

FREER TERMS AND CONDITIONS

DEFINITIONS

PLEASE READ THESE TERMS OF USE CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

Freer Services are offered and available to users who are 18 years of age or older. If you are under 18 you may not use the Freer App or the Freer Services. By using the Services, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements.

1 Definitions and Interpretation

1.1 As used in this Agreement, the following terms shall have the following meanings:

- 1.1.1 **“Data Protection Legislation”** means the Data Protection (Jersey) Law 2018 and any other legislation relating to personal data, and all other legislation and regulatory requirements in force from time to time which apply relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. Controller, processor, data subject, personal data, personal data breach, processing, and appropriate safeguards as defined in the Data Protection Legislation;
- 1.1.2 **“Freer App”** means the Freer mobile application available in the Apple App Store and Google Play store.
- 1.1.3 **“Freer Code”** the code of conduct when using the Freer App and the Services.
- 1.1.4 **“Freer”** Freer Limited a company incorporated in Jersey with registration number 130923 and registered office at St Etienne Farmhouse La Rue D'Elysee St Peter Jersey JE3 7DT.
- 1.1.5 **“Lender”** means a user that has item(s) listed on the Freer platform that they are willing to rent to another user on the Freer platform.
- 1.1.6 **“Platform”** means the Freer infrastructure, mobile app, processes and policies.

- 1.1.7 **“Rental Fee”** means a fee payable by the Renter to the Lender. The total Rental Fee will also include Freer’s fees.
- 1.1.8 **“Rental”** means an agreement between Lender and Renter where an item or items will be hired to the Renter.
- 1.1.9 **“Renter”** means a user that is renting an item or items from another user on the Freer platform.
- 1.1.10 **“Service Fees”** means fees paid to Freer to operate the platform.
- 1.1.11 **“Services”** means your access to and use of any website, Freer App or other online or mobile product or service of Freer.
- 1.1.12 **“You”** any Lender, Renter, consumer or business using the Services or The Freer App.

2 **Introduction**

- 2.1 Freer is an online marketplace platform that allows users to lend or rent items between themselves. Freer builds stronger communities by connecting individuals who lend and rent items from one another.
- 2.2 The strength in the Freer community is the trust, connectivity, convenience and sustainability that it generates, creating a self-sustaining eco-system of lending and renting.

3 **Your relationship with Freer and Warnings**

- 3.1 Save where as described in these Terms, Freer does not participate in any transaction between the Lender and the Renter. The legal contract of rental is directly between the Lender and Renter. For avoidance of doubt Freer, the platform, the Freer App, it’s employees and directors and agents are not a hire shop. Freer does not offer any items for rent (save that employees and directors of Freer may use the Freer Platform and the Freer App in a personal capacity and shall not be held to be acting for and on behalf of Freer when acting in such capacity). For the avoidance of doubt, Freer does not control the terms of the agreement reached between the Lender and Renter and does not borrow or lend items itself.
- 3.2 Whilst the Freer Platform provides users with the ability to list their items, Freer is not responsible for the content of user listings and takes no responsibility for any issues arising from the rental of these items (save as described in clause 3.4).

- 3.3 Freer has no control over the quality, safety or legality of items listed for rent. Freer cannot and does not guarantee the truthfulness and accuracy of user listings or that items are available for the period when they've been booked with the Lender. Freer does not regularly monitor the quality of the items made available for sale by sellers through the Freer Platform.
- 3.4 In accordance with clause 15, Freer may (in limited circumstances) assist with dispute resolution but this is performed on a goodwill, discretionary basis and does not imply or create any liability whatsoever.
- 3.5 Your responsibilities and liabilities when using the Freer Platform vary according to the lending and renting activities that you engage in via the platform. Specific details on your responsibilities and liabilities can be found in the relevant sections below.

4 **General Conditions**

- 4.1 By registering for the Freer Platform and when using the Freer App, you agree that you will not (in addition to the User Conduct clause at 11):
- 4.1.1 Post an item that is included in our [Prohibited Items List](#) or does not comply with the User Conduct (see clause 11).
 - 4.1.2 Use profanity, abusive or hate language anywhere on the site including user to user messaging, reviews or product listings.
 - 4.1.3 Use our Services if you are under 18 years of age nor solicit a person over the age of 18 to rent an item for you.
 - 4.1.4 Interfere in any way with other users' listings.
 - 4.1.5 Use the Platform to commit an illegal act.
 - 4.1.6 Use an item rented on the Platform for an illegal act or one that is at detriment to the community.
 - 4.1.7 Enter into any agreement to buy, sell, lend or rent any item other than through the Freer App with any other user who you initially met through the Services. By doing so you will be liable for a minimum £250 fine for doing so and could be suspended or excluded from the Freer Platform.
- 4.2 Prior to any lending transaction the Lender must, with the Renter present, take photographic or video evidence of the condition of the item to show it is operating in full working order. This is to protect both Lender and Renter in case of any dispute at the end of the Rental.

- 4.3 Rental start and finish time can be determined by mutual agreement between Lender and Renter.
- 4.4 Unless otherwise agreed, as in 4.3 above, Rentals commence at 09.00 on the day of rental and finish at 09.00 on the day the item is due to be returned.

5 Fees & Charges

- 5.1 Lenders may agree terms on which they rent an item to a Renter, including the price they wish to charge to the Renter for renting the item (the "**Rental Fee**"). Users must ensure that the Rental Fee advertised is the total price payable, including taxes or delivery costs. Once you agree the terms on which you will rent an item to a Renter, you must not try to amend those terms unless you have a valid, justifiable reason and the Renter agrees to the new terms.
- 5.2 If you are a Lender, we will collect the Rental Fee on your behalf. Unless we are unable to obtain payment from the Renter, for instance where the payment services provider considers there may be a risk of fraud, Freer will transfer you the Rental Fee within 24 hours of the start date of the rental. Freer will collect the rental fee from the renter 24 hours (or sooner if the rental is within 24 hours) from the Renter.
- 5.3 Each time a Lender rents an item we will also charge a fee of 10% of the Rental Fee, which we will deduct from the amount we transfer to the Lender (i.e. if a Rental Fee due to a Lender is £10, Freer takes £1 in Service Fee and the Lender receives £9).
- 5.4 If you are a Renter, once you have agreed to hire an item from the Lender, we will charge you the full Rental Fee on the Lender's behalf. Each time a Renter rents an item a Service Fee equal to 10% of the rental is added to the Rental Fee (i.e. if a Rental Fee is £10 then then Freer adds £1 and the Renter pays £11).

6 User Accounts and Privacy

As part of the sign-up process we ask you to provide various personal details such as your full name and date of birth to allow us to verify you. Some of these details we retain within Freer's systems and some remain with our verification partner. For full details of how we use your data please refer to our [Privacy Policy](#). In addition, by accessing or using our Services, you agree to adhere to the [Freer Code](#).

7 **Ratings and Reviews**

- 7.1 Feedback reviews provided by Renters and Lenders are an essential part of Freer's rating system. Reviews demonstrate the Renter's overall experience with the Lenders. Leaving a Renter's feedback is a basic prerogative of a Renter. Feedback reviews will not be removed unless they violate these terms.
- 7.2 Users must not create false reviews, either positive or negative, for any rental whatsoever. All reviews must come from legitimate rental executed exclusively through the Freer Platform. Rentals that are determined by Freer to artificially enhance ratings, or to abuse the Freer Platform with purchases from additional accounts, or amount to similar actions, will result in a permanent suspension of all related accounts.
- 7.3 Feedback comments given are publicly displayed. Users are allowed to leave reviews up to 10 days after a transaction is marked as complete.
- 7.4 Any ratings or reviews reflect the opinions of individual users and do not reflect the opinion of Freer, it's employees or Directors. Freer does not verify ratings or reviews for accuracy or correctness and they may be incorrect or misleading.
- 7.5 Reviews or ratings must accurately reflect the rental and not contain (in the opinion of Freer) offensive, libellous or derogatory language.
- 7.6 Subject to our [Privacy Policy](#), we reserve the right to use photos, content, rating and reviews elsewhere on the Platform, Freer App, website or within marketing media or other social media platforms.

8 **Termination of Account**

Without notice we may terminate your user account and access to our services including deletion of any created content if we believe you have infringed the terms of this agreement. As part of user account termination any funds held on account may be forfeited or apportioned at our discretion.

9 **Lender Obligations**

- 9.1 As a Lender:
- 9.1.1 You are responsible for the truthfulness and accuracy of your listings and for ensuring your listings do not include items on the Prohibited Items List.

- 9.1.2 Any items you list must not infringe any copyright data, information, text, images or intellectual property rights either belonging to Freer or a Third party.
- 9.1.3 Any item you list must be in good, operable condition and completely safe for use by the Renter. Any manuals, safety equipment or accessories required for proper and safe operation of the item should be included with the item at the time of rent or available on request by the Renter.
- 9.1.4 You are responsible for pointing out any damage, limitations, issues or restrictions with the use of the item specifically but not exclusively related to safety, operation, maintenance or operation.
- 9.1.5 Any item that you lend must not contravene any law or rule; civil, criminal or otherwise for the location where the rental is to take place.
- 9.1.6 You are responsible for all taxes, penalties, fines and charges related to listings on Freer from which you derive payment.
- 9.1.7 You agree to make any item in a Lend listing available for the duration of the rental agreed between yourself and the Renter.
- 9.1.8 You must have ownership of the item or permission from the item's owner to list and lend the item.
- 9.1.9 You are solely responsible for any damage or loss that the Renter or a third party suffers as a result of renting or using your item.
- 9.1.10 You must not list an item that has been obtained through deception, theft, anti-social or other illegal activity.
- 9.1.11 Items must not be handed to a third party. Only hand over items to the verified Freer user associated with the account with whom you have engaged. Freer accepts no responsibility for items handed over to renters or other third parties.
- 9.1.12 You must make yourself available at the agreed start and end time of the rental period to facilitate the smooth operation of the rental process.
- 9.1.13 You agree that when you have accepted a rental request an agreement is formed between yourself and the Renter. This agreement (including any house rules specified) forms the entirety of the contract between yourself and the Renter and cannot be modified unless by mutual agreement or in the case of cancellation.

9.1.14 You agree to the Cancellation and Late Returns policy in clause 12 and that you will take no further action for inconvenience, lost rental or any other direct or consequential loss as a result of a cancellation or item being returned late.

9.1.15 When you rent items to renters you agree to comply with any local laws or by-laws including consumer rights or the equivalent in your jurisdiction.

9.1.16 You have sole responsibility when interacting with other members. We provide a Platform for members to rent and lend personal items and communicate with one another. Freer is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other member, person or organization. You are solely responsible for your interactions with other members of our services. We reserve the right, but have no obligation, to monitor interactions between you and other members of our services. Remember, Freer is just a platform that enables you to communicate and interact with other people. We cannot be responsible for the interactions that you have with other members, so please use good judgment and keep safety in mind when you use our services.

9.2 As a Lender, you will also be responsible for complying with any obligations you may have under applicable consumer law with respect to the items that you provide for hire in addition to these terms, including compensating any damage to the borrower or any other person caused by your items.

10 **Renter Obligations**

10.1 As a Renter you will:

10.1.1 Ensure all items that you rent are used in a responsible manner and maintained and returned in the same condition as that given at the start of the rental period.

10.1.2 Collect the item at the Rental start time and return it at or before the Rental end time.

10.1.3 Immediately inform the Lender if the item is not working as described, if the item is lost or if the item has been stolen.

10.1.4 Stop using the item if it cannot be used in a safe and legal way or if you have any other concerns about the item.

10.1.5 Immediately inform the Lender if you believe you may not be able to return the item at the specified rental return date. In this situation late fees and penalties may apply, please see [Cancellations and Late Returns](#) section.

10.1.6 Replace or repair the item (or provide an equivalent amount in cash) at your own cost if the item has been materially damaged during the rental period. The item must be replaced with an identical or near identical item of the same value on an old for new basis within 28 days of the end of the initial rental period.

For example, if a Lender rents out an electric drill purchased at £100 in 2015 and the Renter materially damages the Drill during the rental period and it must be replaced, the Renter shall purchase a new replacement electric drill to the value of £100 or pay a sum of £100 in lieu within 28 days of the end of the rental period.

10.1.7 Replace the item (or provide an equivalent amount in cash) if the item has been lost or stolen. The item must be replaced with an identical or near identical item of the same value on an old for new basis or the cash equivalent within 28 days of the end of the initial hire period.

10.1.8 You agree that when you have a rental request accepted an agreement is formed between yourself and the Lender. This agreement (including any house rules specified) forms the entirety of the contract between yourself and the Lender and cannot be modified unless by mutual agreement or in the case of cancellation.

10.1.9 Comply with all Freer policies and terms.

10.2 As a Renter, you will be responsible for any items you hire through the Freer App, including compensating the Lender for any loss or damage to those items. You will also be responsible for any damage you cause to other people or property when you use those items.

11 **User Conduct**

11.1 Users should always consider the [Freer Code](#).

11.2 The Services include interactive areas where you or other members can create, post or store content, messages, materials, data, information, text, music, sound, photos or other items or materials on the Services (collectively, "**User Content**"). You are solely responsible for your use of such interactive areas and agree that your use of these areas is at your own risk.

11.3 You are solely responsible for any User Content that you submit, post or transmit via our Services. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services, User Content that we believe, in our discretion:

- 11.3.1 is unlawful, libellous, defamatory, harassing, threatening, invasive of privacy or publicity rights, or that would otherwise create liability or violate any local, national or international law;
 - 11.3.2 contains nudity, sexually explicit content or is otherwise obscene, pornographic, indecent, lewd, suggestive or sexually exploitative of minors;
 - 11.3.3 may disparage any ethnic, racial, sexual or religious group by stereotypical depiction or is otherwise abusive or inflammatory;
 - 11.3.4 depicts the use of illicit drugs;
 - 11.3.5 contains offensive language or images or is otherwise objectionable;
 - 11.3.6 incites violence or characterizes violence as acceptable, glamorous or desirable;
 - 11.3.7 contains unsolicited promotions, political campaigning, advertising or solicitations, without our prior written consent;
 - 11.3.8 contains private or personal information about another person, unless such person has agreed to the disclosure of this information including but not limited to their name, address or description;
 - 11.3.9 contains viruses, corrupted data or other harmful, disruptive or destructive file viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
 - 11.3.10 may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content; or
 - 11.3.11 would constitute, encourage or provide instructions for a criminal offense or violate the rights of any third party.
- 11.4 You confirm that any images, text or information that you upload, including any reviews that you post about other users or items will comply with these Terms and the Freer Code.
- 11.5 Failure to comply with the Freer Code, this clause or clause 4 shall constitute a material breach of these Terms and Conditions, and may result in our taking all or any of the following actions (with or without notice):
- 11.5.1 issuing of a warning to you;

- 11.5.2 immediate, temporary or permanent withdrawal of your right to use the Freer App or Services;
 - 11.5.3 immediate, temporary or permanent removal of any User Content;
 - 11.5.4 legal action against you including reimbursement of all costs resulting from the breach;
or
 - 11.5.5 any other action we reasonably deem appropriate.
- 11.6 We may at our discretion modify or delete content that violates Freer's policies.

12 **Cancellations & Late Returns**

- 12.1 Item reservations can be cancelled by both the Lender and Renter with no penalty up to 48 hours before the start of the item reservation is due to commence. Please ensure that maximum notice is given if you wish to cancel. A full refund will be due if cancellation is requested more than 48 hours in advance of the item reservation.
- 12.2 Cancellation of an item reservation, the "Rental" by the Renter within 48 hours before the Rental is due to start will incur the full rental fee for the period. As a courtesy to the Lender we urge you to cancel the item reservation via our service so they know the item is no longer required.
- 12.3 Cancellation of the item reservation, the "Rental" by the Lender within 48 hours may incur a penalty fee equal to 50% of the total Rental charge. This is to ensure items that have been reserved are available as agreed.
- 12.4 In the unfortunate circumstances in which an item is returned late (and has not been agreed with the Lender) the following charges will apply:
 - 12.4.1 A day rate for the item equivalent to 150% of the standard daily rate for item plus an administration fee of £50 for the item will be charged.
- 12.5 If you fail to return an item by the agreed deadline you must contact the Lender and Freer to notify them as soon as you are aware you are going to miss the deadline. You will also need to book and pay for the extended time immediately. The Lender may not be able to accommodate the extension in which case it is your responsibility to get the item(s) back to the Lender within a time frame that the Lender requests. If you do not do so you will be liable to pay late fees in accordance with clause 12.4. You agree that Freer can charge this amount from your card or bank account without your further consent. If you as Renter:

12.5.1 miss the agreed deadline for return and are uncommunicative with the Lender or Freer;
or

12.5.2 we have reason to believe you have caused damage to the item; or

12.5.3 that you have no intention of returning the item,

you agree that Freer can take a holding deposit from your card or account up to the full value of the items you have rented. This deposit will be fully refundable, less any fees owed to Freer or the Lender, once the items are returned, replaced or repaired. Otherwise the deposit will not be refunded.

12.6 When you create your Freer account on the Freer Platform, you must provide Freer with valid, up-to-date and complete credit or debit card details. When you agree to rent or lender an item, you authorise Freer to charge such credit or debit card for the relevant Rental Fee and Service Fee and hereby confirm that the details you provide are accurate and that you have the right to use the payment method selected.

12.7 If Freer is unsuccessful in charging any fees described under these terms or any other amount to your credit or debit card, and have still not received payment within 7 days after informing you, we may suspend or temporarily disable all or part of your access to the Freer Platform (without any responsibility to you).

12.8 If you chargeback a payment you were obliged to pay by the terms of this agreement, your account will be immediately suspended until the payment is re-paid, or the chargeback is cancelled.

13 **Data protection rights**

13.1 Freer will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove, or replace, our obligations or your rights under the Data Protection Legislation. In this Clause 13, applicable laws means the Data Protection Legislation from time to time in force in Jersey, and any other law that applies in Jersey or any other jurisdiction where the Platform is in operation.

13.2 Please see our Privacy Policy to read in full how we treat your data.

14 **Liability and Content**

14.1 Freer's liability shall be limited to the maximum extent permitted by law.

- 14.2 Freer is not responsible for any User Content that you or other members post, transmit or store through the Services. We have no obligation to post User Content from you or anyone else and we may, in our sole discretion, edit, remove or delete any User Content without notice. If you become aware of User Content that violates these Terms, you may notify of us such content by using the reporting tools provided on our Services. Enforcement of these Terms, however, is solely in our discretion and the absence of enforcement in some instances does not waive of our right to enforce the Terms in other instances. In addition, these Terms do not create a private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.
- 14.3 To the maximum extent permitted by applicable law, you agree to release, defend (at Freer's option), indemnify, and hold Freer and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Freer App or Services (in the opinion and discretion of Freer) (iii) your interaction with any User including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such use, or (iv) your breach of any laws, regulations or third party rights. You understand and agree that in no event shall Freer be liable for any losses, revenue or data, indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Services whether or not Freer has been advised of the possibility of such damages, arising out of or in connection with these paid Services on any theory of liability, whether based on warranty, copyright, contract, tort (including negligence), product liability, or any other legal theory.
- 14.4 In the event of a claim arising out of the provision of the Services, our responsibility to you will never be more than the amount you have paid us in the 4 months prior to the claim arising and, in the event that you have not paid us any money, we shall have no responsibility whatsoever to you. In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable.
- 14.5 Freer does not claim ownership of your User Content, and ownership will remain with you and any third party whose content you include in your User Content. Instead, you grant us a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, license, sub-license and otherwise make available the User Content anywhere and in any form for the purposes of providing the Services. You grant us the above licence for any content owned by a third party that you include in your User Content.

15 Disputes

- 15.1 Renters and Lenders must abide by The Freer Code to ensure any dispute can be resolved swiftly. Disputes in the first instance should be resolved between Renter and Lender where possible. If the Renter has lost or damaged an item, the Renter is responsible for reimbursing the Lender in accordance with clauses 10.1.6 and 10.1.7 and agree to the provisions of clause 12. If you are unable to reach a resolution you can report the incident to Freer by emailing freer@freer.com.
- 15.2 If Renters have received an item which they feel is not in the condition that was advertised, please do not start the rental or contact the Lender directly as soon as possible to try to reach a resolution. If the item does not arrive in the condition advertised, the Lender will be responsible for providing a refund or replacement according to the Renter's preference.
- 15.3 Video / photographic evidence of the item's condition and showing it in full working order should be provided to the Renter on request. Lenders may be asked to provide proof of purchase, photos of any damage caused to an item, or any other evidence to support a claim for reimbursement. Where you claim that a Renter has damaged an item, we may also ask you to provide photos of your item taken before it was provided to a Renter, to support your claim that any damage was caused by the Renter.
- 15.4 In the event that a resolution on the condition of the item cannot be reached, you may contact Freer. We may ask you to provide photos or videos showing the condition of the item upon arrival or any other evidence to support your claim for reimbursement from the Lender. If as a Lender you wish to contest such a claim, we may ask for evidence of the condition of the item upon sending such as photos or videos.
- 15.5 Freer will, at its absolute discretion provide voluntary goodwill assistance to a Lender should all other avenues be exhausted in resolving a dispute involving a lost, stolen or otherwise damaged item. This assistance does NOT imply or confer any liability or contractual relationship or otherwise between Freer and the Lender.
- 15.6 If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- 15.7 If you have a dispute with us relating to Freer, please contact us at admin@freer.com and attempt to resolve the dispute with Freer informally. In the unlikely event that we have not been able to resolve a dispute informally, we will discuss and agree more formal methods of resolving our dispute.

16 General

- 16.1 These Terms will be interpreted in accordance with Jersey law. You agree to submit to the non-exclusive jurisdiction of the Jersey courts. Judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in Jersey.
- 16.2 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Freer and You pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Freer and You in relation to the access to and use of the Freer App.
- 16.3 No joint venture, partnership, employment, or agency relationship exists between you and Freer as a result of this Agreement or your use of the Freer Platform.
- 16.4 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
- 16.5 Freer may immediately, without notice, terminate this Agreement and/or stop providing access to the Freer App if (i) you have materially breached your obligations under these Terms, our Policies or guidelines, (ii) you have violated applicable laws, regulations or third party rights, or (iii) such action is necessary to protect the personal safety or property of Freer, its users, or third parties (for example in the case of fraudulent behaviour of a User). In addition, Freer may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the account registration, rental process or thereafter, (iv) you and/or your listings at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor ratings or reviews or Freer otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed rentals or lettings or failed to respond to rental or letting requests without a valid reason, or (vii) such action is necessary to protect the personal safety or property of Freer, its users, or third parties, or to prevent fraud or other illegal activity: refuse to surface, delete or delay any listings, ratings, reviews, or other User Content; cancel any pending or confirmed rentals; limit your access to or use of the Freer App; temporarily or permanently revoke any special status associated with your Freer account; temporarily or in case of severe or repeated offenses permanently suspend your Freer account and stop providing access to the Freer App. The termination of your use of the Services and the cancellation of your account shall not affect any of your obligations to pay any sums due to us.

- 16.6 If any provision of these Terms or any policy is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.
- 16.7 Freer's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
- 16.8 We may revise these Terms and Conditions from time to time but the most current version will always be in the relevant section of the Freer App. Changes will usually occur because of new features being added to the Services, changes in the law or where we need to clarify our position on something. Freer shall usually provide some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens, we will not give you any notice. You agree that a key characteristic of the Services is that changes will take place over time and this is an important basis on which we grant you access to the Freer App. Once we have made changes to any part of the Services, your continued use will show that you have accepted any changes to the Services. You are always free to stop using the Services.
- 16.9 Freer shall not have any liability for delay in performing, failure to perform or any obligations under the Terms if such delay or failure result from events, circumstances or cases beyond its reasonable control. Any obligations that are not affected by any factor beyond our reasonable control will continue to bind us and you.
- 16.10 Any notice or communication required to be given to us under these Terms, including notices or communications in relation to the modification of these Terms, shall be in writing and delivered by email to the address notified by you to us when you become a User. You may contact us at admin@freer.com
- 16.11 Any notice or communication shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside business hours, when business hours resume. In this Clause 16, business hours means 9.00am to 5.00pm Monday to Friday and does not include a public holiday, when banks are closed for business in Jersey.
- 16.12 These Terms shall be construed in accordance with the laws of Jersey, and any dispute arising out of these Terms shall exclusively be subject to the jurisdiction of the Courts of Jersey.