

## **HOMERUN END USER LICENCE AGREEMENT (“EULA”)**

**ISSUED BY Sustainable Commute Solutions Limited (“HomeRun”).**

Last updated 23 April 2018

THESE TERMS AND CONDITIONS (“TERMS”) APPLY AND SHALL HAVE EFFECT IN RESPECT OF ALL USE OF THE HOMERUN iOS AND ANDROID APP (APP”).

WHEN YOU ARE USING THE iOS APP, PLEASE NOTE THAT THESE TERMS ARE IN ADDITION TO ANY APPLICABLE TERMS AND CONDITIONS OF APPLE INC. (“APPLE TERMS”). THE APPLE TERMS ARE THEREFORE DEEMED INCORPORATED INTO THESE TERMS.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING, DOWNLOADING, PURCHASING OR INSTALLING HOMERUN, APPLICABLE FEATURES OR CONTENT AND USING THE RELATED HOMERUN SERVICE.

**THIS APPLICATION IS SOLELY FOR USE BY PARENTS, INCLUDING FOSTER PARENTS AND LEGAL GUARDIANS (“PARENTS”) WHO HAVE CHILDREN AT SCHOOLS WHICH ARE LICENSEES/SUB LICENSEES OF THE HOMERUN SERVICE (DEFINED BELOW), AND WHO HAVE RECEIVED A WRITTEN NOTIFICATION THAT THEIR SCHOOL HAS REGISTERED WITH THE HOMERUN SERVICE (“AUTHORISED SCHOOL”). IF YOU HAVE NOT RECEIVED SUCH A NOTIFICATION, PLEASE DO NOT DOWNLOAD THE APP. YOU WILL BE UNABLE TO USE IT UNLESS YOU ARE AN AUTHORISED SCHOOL EMPLOYEE.**

**HOMERUN TAKES SAFETY EXTREMELY SERIOUSLY, PLEASE DO NOT INTERACT WITH THE APP WHILST YOU ARE DRIVING.**

**WHEN USING THE CAR POOLING AND JOURNEY SHARING SERVICES, PLEASE MAKE ALL NECESSARY ENQUIRIES OF THE FELLOW PARENT. TO ENSURE THAT YOU ARE HAPPY THAT THEY ARE A SAFE & RESPONSIBLE GUARDIAN FOR THE JOURNEY.**

### **1. LICENCE.**

- 1.1. Subject to your compliance with all conditions of these Terms HomeRun grants you a non-exclusive, personal, revocable, non-transferable license to use the HomeRun App for the HomeRun Service on a mobile device which you own or control (the “Device”). Where you download and use the iOS (Apple) version of the App, then your usage is also subject to the Usage Rules set forth in the Apple App Store Terms of Service (<http://www.apple.com/uk/legal/terms/>) and clause 9 of these Terms. You must not:
- 1.1.1. use, copy, transfer or distribute the App or any part of it except as expressly permitted by these Terms;
  - 1.1.2. modify, adapt, merge, translate, decompile, disassemble, or reverse engineer this App;
  - 1.1.3. remove, modify, or tamper with any copyright, trademark or other notice;
  - 1.1.4. use this Software for any illegal, unlawful or immoral purposes. The licence to use the App is dependent on you being a Parent of a pupil at an Authorised School or an employee at the Authorised School.

### **2. HOMERUN SERVICE.**

- 2.1. HomeRun has been appointed by certain Authorised Schools to provide the App to Parents, and which on behalf of the Authorised School provides the following services (“HomeRun Service”):
- 2.1.1. Parents may track their children’s journey to the Authorised School as part of the child’s commute to school and back home;
  - 2.1.2. Contact other Parents at the Authorised School who use the App;

- 2.1.3. Provides and maintains certain online functionality, and interactivity and other online features on an “as is” available basis, relating to HomeRun subject to these Terms.
  - 2.1.4. Parents and the Authorised School may use the feed function which includes an interactive notice board used to share school information.
- 2.2. In connection therewith the following additional terms apply:
- 2.2.1. The HomeRun Service is for personal use only by Parents of an Authorised School, on an “as is” basis and all use must be in accordance with these Terms.
  - 2.2.2. Your personal data, and personal data of your child, is handled by HomeRun in accordance with the Privacy Policy, available on the website [www.homerun-app.com](http://www.homerun-app.com)
  - 2.2.3. To use the HomeRun Service you must be 18 years old or older and a Parent of a pupil at an Authorised School. By using the HomeRun Service you therefore confirm that you are 18 years old or older and you are a Parent with children attending an Authorised School.
  - 2.2.4. As a Parent, you may install a copy of the HomeRun App on your child’s own device, provided that they are a pupil at an Authorised School.
  - 2.2.5. Whilst every reasonable effort has been made to ensure the accuracy of the information on the App, HomeRun gives no warranty and makes no representation as to the accuracy, or validity of the information and material contained within the HomeRun Service or App and shall not be responsible for any loss or damage caused as a result of any use of such information or material.
  - 2.2.6. You agree and undertake that you will not post, communicate, transmit or make available to or through the HomeRun Service statement, material, communication or content that:
    - (a) is unlawful or which gives rise to civil or criminal liability;
    - (b) infringes the intellectual property rights of any third party;
    - (c) is technically harmful such as computer viruses, worms, logic bombs or other malicious software or harmful data;
    - (d) is abusive, seditious, sexist, pornographic, homophobic, defamatory, libelous, discriminatory, obscene or racist;
    - (e) harasses any person;
    - (f) may be deemed a marketing or commercial communication or promotes the products or services of any person;
    - (g) contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; or
    - (h) solicits, promotes, invites, encourages, advocates, incites or provokes any or all of the foregoing.
- 2.3. HomeRun shall be entitled to remove, restrict, suspend or alter any Parent’s account upon its sole and absolute discretion, including, but not limited to, the unacceptable use of the App, as described in these Terms.
- 3. HOMERUN SERVICE ACCOUNTS.**
- 3.1. In order to use the HomeRun Service you will need to set up a username and password when you first download and use the App.
  - 3.2. If you forget or lose your login details then please use the username or password reminder.
  - 3.3. You undertake that all the information supplied during registration is truthful, complete and correct.
  - 3.4. You accept and understand that you are obliged to ensure that all information held about you by the Authorised School is up to date and that you can amend your registration details at any time through the App.
  - 3.5. HomeRun can only access personal information relating to you or your child, with your consent.

- 3.6. The username and password chosen by and issued to you upon registration is personal to you in order to enable your use of and access to the HomeRun Service and must not be disclosed to any third party without HomeRun's prior written consent.
- 3.7. In the event that you believe your username, password or account to have been compromised you must inform HomeRun immediately.
- 3.8. You agree that you are and shall remain responsible for maintaining the confidentiality of your password and username.
- 3.9. **DO NOT SHARE YOUR USERNAME OR PASSWORD WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR ACCOUNT. HOMERUN IS NOT LIABLE FOR ANY NEGLIGENT OR IMPROPER USE OF YOUR USERNAME, PASSWORD OR ACCOUNT OR ANY USE BY ANY THIRD PARTY.**
- 3.10. By using the HomeRun Service you confirm that you have the necessary hardware, software and capability required to do so and that HomeRun shall have no liability in relation to hardware, software or anything else required to make use of HomeRun or HomeRun Service.
- 3.11. You cannot assign or transfer your account or these Terms.
  
4. **LOCATION DATA.** HomeRun will make use of location data sent from the Device when you activate the 'start journey' or 'Always share with parent' feature. You can choose to deactivate this functionality at any time by turning off either function or the location services settings for HomeRun on your Device, however this will limit your use of the App. The App only tracks your location on journeys when you have started the tracking feature. We stop tracking when you activate the 'stop journey' feature or switch off the 'Always share with parent' toggle. You should turn on the tracking feature as you are about to start your journey and when you reach your destination so as to accurately understand the journey taken.
  
5. **CONSENT.** If you use HomeRun, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data during the school commute to provide and improve our location-based and road traffic-based products and services. To enable HomeRun and the Authorised School and relevant Council to understand (**on an aggregated and anonymous basis**) data about your journey to school, including: journey taken, journey time, CO2 emissions, transport mode, fuel consumption, journey route. You may choose to opt out and withdraw this consent, at any time, by turning off the location services settings. HomeRun, the Council and the Authorised Schools hold such data on an anonymous basis so that they can understand journey patterns and measures to improve environmental impacts of journeys to and from the Authorised School. Please see our Privacy Policy for further details.
  
6. **HOMERUN SERVICE WARRANTY AND LIABILITY.**
  - 6.1. HomeRun will use reasonable efforts to make the HomeRun Service available from the date on which you download the App, subject as set out in these Terms.
  - 6.2. HomeRun will not be liable in any amount for failure to perform any obligation under these Terms if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.
  - 6.3. To the maximum extent permitted by law, HomeRun gives no warranty in connection with the App and HomeRun Service and excludes liability for any loss or damage of any kind, howsoever arising, including without limitation any direct, indirect, punitive or consequential loss or loss of profits or data - whether or not such arises out of any problem you notify to HomeRun - and HomeRun shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:
    - 6.3.1. the availability of the HomeRun Service or App;
    - 6.3.2. any incorrect or inaccurate information on the HomeRun Service or App and all errors, interruptions to or delays in updating the HomeRun Service and App;
    - 6.3.3. the availability, quality, content or nature of the other sites on the internet that are owned and operated by third parties ("External Sites") to which the HomeRun Service

links and web sites located on or through any External Site, nor for any transactions involving External Sites (including as to 'cookies', personal data, confidential information, or purchases of domain names or other services) You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links, web site or transactions;

- 6.3.4. HomeRun is not for commercial use or use in a commercial environment and HomeRun will not in any event be liable in any way for any commercial damage or loss;
- 6.3.5. HomeRun will not be held liable for any damage, injury or loss if caused as a result of your negligence, accident of misuse, or if HomeRun has been modified in any manner (not by HomeRun or its Licensors) after it has been bought;
- 6.3.6. This App and HomeRun service is provided "As is" without warranty or guarantee of any kind, either express or implied, including, without limitation, the implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or infringement;
- 6.3.7. HomeRun does not warrant that the operation of HomeRun will be uninterrupted or error free or that errors can be corrected;
- 6.3.8. you install and use the app at your own risk;
- 6.3.9. all representations, warranties, conditions and other terms which but for this notice would have effect.

7. **CONSUMER RIGHTS.** THESE TERMS ABOVE SHALL NOT LIMIT ANY RIGHTS YOU MIGHT HAVE AS A CONSUMER THAT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW, NOR SHALL IT EXCLUDE OR LIMIT HOMERUN'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

**8. APPLE DEVELOPER TERMS.**

- 8.1. The following terms of this clause are the terms which HomeRun is required by Apple to notify you of and obtain your consent in respect of using the iOS version of the HomeRun App (Apple iPad, iPhone and iPod etc). Accordingly, the following provisions only apply to your use of the App in iOS:
- 8.2. You and HomeRun acknowledge that this agreement concluded between you and HomeRun only, and not with Apple Inc, nor any subsidiary or affiliate company of Apple Inc, ("Apple"). You also acknowledge that Apple is not responsible for the App and HomeRun Service and the content thereof.
- 8.3. HomeRun is solely responsible for providing support and maintenance for the App. You and HomeRun acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App and HomeRun Service.
- 8.4. You acknowledge that HomeRun, and not Apple, is responsible for addressing any claims you may have relating to the App or the HomeRun Service or your possession and/or use of the App and HomeRun Service, including but not limited to: (i) product liability claims; (ii) any claim that the App or HomeRun Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 8.5. You acknowledge that in the event of a third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, then HomeRun shall be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property right infringement claim, and not Apple.
- 8.6. You represent and warrant that (i) you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (ii) you are not listed on any US Government list of prohibited or restricted parties.
- 8.7. You acknowledge and agree that Apple are third party's beneficiaries of these Terms, and that when you accept these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

8.8. HomeRun uses third party software and services provided in the App (explained above). Use of the App is therefore subject also to your acceptance and compliance of these third party terms and you agree to comply with the applicable third party terms and conditions when using the App. More information about this can be found in our Privacy and Data Policy.

**9. OWNERSHIP.**

9.1. All right, title, interest and ownership rights in the App and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefore and other intellectual property rights (“Intellectual Property Rights”), in or connected with the App and each part thereof (including by way of example only any titles, code, themes, objects, characters, stories, catchphrases, concepts, artworks, animations, sounds, music, audio-visual effects and methods of operation) are owned by, belong to and vest in HomeRun or its licensors.

9.2. All rights are asserted and reserved by HomeRun.

9.3. The App may contain certain licensed materials and HomeRun licensors may act to protect their rights in the event of any breach of these Terms. All trademarks are the property of their respective owners.

9.4. You may NOT translate, reverse engineer, modify, adapt, disassemble, decompile, merge or create derivative based on the App or HomeRun Service unless expressly permitted by applicable law but if you do, the product and all end results of those acts shall belong to, vest in and be the exclusive property of HomeRun on creation.

**10. SEVERABILITY.**

10.1. In the event that any provision of these Terms shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of these Terms shall remain in full force and effect.

**11. SYSTEM REQUIREMENTS.**

11.1. This App has been developed to work on the latest versions of Android and iOS at the time of its release. Apple, Google and other Android vendors may from time to time update their software, and we will endeavour, but shall not be obligated, to update the App if applicable to ensure that its functionality and performance continues with updates. It is your obligation to ensure that you are using the latest public release of iOS or Android.

**12. APPLICABLE LAW.**

12.1. To the maximum extent permitted by the local law applicable in the country in which you obtain or use the App (including the HomeRun Service) and these Terms are subject to English Law.

12.2. In the event that English Law cannot apply in the country you obtained or use the App, local law will apply.

**13. SUPPORT AND CONTACTING US.**

13.1. The App is provided “as is”. However if you need any help and support please review the FAQs on our website:

13.2. In the event that the FAQs does not solve your query, then you may email [info@homerun-app.com](mailto:info@homerun-app.com) and we shall endeavour to assist you.

13.3. We may contact you using your email address or via the App.

13.4. **Contact us:** HomeRun, 9 Grange Gardens, London NW3 7XG [info@homerun-app.com](mailto:info@homerun-app.com)