

www.homesliving.com - Terms of Use

Last Revised: Aug. 30, 2020

Hommz Technologies Ltd., its affiliates and its existing subsidiaries (if any) (the “**Company**”, “**we**”, or “**our**”) welcomes you (the “**User(s)**”, or “**you**”) to our website at www.homesliving.com (the “**Website**”). Our Website offers basic information on our company and technology. Each of the Website's Users may use the Website in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering to, connecting to, accessing or using the Website, you acknowledge that you have read and understood the following Terms of Use, including the terms of our [Privacy Policy](#) (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Website and you acknowledge that these Terms constitute a binding and enforceable legal contract between the Company and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE IN ANY MANNER.**

2. The Services

Our Website provides you with comprehensive information and resources about the Company's products and technology and any other content related thereto (including contact information, videos, text, logos, images, related graphics and other features). In addition, you may choose to contact us through the Website in order to request additional information, and in order to do so you will need to fill out and complete the contact form. The contact form requires the User's full name, email address, and other information which is fully described in our [Privacy Policy](#).

3. Use Restrictions

There are certain conducts which are strictly prohibited on the Website. Please read the following restrictions carefully. Your failure to comply with the provisions set forth may, at Company's sole discretion, result herein in the termination of your access to the Website and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, scrape, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Website and any other information, documents, material and data available on the Website (collectively, the “**Content**”) in any way, or publicly display, perform, or distribute the Content, without the Company's prior written consent; (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without the Company's prior written consent; (iii) create a browser or border environment around the Website and/or Content, link, including in-line linking, to elements on the Website, such as images, posters and videos, and/or frame or mirror any part of the Website, unless as expressly permitted hereunder; (iv) transmit, distribute, display or otherwise make available through or in connection with the Website any content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with the Website, and/or use the Website to distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that 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; (vi) interfere with or disrupt the operation of the Website, or the servers or networks that host the Website or make the Website available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) use the Content and/or the Website for any illegal, immoral or unauthorized purpose;

4. Privacy Policy

We respect the privacy of our Users and are committed to protecting the information you share with us in connection with the Website. Our policy and practices and the type of information collected are described in our **Privacy Policy** (available at: <https://www.homesliving.com/privacy>). If you intend to connect to, access or use the Website you must first read and agree to the Privacy Policy.

5. License

The Company is granting you with a limited, personal, not exclusive, non-assignable, not-tradeable, non-sub-licensable, fully and immediately revocable at Company's discretion, license, to use the Website and any Content made available for download, and downloaded by you from the Website (the "**Materials**"), all subject to the terms and conditions in this agreement. These Terms do not entitle you with any right in the Website, Content or Materials, rather than a limited right to use it in accordance herewith.

The Materials are made available to you subject to the terms of Sections 3 above, for your own personal limited use and without derogating from the restrictions set forth under these Terms and in addition thereto you may not: (a) distribute the Materials or any part thereof, directly or indirectly; (b) make or allow any third party to make any commercial use of the Materials; and (c) modify, add, subtract, aggregate or otherwise make any derivative work of the Materials or allow a third party to do so.

You hereby agree that upon Company's request you will immediately return all Materials, purge your systems from any Materials and ensure that no copies, extracts or other reproductions are retained by you.

6. Feedback

In the event that you provide the Company with any suggestions, comments or other feedback relating to Website, and/or the Company products and/or services (collectively, "**Feedback**"), such Feedback is deemed as the sole and exclusive property of the Company and you hereby irrevocably assign to the Company all of its rights, title and interest in and to all Feedback, if any, and waives any moral rights to it (or anyone on its behalf) may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations, and, without derogating from the foregoing, shall promptly inform the Company as soon as it becomes aware of any third party right or limitation which may apply to Feedback already provided.

7. Intellectual Property Rights

"**Intellectual Property**" means proprietary and intellectual property rights, including the Website, its logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, the Company's proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Website and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered and/or capable of being registered, and any and all Feedback.

The Intellectual Property is owned and/or licensed to the Company, and is subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, emulate, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to the Company's proprietary rights, including the Company's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms.

“Homes” and all logos and other proprietary identifiers used by the Company in connection with the Website, (the “Company’s Trademarks”) are all trademarks and/or trade names of the Company, whether or not registered. All other trademarks, Website marks, trade names and logos which may appear on or with respect to the Website belong to their respective owners (“Third Party Marks”). No right, license, or interest to the Company’s Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to the Company’s Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of the Company and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Website, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of the Company marks and logos, whether registered or not.

8. Third Party Components

The Website may use or include third party software, files and components that are subject to open source and third party license terms (“Third Party Components”). Your right to use such Third Party Components as part of, or in connection with, the Website is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Website and the Company disclaims all liability related thereto. You acknowledge that the Company is not the author, owner or licensor of any Third Party Components, and that the Company makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Website or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

9. Availability

The Website’s availability and functionality depend on various factors, such as communication networks, software, hardware, and the Company’s Website providers and contractors. the Company does not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access error-free

10. Changes to The Website

the Company reserves the right, at its sole discretion, to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Website (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content available through the Website may be changed, modified, edited or extended in terms of content and form or removed at any time without any notice to you. You agree that the Company shall not be liable to you or to any third party for any modification, suspension, error, malfunction or discontinuance of the Website (or any part thereof).

11. Disclaimer and Warranties

THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SITE (OR ANY PART THEREOF).

THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IT WAS CAUSED CONSEQUENTLY OR IN CONNECTION

WITH THE USE OF THE SITE, WHETHER OR NOT THE COMPANY HAD INFORMED THE USER OF SUCH POSSIBLE DAMAGE.

THE SITE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE COMPANY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT AVAILABLE ON OUR SERVICES.

THE COMPANY AND ITS AFFILIATES AND/OR ITS SUBSIDIARIES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, “**THE COMPANY’S AFFILIATES**”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER’S USE OF THE SITE.

THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. THE COMPANY MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SITE AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SITE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SITE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

12. Limitation of Liability

IN NO EVENT SHALL THE COMPANY AND/OR ANY OF THE COMPANY’S AFFILIATES AND/OR SUBSIDIARIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SITE, USE OR INABILITY TO USE THE SITE, FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF THE COMPANY TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF THE COMPANY BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SITES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THE COMPANY’S SITE TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL

PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF THE COMPANY AND/OR ANY THE COMPANY'S AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL THE COMPANY'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID BY YOU TO THE COMPANY FOR USE OF THE SITE. IF YOU HAVE NOT MADE ANY PAYMENTS TO THE COMPANY FOR THE USE OF THE SITE, THEN THE COMPANY SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

13. Indemnification

You agree to defend, indemnify and hold harmless the Company and any of the Company's Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Website (or any part thereof); (ii) breach of any term of these Terms by you or anyone on your behalf; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Website; (iv) your violation of the Privacy Policy, any third party intellectual property rights, privacy rights or other rights through your use of the Website or provision of information; and (v) your violation of any applicable law or regulation.

14. Amendments to the Terms

the Company may change the Terms from time to time, at its sole discretion and without any notice. We will notify regarding substantial changes of these Terms on the homepage of the Website and/or we will send you an e-mail regarding such changes to the e-mail address that you provided in the contact form. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Website after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

15. Minors

To enjoy the Website you must be over the age of sixteen (16). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of sixteen (16) are not using the Website. In the event that it comes to our knowledge that a person under the age of sixteen (16) is using the Website, we will prohibit and block such User from accessing the Website and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy with regard to such User).

16. General

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Website or use of this Website will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Website will be brought in, and you hereby consent to exclusive jurisdiction and venue in the competent courts of the District of Tel Aviv, Israel. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without the Company's prior express written consent. 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. These Terms are 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. Notices to you may be made via email or regular mail. This Website may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

17. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms or the Website, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: [legal@homesliving.com].