

HelpAround – Terms of Use & Privacy Policy

Last Revised: [15-Dec-2016]

1. Introduction

This Terms of Use ("Terms") is a legal agreement between You, either an individual or a single entity and HelpAround Inc. (hereinafter, the "Company", "We") governing Your use of the Company's application, and any associated documentation ("Application"), and Your use of any of the Company's services which are rendered through the Application ("Services").

HelpAround is a platform which uses a smart and unique search algorithm (the "Algorithm") to match and connect users of Social Networks (as such term is defined below), who seek the help of others ("Help Seeker") and Helpers (as such term is defined below) who are willing to provide the sought after help.

A Help Seeker, Potential Helper and Helper (as such terms are defined below) shall be referred hereinafter severally as "You" or a "User".

2. Using the Application

2.1. Use of the Application by Help Seekers

2.1.1. Once a Help Seeker clicks on the "Find Help" button, the Application will seek help around the geographic location of such Help Seeker, including, inter alia, by sending tweets or other notifications ("Help Request(s)") to users of the applicable social network, including, among others, Twitter (the "Social Network"), whom We suspect, at Our sole discretion, may be able to assist such Help Seeker ("Potential Helper(s)").

2.1.2. Once a certain Potential Helper accepts the Help Request (and becomes an active "Helper"), a notification or a text message (subject to the Help Seeker's prior consent) is sent to the Help Seeker to inform her/him that a certain Potential Helper has agreed to help her/him and may then refer the parties to enter into a chat room on the Application (the "Chat") in order to discuss and coordinate the arrangements necessary for the Helper to render help to the Help Seeker.

2.1.3. You hereby acknowledge and agree that all Help Requests sent by Us to Potential Helpers are being sent pursuant to Your explicit instructions. In no event shall We be considered liable or responsible for any claim or complaint that may arise by any of the Potential Helpers or other third parties with respect to the Help Requests.

2.1.4. You hereby further acknowledge and agree that the Help Requests may contain certain information derived from Your public Social Network account information such as

Your name, location, profile picture, activities and the content of Your status updates and other notifications ("Public Profile Information").

2.1.5. You hereby acknowledge and agree that We do not perform any due diligence or independent verification of information provided to us by the Helpers and do not warrant that their intention to provide the sought after help is genuine, authentic, and honest, nor that they have the necessary resources or ability to provide such help. All communications and transactions between You and any of the Helpers are at Your own risk and We shall not be liable for any loss or damage incurred by You as a result of the engagement with any of the Helpers or the outcome of such engagement.

2.1.6 You hereby acknowledge and agree that your use of the HelpAround application ("**Application**") and the information provided thereunder is for informational purposes only, and should not be construed as any medical or other professional advice and/or service. In any event, and in particular, in case of an emergency, you should only seek professional assistance and not rely on the Application and/or any services and/or information provided through it.

2.1.7 By using the HelpAround application, you consent to receiving offers, promotions, or other communications from HelpAround Inc and its Partners. These communications will be presented to you in the form of interactive Direct to Consumer Pharmaceutical Advertisements. All such offers, promotions, and communications may include their own set of terms, conditions, and privacy considerations that you will be given an opportunity to review and opt-in to or out of.

2.2. Use of the Application by Helpers

2.2.1. In order to assist Help Seekers find Potential Helpers, the Application detects Social Network users who may be able to offer the help required by using certain parameters including, but not limited to, such users' geographic proximity to the Help Seekers, previous experience with such users, etc. ("Potential Helper(s)"). When a Potential Helper is detected, a Help Request will be sent on behalf of the applicable Help Seeker to such Potential Helper asking for such Potential Helper's assistance.

2.2.2. You hereby acknowledge and agree that We do not perform any due diligence or independent verification of information provided to Us by the Help Seekers, and do not warrant that their request for help is genuine, authentic, and honest, nor that their request is lawful, legitimate, and/or appropriate. All communication and transaction between You and any of the Help Seekers is at Your own risk and We shall not be liable to any loss or damage incurred by You as a result of the engagement with any of the Help Seekers or the outcome of such engagement.

3. Acceptance of the Terms

3.1. By using the Application and/or any of the Services, You hereby acknowledge and agree that You have fully read and understood these Terms, and that You agree to be bound by them and to comply with all applicable laws and regulations regarding the use of the Application and/or Services.

3.2. If You do not agree to the Terms, do not use the Application and/or any of the Services. The Terms may be revised and updated from time to time, with or without notice. We shall make reasonable efforts to post a prominent notice in case the Terms shall change substantially. We urge You to check the Last Revised date which appears at the top of the Terms.

By using the Application and/or any of the Services You hereby acknowledge and agree that these Terms constitute a binding and enforceable legal contract with us.

3.3. We may suspend and/or discontinue Your use of the Application and/or Services, or block Your access to the Application and/or Service in Our sole discretion with or without any reason;

3.4. If You request not to receive any further notifications from the Application, whether as a Help Seeker and/or as a Helper, please notify Us at the following address: optout@helparound.cc.

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 Service and may expose You to civil and/or criminal liability.

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 any of the Services;

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

4.2.3. interfere with or disrupt the operation of the Application and/or any of the Services, or the servers or networks that host the Application and/or the Services or make the 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 the rights to privacy and other rights of any of the other users of the Application and/or any of the Services, or harvest or collect data and information about such users without their express consent, whether manually or with the use of any robot, spider, crawler, application search or retrieval application, or other automatic device or process to access the Application and/or Service and/or retrieve index and/or data-mine information;

4.2.5. impersonate any person or entity or provide false or misleading personal information

to Us or other User;

4.2.6. transmit or otherwise make available through or in connection with the Application and/or any of the 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;

4.2.7. use the Application and/or any of the Services, including the Chat, for any illegal, unlawful, illegitimate, inappropriate and/or unauthorized purposes;

4.2.8. use the Application and/or any of the Services for any commercial or other non-personal purposes, nor use the Application in order to generate revenues of any kind, without Our prior written consent.

4.2.9. use the Application and/or Services, including the Chat, for purposes of harassment, stalking, scolding, 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 Services, You hereby represent and warrant that:

5.1.1. You are at least 13 years of age and possess the legal authority to enter into these Terms, to use the Application and/or Services in accordance with all terms and conditions herein, and to fully perform Your obligations hereunder. If You are 13 or older but under the age of 18, You should review these Terms with Your parent or guardian to make sure that You and Your parent or guardian understand it;

5.1.2. the execution of these Terms does not and will not violate any other agreement to which You are bound, including, without limitation, any terms of use of the applicable Social Network, or any law, rule, regulation, order or judgment to which You are subject;

5.1.3. You are using the Application and/or any of the Services solely for Your own use; You genuinely intend to seek the help of Potential Helpers and or to offer Your help to Help Seekers. You shall not intentionally mislead Us or other Users regarding the purposes of Your use of the Application and/or any of the Services; and

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

6. Privacy Policy

6.1. 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, including but not limited to:
- All actions, navigation, selections and clicks done on the Application and/or Service;
- Clicks on links generated by Us;
- Frequency and length of usage of the Application and/or Services;
- Frequency and patterns of usage of different features of the Application and/or Services.

("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:
- Public Profile Information from various Social Networks;
- Your mobile phone number, upon Your prior consent;
- Information about You publicly available on the web, such as blogs.
- Your Application usage history and/or the history of using any of the Services (including, among others: the kind of help You offered as a Helper and kind of help sought by You as a Help Seeker) (**"Personal Information"**).

For the sake of clarity, any Non-personal Information combined with Personal Information shall be regarded as Personal information.

For which purposes do the Company collects 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 Potential Helpers.
- Improve Our ability to route as relevant as possible Help Requests 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 these Terms, including investigation of potential violations of such the terms of these Terms; (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. Intellectual Property Rights

7.1. The Application and any of the Services, including without limitation, the Algorithm, 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. Notwithstanding the above, certain content and features made available or displayed through the Application and/or Services, including without limitation, graphics, photos, sounds, music, videos, interactive features, software, scripts, interface, trademarks, service marks and logos may be owned by third parties.

7.2. 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.

8. 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.

9. Disclaimer and Warranties

9.1. 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 OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.2. 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.

9.3. WE MAKE NO REPRESENTATION REGARDING THE SUITABILITY OF THE SERVICES OR OTHER INFORMATION PROVIDED THROUGH IT, 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.

9.4. WE MAKE NO REPRESENTATION REGARDING OUR ABILITY TO SUCCESSFULLY FIND HELPERS OR REGARDING SUCH HELPERS ABILITY TO PROVIDE WITH THE SOUGHT AFTER HELP IN A SATISFACTORY MANNER. WE DO NOT WARRANT THAT YOU WOULD EVENTUALLY FIND ANY HELPERS NOR THAT YOU WILL BE RECEIVING THE HELP REQUESTED BY YOU AS A HELP SEEKER.

9.5. WE ACT MERELY AS A VENUE BETWEEN THE HELP SEEKERS AND THE HELPERS, AND ARE NOT, IN ANY CASE, DIRECTLY OR INDIRECTLY INVOLVED IN ANY TRANSACTION BETWEEN HELPERS AND THE HELP SEEKERS OR BETWEEN ANY OTHER THIRD PARTY AND YOURSELF.

10. 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 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.

11. 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 any of the Services; (ii) Your violation of any term of these Terms; (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 any of the the Services. This defense and indemnification obligation will survive these Terms.

12. General

12.1. 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.

12.2. Any claim relating to the Application and any of 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.

12.3. 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.

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

12.5. No waiver by either party of any breach or default hereunder will be deemed 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.

12.6. These Terms 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.

13. 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.cc