpers on Your Safety Net. Also, should you choose to alert Personal Helpers on Your Safety Net of Your current location, or choose to call Uber Drivers with glucose tablets, You grant Us with a non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license, consistent with Our Privacy Policy set forth in Section 6 of the EULA, to access your Mobile Device geo-location features and retrieve Your current location.

2.2. In order to protect Your privacy and the general security of Our users, You are hereby requested to notify Us immediately if You become aware of any unauthorized use of Your User's Information. We will use commercially reasonable efforts do our best to resolve the problem but please be aware that We will not be liable for any loss or damage arising from any unauthorized use of Your User's Information or any other breach of security.

2.3. You hereby acknowledge and agree that any personal information about You and about Your Personal Helpers, including information about their medical health, is considered sensitive personal information and You hereby represents and warrants to Us that You explicitly consent to provide this sensitive personal information to Us and that You have explicitly obtained the consent of any of the Personal Helpers to provide their sensitive personal information to Us in order for Us to provide You with the Services and for other purposes of this EULA as set forth below.

3. Intellectual Property Rights

The Application and the Services, including without limitation, the proprietary algorithms and methods, inventions, patents and patent applications, copyrightable material, graphics, text, sounds, music, designs, specifications, data, technical data, videos, interactive features, software (source and/or object code), files, interface, GUI and trade secrets pertaining thereto (collectively, "Intellectual Property"), are fully owned or licensed to Us and are subject to copyright and other applicable intellectual property rights under applicable laws, foreign laws and international conventions. Except as provided herein, You are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any of the Intellectual Property not as explicitly permitted to You under this EULA. All rights not expressly granted to you in this EULA are reserved by Us and Our licensors.

4. Use Restrictions

4.1. While using Our Application and/or Services, there are certain types of behaviors which are strictly prohibited, as appears in the list below. Please read this list carefully. Your failure to comply with the provisions set forth herein may result in the suspension or blocking of Your use of the Application and/or Services and may expose You to civil and/or criminal liability.

Also, we may investigate possible occurrences of such prohibited behaviors, and we may involve and cooperate with law enforcement authorities in prosecuting anyone involved with such violations. Our failure to act with respect to a breach by you or others of these Terms of Use does not waive our right to act with respect to similar or other breaches.

4.2. You may not, whether by Yourself or anyone on Your behalf:

4.2.1. copy, modify, alter, adapt, make available, translate, reverse engineer, decompile, or disassemble any portion of the Application and/or the Services, including but not limited to, other User's Information;

4.2.2. create a browser, frame, border environment or GUI around the Application and/or the Service;

4.2.3. interfere with or disrupt the operation of the Application and/or the Services, or the servers or networks that host the Application and/or the Services or make the Application and/or Services available, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;

4.2.4. interfere with or violate other users' rights to privacy and other rights, or harvest or collect data and information about users, including, inter alia, any User's Information, without their express consent, whether manually or with the use of any robot, spider, crawler, site search or retrieval application, or other automatic device or process to access the Application and/or Services and/or retrieve index and/or data-mine information;

4.2.5. publish or make use in any way any information about users of the Application and/or Services, including, inter alia, any sensitive personal information, without their expressed consent;

4.2.6. impersonate any person or entity or provide false or misleading personal information;

4.2.7. transmit or otherwise make available through or in connection with the Application and/or Services any virus, "worm", "Trojan Horse", "time bomb", "web bug", spyware, or any other computer code, file, application or program that is malicious by nature or defective, and 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;

4.2.8. use the Application and/or Services or other sensitive personal information for any illegal, unlawful or unauthorized purposes;

4.2.9. use the Application, the Services and/or other sensitive personal information for any commercial or other non-personal purposes, including any usage which generates any revenues, whether directly or indirectly, without Our prior written consent.

4.2.10. use the Application, the Services and/or other sensitive personal information for purposes of harassment, stalking, scolding, mocking, humiliating, offending, provocation, violence or any other purpose which may endanger other users.

5. Representations and Warranties by the User

5.1. As a condition to Your use of this Application and/or Service, You hereby represent and warrant that:

5.1.1. You are at least 18 years of age and possess the legal authority to enter into this EULA, to use the Application and/or Services in accordance with all terms and conditions herein, and to fully perform Your obligations hereunder (e.g. You do not have any pending stay of exit order against You).

5.1.2 If you are providing the Application and/or Services to someone who is not legally competent to consent to this agreement (e.g., a minor child), you (a) are the parent or guardian of the individual to whom the Application and/or Services are being provided, and are legally allowed to provide consent of the individual's behalf, (b) will review the terms of this EULA and proper use of the Application and/or Services with the individual, including but not limited to the fact that the Application and/or Services are not intended to substitute for emergency services, and that the individual should immediately contact emergency services in case of emergency, (c) will help the individual select appropriate Personal Helpers for their Safety Net, and (d) will obtain the individual's assent to the terms of this EULA if such assent is required by law within your jurisdiction for the EULA to be enforceable as to the individual.

5.1.3. You are financially responsible for Your use of this Application and/or Services;

5.1.4. the execution of this EULA does not and will not violate any other agreement to which You are bound or any law, rule, regulation, order or judgment to which You are subject;

5.1.5. Your use of the Application and/or Services has not been previously suspended, nor Your access to the Application and/or Services has been previously blocked by Us;

6. 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 the Company's practices regarding the information the Company collects when You use the Application and/or any of the Services. Below You will find a detailed list of the information the Company collects, how the Company intend to use it and for which purposes:

What information does the Company collect?

Two types:

- Non identifiable and anonymous information which consists of technical information and behavioral information ("Non Personal Information")
- Individually identifiable information which consists of any personal details provided voluntarily by You to Company, either directly or through the Application and/or Services, such as:
 - Your mobile phone number, upon Your prior consent;
 - Your name

("Personal Information").

For which purposes do the Company collect Non-Personal information?

- To learn about general trends of usage of the Application and/or any of the Services, and enhance Your experience on the Application; and
- Statistical purposes.

Personal Information is collected in order to:

- Improve Our ability to connect You to Personal Helpers and Uber Drivers.
- Improve Our ability to route as relevant as possible Personal Helpers and Uber Drivers to You.

Sharing the information with third parties:

- WE WILL NOT SHARE YOUR PERSONAL INFORMATION WITH ANY THIRD PARTY, EXCEPT FOR THE FOLLOWING CASES: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce this EULA, including investigation of potential violations of such the terms of this EULA; (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 regarding violation of the rights of third-parties; (f) to respond to claims that contact information (e.g. name, email 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 Company, its Users, or the general public; (h) when Company is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of the assets of Company; and (i) pursuant to Your explicit approval, in order to supply certain Services You have requested from Company.
- You hereby acknowledge and agree that the Application and Services may collect and process Personal Information and Non-Personal Information in accordance with this Section 6. If You have any questions or concerns with regard to privacy issues, please contact Us through the

following address: contact@helparound.cc For the avoidance of doubt, if You do not agree with this Privacy Policy You are not allowed to use the Application and/or any of the Services.

7. Trademarks

HelpAround", "HelpAroundApp" Our company logo and other commercial identifiers We use in connection with the Application and any of the Services are all trademarks and/or trade names of Ours or of Our third party licensors, whether registered or not. No right, license, or interest to such trademarks or trade names is granted hereunder, and You agree that no such right, license, or interest shall be asserted by You with respect to such trademarks and/or trade names.

8. Disclaimer and Warranties

THE APPLICATION AND/OR THE SERVICES ARE AT THEIR ALPHA STAGE AND PROVIDED HERE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT WARRANT THAT THE USE OF THE APPLICATION AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE MAY CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE APPLICATION AND THE SERVICES, AT ANY TIME.

WE MAKE NO REPRESENTATION REGARDING THE SUITABILITY OF THE SERVICES OR OTHER INFORMATION PROVIDED THROUGH IT, OR THAT THE APPLICATION AND/OR SERVICES WILL MEET YOUR REQUIREMENTS OR ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY STANDARDS, AND DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SERVICES, AND WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE OF ANY AND ALL INFORMATION RECEIVED THROUGH THE APPLICATION AND SERVICES.

WE MAKE NO REPRESENTATION REGARDING OUR ABILITY TO SUCCESSFULLY FIND POTENTIAL HELPERS AND/OR UBER DRIVERS AROUND YOU NOR THAT SUCH POTENTIAL HELPERS AND/OR UBER DRIVERS WILL HAVE THE ABILITY TO PROVIDE WITH THE SOUGHT AFTER HELP IN A SATISFACTORY MANNER. WE DO NOT WARRANT THAT YOU WOULD EVENTUALLY FIND ANY PERSONAL HELPERS OR UBER DRIVERS NOR THAT YOU WILL BE RECEIVING THE HELP REQUESTED BY YOU.

WE ACT MERELY AS A VENUE BETWEEN YOU AND THE PERSONAL HELPERS AND UBER DRIVERS, AND ARE NOT, IN ANY CASE, DIRECTLY OR INDIRECTLY INVOLVED IN ANY TRANSACTION BETWEEN YOU AND THE PERSONAL HELPERS OR BETWEEN YOU AND THE UBER DRIVERS, OR BETWEEN ANY OTHER THIRD PARTY AND YOURSELF.

9. Limitation of Liability

THE USE OF THE APPLICATION AND/OR SERVICES IS SOLELY AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION RESULTING FROM OR ARISING OUT OF THE USE OF THE APPLICATION AND/OR THE SERVICES OR THE INABILITY TO USE THE APPLICATION AND/OR SERVICES, REGARDLESS OF WHETHER WE OR AN AUTHORIZED REPRESENTATIVE OF OURS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE LIABILITY IS MANDATORY IN WHICH EVENT LIABILITY FOR DAMAGES SHALL BE LIMITED TO TEN (10) US DOLLARS.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any particular warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

10. Indemnification

You agree to defend, indemnify and hold Us, Our officers, directors, employees and agents harmless, 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 of the Application and/or Services; (ii) Your violation of any term of this EULA; (iii) Your violation of any third party rights, including without limitation any intellectual property rights or privacy right; and (iv) any damage of any sort, whether direct, indirect, special or consequential, You may cause to any third party with relation to the Application and/or the Services. This defense and indemnification obligation will survive this EULA.

11. General

11.1. This EULA 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.

11.2. Any claim relating to the Application and/or the Services or its 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.

11.3. Any dispute arising out of or related to your use of the Application and/or Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv-Jaffa 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.

11.4. If any provision of this EULA is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this EULA and will not affect the validity and enforceability of any remaining provisions.

11.5. 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.

11.6. This EULA constitutes the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between You and the Company.

12. Complaints

If You feel that any of Your personal rights has been compromised on the Services, or the Application please contact Us at: contact@helparound.cc [and We will exert Our best efforts to handle Your complaint.

For information or questions contact:

HelpAround Inc.

mail: contact@helparound.co