

Terms of Service

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Freedrop Platform, you agree to comply with and be bound by these Terms of Service. By accepting these Terms of Service, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Thank you for using Freedrop !

Freedrop Customer Terms & Conditions

Last Updated: [14 August 2017]

1. The Company

1.1 This website is owned and run by [Freedrop Limited] of [registered number 2561533, email: [info@freedrop.co], web: www.freedrop.co] (**Freedrop**).

1.2 Freedrop makes available a technological marketplace for persons who have available space (**Hosts**) and persons who require temporary storage (**Customers**) to arrange online for the use of the available space for storage purposes. Freedrop does not itself act as a Host. Freedrop's responsibilities are limited to:

- (i) making available this website and the services offered on it including but not limited to the act of connecting Hosts who provide storage space to Customers who wish to use it; and
- (ii) serving as the agent of each Host for the purposes of listing its details on this Website and accepting payments from Customers on behalf of the Host.

2. Bookings

2.1 Customers may book storage via this website at any time. Customers are reminded to check Host's opening hours prior to booking. To book storage through Freedrop, Customers must register to create a Freedrop account and thus become a member. Please see the website terms and conditions, which governs access to and use of this website.

2.2 Each Customer agrees to provide accurate, current and complete information during the registration process and to update that information as necessary to keep it accurate, current and complete. Freedrop reserves the right to suspend or terminate a Customer's Freedrop Account and access to this website if any information provided proves to be inaccurate or incomplete. Each Customer is responsible for safeguarding his password and agrees that he will not disclose his password to any third party and that he will take sole responsibility for any actions under his Freedrop Customer Account, whether or not he has authorised those actions. Each Customer must immediately notify Freedrop of any unauthorised use of his Freedrop Customer Account by emailing [support@freedrop.co].

2.3 When placing a booking, each Customer will be asked to provide the following information: i) dates and times for dropping off and picking up items, ii) number of items, iii) any relevant notes to the order. In addition, each Customer will be asked to provide customary billing information such as name, billing address and contact details. Each customer will also be asked to provide payment card information to a third party payment provider and each Customer's payment card will be debited at the time of booking. Once payment is confirmed, a Customer's booking transaction is complete, and the Customer will receive an e-mail confirmation summarising his confirmed booking. All payments by Customers to Freedrop and by Freedrop to Hosts will be processed through the [Stripe online payment system], unless clearly stated otherwise. Payments made through Stripe will be subject to their automatic fraud checks. Please see [www.stripe.com/radar] for more information.

2.4 Customers are reminded that storage must be booked through this website. Hosts are not permitted to accept cash payment in store and Customers must not attempt to pay for storage in cash. Doing so breaches these terms and conditions and as a result invalidates the insurance that the Customer would otherwise benefit from, see [Condition 6 "Insurance"] below.

2.5 Freedrop's fees for each transaction are displayed in the pricing section of this website. Freedrop charges on a time of storage basis, so if a Customer fails to comply with his stated storage and collection times, additional charges may be debited to his payment card.

3. Storage

3.1 This website provides the opening times of each Host, and Customers are responsible for checking that these suit their booking plans. If a Customer books and pays for a Host's space, then at the time of storage there will be a contract between the Host and the Customer under which the Host must return the stored items to the Customer in the same condition in which they were stored at the time and on the date stated in the booking. Freedrop is not a party to this contract.

3.2 Each Customer will comply with the security arrangements specified by the Host, including the provision of proof of booking and proof of identity, inspection of the luggage stored, sealing of bags and/or photographing the luggage to record condition. Only the Customer which deposits an item may collect that item.

3.3 Each Customer is responsible for any injury or damage to the Host, its property or any third parties caused by the items stored or by any negligent act or omission of the Customer. Each Host is responsible for any damage to, or loss or theft of, items stored with that Host unless the damage is caused by factors beyond the control of the Host. As an intermediary service provider, Freedrop will not be responsible in either case stated above and each Customer and Host releases Freedrop from any liability to it.

4. Prohibited Items

EACH CUSTOMER AGREES THAT IT WILL NOT STORE ANY OF THE FOLLOWING ITEMS:

- Explosives, fuel, hazardous or flammable materials
- Pesticides, toxic chemicals, pollutants, waste of any kind
- Firearms, ammunition, illegal drugs or other controlled substances
- Stolen goods or other contraband
- Perishable food items, spoiled food, living or deceased plants or animals, infested or otherwise contaminated items, damp or mouldy items
- Radioactive materials, items which emit fumes or other strong odours
- Cash, fine art and securities

The Host may remove and dispose of any item stored that breaches this Condition without notice to the customer and without any responsibility to the Customer. The Host may also report to any relevant authority any illegal or suspected illegal activities of the Customer or any hazardous item stored. The Customer agrees to release and indemnify the Host from and against any and all liability relating to the Host's removal and/or disposal of stored property in accordance with this Condition, or the Customer's breach of this Condition.

5. Cancellations and Refunds

Customers may cancel a booking by giving written notice to [info@freedrop.co], or by speaking to a member of the Freedrop team. Cancelled bookings will be fully refunded as long as [notice is given prior to the start time of the booking]. If a Host is unable to fulfil a booking, the Freedrop team will notify the Customer and offer a refund.

6. Insurance

6.1 Freedrop has, at its own cost, arranged insurance that is provided by [GUARDHOG], underwritten by [Hiscox Limited, a global insurer with an A+ rating by Fitch]. [GUARDHOG is a registered trading name of Insurance Tailors Limited, a company registered in England and Wales number 5928330, registered office at 1a May Road, London, TW2 6QW. Insurance Tailors Ltd is authorised and regulated by the Financial Conduct Authority].

6.2 If as a result of a booking a Customer's bag is damaged, lost or stolen, and that theft, loss or damage is directly caused by an approved Host under a booking that satisfies these terms and conditions (including Condition 4 "*Prohibited Items*" above) and the insurance policy general terms and conditions, then the Customer will be able to claim on Freedrop's [GUARDHOG] insurance policy.

6.3 In the event of a claim for theft, loss or damage to a Customer's bag, the Customer must inform [GUARDHOG] as soon as it becomes aware of a claim. The number to call is [0207 199 6610].

6.4 Please note that the amount you, the Customer, receive in the event of a claim may be subject to deduction of an excess (not exceeding [£150]) and may be subject to other limitations and exclusions in the insurance policy. For example, the insurance does not cover any valuables, fine art or money stored. Any Customer may ask Freedrop for a copy of the policy wording and policy summary if he or she has any concerns.

6.5 Freedrop recommends that Customers check their own insurance, if they have it, because standard travel and contents insurance policies may cover an individual for theft, loss or damage to his personal property even when stored elsewhere, particularly if the relevant insurer has been notified appropriately.

7. Governing law and other general provisions

These Conditions and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law. The English courts have jurisdiction to settle any disputes that arise under these Conditions. Nothing in these Conditions shall constitute a partnership or joint venture of any kind between Freedrop and any Customer or constitute either party the agent of the other for any purpose.

Freedrop Host Terms and Conditions

Last Updated: 14 August 2017

1. The Company

1.1 This website is owned and run by Freedrop Limited of registered number 2561533, email: [info@freedrop.co], web: www.freedrop.co] (**Freedrop**).

1.2 Freedrop makes available a technological marketplace for persons who have available space (**Hosts**) and persons who require temporary storage (**Customers**) to arrange online for the use of the available space for storage purposes. Freedrop does not itself act as a Host. Freedrop's responsibilities are limited to:

1. making available this website and the services offered on it including but not limited to the act of connecting Hosts who provide storage space to Customers who wish to use it; and
2. serving as the agent of each Host for the purposes of listing its details on this Website and accepting payments from Customers on behalf of the Host.

2. Listings

2.1 Freedrop creates a listing for each Host using information provided by that Host. In order to be featured on this Website, the space must have a valid physical address.

2.2 Each Host represents and warrants that its listing and the booking of, or a Customer's use of, his space:

1. will not breach any agreements he has entered into with any third parties;
2. will be in compliance with all laws and regulations (including tax laws and regulations) that may apply to the Host; and
3. will not conflict with the rights of third parties.

Freedrop assumes no responsibility for a Host's compliance with any applicable laws and regulations. It is a Host's responsibility to investigate the legality of making space available to other people.

2.3 Freedrop acts as an agent of each Host solely for the purpose of creating a listing on behalf of the Host, accepting payments from Customers on behalf of the Host and transmitting the payments so received to the Host. Freedrop does not itself act as an insurer or, subject as stated above, as an agent for any Host. If a Customer books and pays for Host's space, then at the time of storage there will be a contract between the Host and the Customer under which the Host must return the stored items to the Customer in the same condition in which they were stored at the time and on the date stated in the booking. Freedrop is not a party to this contract.

2.4 Freedrop offers Hosts the opportunity to market or promote additional services and offer discounts to Freedrop Customers through its listing. Freedrop does not charge or earn commission for this service.

2.5 Each Host must ensure that its listing does not breach or invalidate any applicable mortgage, insurance or other agreement or policy. Each Host should check the terms of any such agreement or policy before advertising their space. Each Host must also be legally permitted to advertise the space on this website.

3. General Obligations

1. Each Host acknowledges and agrees that:
 1. it is responsible for any and all information in its listing on this website, including notifying Freedrop if its opening hours or any other relevant information changes;
 2. it is required to provide correct bank account information in order to receive payment of Storage Fees from Freedrop and that it will promptly notify Freedrop should the account information provided change;
 3. it will not participate in any third party service or website that competes with Freedrop, without Freedrop's prior written approval;
 4. it will not agree a storage transaction with any person introduced to it by Freedrop other than through this website.

Hosts who accept cash or other payment from Customers introduced to them by Freedrop other than through a Freedrop booking will be given a warning and then removed from this website.

4. Storage

4.1 It is the responsibility of each Host to follow the [Safety Checklist] provided by Freedrop when a Customer arrives with a booking. This includes checking for proof of booking and proof of identity. Customers who arrive without a booking must be directed to the Freedrop website, or directed to call [+44 203 355 3544] to place a booking over the phone. Each Host has the right to require additional security measures, such as inspection of the luggage stored, sealing bags with the security ties provided by Freedrop and/or photographing the luggage to record its condition at the time of storage.

4.2 Each Host will use reasonable efforts to protect and maintain the security of the items stored in its space and ensure they remain undisturbed. Hosts must use the space approved for secure storage by Freedrop.

4.3 If a Customer fails to pick up its item at the time stated in its booking, the Host must inform Freedrop. Freedrop will attempt to reach the Customer and arrange for it to pick up the item at a new time. Failing this, Freedrop will arrange for delivery of the item. If the Customer cannot be contacted, Freedrop will arrange to pick up the item and make plans for its disposal.

4.4 If a Host alters its opening hours (either generally or on a particular day) and this will affect an existing booking, the Host must inform Freedrop as a matter of urgency. Where a Host is not open to receive or deliver on a confirmed booking (a defaulting Host), Freedrop's policy is to refund the booking fee paid by the Customer and/or, where practicable, to arrange a booking with an alternative Host for the Customer. In these cases, the defaulting Host will receive no commission on the booking and the amount of any fee paid by Freedrop to the alternative Host may be deducted from the next Storage Fee paid by Freedrop to the defaulting Host.

4.5 Each Customer agrees not to store any of the prohibited items identified in Customer Condition 4 'Prohibited Items'. If a Host reasonably suspects a breach of Customer Condition 4, the Host has the right to remove and dispose of the items stored without notice to the Customer and without responsibility to the Customer. The Host may also report to any relevant authority any illegal or suspected illegal activities of the Customer or any hazardous item stored. The Host must inform Freedrop immediately it becomes aware of a breach or a suspected breach of Customer Condition 4. By making a booking on this website, the Customer has also agreed to release and indemnify the Host from and against any and all liability relating to the Host's removal and/or disposal of stored property, or the Customer's breach of Customer Condition 4.

4.6 Each Host is responsible for any damage to, or loss or theft of, items stored with that Host unless the damage is caused by factors beyond the control of the Host. Each Customer is responsible for any injury or damage to the Host, its property or any third parties caused by the items stored or by any negligent act or omission of the Customer. As an intermediary service provider, Freedrop will not be responsible in either case stated above and each Customer and Host releases Freedrop from any liability to it.

5. Fees and Payment

5.1 Customers pay Freedrop a fee (the **Fee**) when making a booking. The Fee is determined, and may be varied in respect of particular transactions, by Freedrop and is set out on this website. Transaction fees (such as bank charges on transfers made) and discounts applied to bookings (see Condition 5.4 below) are deducted from the Fee to result in a net Fee paid.

5.2 The Storage Fee (to which the Host is entitled as consideration for the use of his space and which Freedrop collects on behalf of the Host and pays to the Host) and Service Fees (which Freedrop retains as consideration for the services provided by it) each comprise 50 per cent of the net Fee.

5.3 Freedrop has complete discretion to offer promotional discounts to any Customer's booking as it sees fit, and this will be deducted before the separate Storage and Service Fees are determined, as stated in Condition 5.1 above.

5.4 Each Host will be paid the Storage Fees owed to them by bank transfer to the account information provided by the Host on the contract they sign with Freedrop. Storage Fees are paid [monthly in arrear on or around the 10th day of each month.

6. Taxes

Each Host understands and agrees that it is solely responsible for determining its applicable tax reporting requirements in consultation with its tax advisers, if considered appropriate. Freedrop cannot and does not offer tax-related advice to any Host.

7. Insurance

Each Host should check all relevant insurance policies to verify that damage to its property caused by third party property being stored in a commercial transaction is covered and each Host should ensure that it notifies all relevant insurers and other relevant third parties appropriately. In addition, each Host should ensure that all other relevant insurance policies (such as its own contents and public liability policies) cover it for any damage emanating from goods stored in accordance with these Conditions. If a Host has any questions about its insurance policy and how it relates to this service, Freedrop can put the Host in contact with [Guardhog], who can offer a free consultation. [GUARDHOG is a registered trading name of Insurance Tailors Limited, a company registered in England and Wales number 5928330, registered office at 1a May Road, London, TW2 6QW. Insurance Tailors Ltd is authorised and regulated by the Financial Conduct Authority].

8. Governing law and other general provisions

These Conditions and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law. The English courts have jurisdiction to settle any disputes that arise under these Conditions. Save where Freedrop acts as an agent for Hosts under Condition 2 ("*Listings*"), nothing in these Conditions shall constitute a partnership or joint venture of any kind between Freedrop and any Host or constitute either party the agent of the other for any purpose. These Conditions are personal to Freedrop and each Host. Freedrop and any Host may assign its rights under these Conditions to any successor to its business. Otherwise neither party shall assign or transfer any of its rights or obligations under this contract without the prior written consent of the other party.

Website Terms and Conditions INTRODUCTION

These Conditions govern access to and use of this Site. Each person using this Site (each, a **User**) acknowledges and agrees that, by accessing or using this Site, or by downloading or posting any Content from or on this Site, it is indicating that it has read, and that it understands and agrees to be bound by, these Conditions, whether or not it has registered with this Site. If any User does not agree to these Conditions, then it has no right to access or use this Site. If any User accepts or agrees to these Conditions on behalf of a company or other legal entity, it represents and warrants that it has the authority to bind that company or other legal entity to these Conditions and, in that event, "User" will also refer and apply to that company or other legal entity, and its successors and assigns. **YOU SHOULD READ THESE CONDITIONS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND INCLUDE CERTAIN LIMITATIONS AND EXCLUSIONS.** Freedrop Ltd. of [registered number 2561533], (**Freedrop**) makes available a technological marketplace for persons who

have available space (**Hosts**) and persons who require space (**Customers**) to arrange online for the use of the available space for storage purposes. Freedrop is not an owner or lessor of any space and does not own, lease, manage or sell any space. Freedrop's responsibilities are limited to: (i) making this website and the services offered on it including but not limited to the act of connecting Hosts who provide Space to Customers who wish to use it (together, this **Site**) available; and (ii) serving as the agent of each Host for the purposes of creating a Listing on behalf of the Host and accepting payments from Customers on behalf of the Host. Any unauthorised or improper use of this Site or violation of these Conditions by any User may result in that User being banned from this Site and may subject that User to civil liability and/or criminal penalties.

1. DEFINITIONS

In these Conditions, capitalised terms have special meanings. These are set out below in alphabetical order:

Application means all mobile and web applications and other related software developed and owned by Freedrop;

Conditions means these Conditions and/or the customer terms and conditions and/or the Host terms and conditions included elsewhere on this Site;

Content means text, graphics, images, software, audio, video, information or other materials;

Customer means the person wishing to store an Item and Store, Storage and Storing mean the act of temporarily using a Host's Space in accordance with these Conditions;

Freedrop Customer Account means an account created by a User (who thereby becomes a Customer) through registration on this Site as described in Condition 13 ("*Creation of a Freedrop Customer Account*") below;

Freedrop Content means all Content that Freedrop makes available through this Site, including any Content licensed from a third party, but not including any Member Content; Collective Content means Member Content and Freedrop Content;

Host means the person storing an Item and Hosting means the act of storing an item, in each case in accordance with these Conditions;

Item means the property of the Customer that is stored in the Space;

Listing means any listing of a Host's details on this Site that is designed to result in Space being made available by a Host to a Customer;

Member means each Host which has a Listing and each person who completes Freedrop's account registration process;

Member Content means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through this Site and includes, in the case of each Host, his Listing and, in the case of each Customer, any review posted by that Customer;

Space means the space offered for use by a Host;

This Site mean the website accessible at www.freedrop.co and all content on those websites and includes the Application as well as any and all marketing channels where Collective Content may be disseminated in Freedrop's sole discretion; and

User means each person who uses this Site. Users may also, but do not have to, be Members.

2. USE OF THIS SITE

This Site can be used to facilitate the booking of Space. Spaces are included in Listings on this Site. You may view Listings as an unregistered visitor to this Site. However, if you wish to book a Space, you must first become a Member by registering to create a Freedrop Customer Account. This Site is intended solely for persons who are 18 or older. Any access to or use of this Site by anyone under 18 is expressly prohibited. By accessing or using this Site each User represents and warrants that he is 18 or older.

3. USER'S OBLIGATIONS

EACH USER AGREES THAT HE IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS (INCLUDING THOSE RELATING TO TAX) THAT MAY APPLY TO HIS USE OF THIS SITE. In connection with his use of this Site, each User may not and agrees that he will not:

1. violate any applicable law or regulation, or any court order, including, without limitation, planning and tax regulations;
2. use manual or automated software, devices, scripts, robots or other means to access, "scrape", "crawl" or "spider" any web pages or other services contained in this Site;
3. use this Site for any commercial or other purposes that are not expressly permitted by these Conditions;
4. copy, store or otherwise access any information contained on this Site for any purpose that is not expressly permitted by these Conditions;
5. infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
6. interfere with or damage this Site, including, without limitation, through the use of 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;
7. use this Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others, personal contact information or credit or debit card or bank account numbers, in all cases without their prior permission, provided that nothing in this paragraph shall prevent a Customer providing a review of a Host or any Member from providing feedback to Freedrop;
8. use this Site in connection with the distribution of unsolicited commercial email ("spam") or advertisements;
9. "stalk" or harass any other user of this Site or collect or store any personally identifiable information about any other User other than for purposes of transacting as a Customer or Host;
10. offer, as a Host, any Space that the Host does not himself own or have permission to use;
11. register for more than one Freedrop Customer Account or register for a Freedrop Customer Account on behalf of any other individual or entity;
12. contact a Host or a Customer for any purpose other than facilitating a booking;
13. recruit or otherwise solicit any Host to join third party services or websites that are competitive to Freedrop, without Freedrop's prior written approval;
14. impersonate any person or entity, or falsify or otherwise misrepresent himself or his affiliation with any person or entity;
15. use this Site to find a Host and then complete a booking of Space independent of this Site in order to circumvent the obligation to pay any fees;
16. post, upload, publish, submit or transmit any Content, including, without limitation, any review, that:
 1. violates a third party's intellectual property rights or rights of publicity or privacy;
 2. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 3. is fraudulent, false, misleading or deceptive;
 4. is defamatory, obscene, pornographic, vulgar or offensive;
 5. promotes discrimination of any sort or is otherwise offensive;
 6. is violent or threatening or promotes violence or actions that are threatening to any other person; or
 7. promotes any other illegal or harmful activities or substances;
1. circumvent any technological measure implemented by Freedrop or any person authorised by Freedrop to protect this Site;
2. in any way use this Site to send altered, deceptive or false source-identifying information; and/or
3. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide this Site or encourage or assist any third party to do so.

4. TERMINATION AND ACCOUNT CANCELLATION

Freedrop may, in its discretion and without liability to any User, with or without cause and with or without prior notice, at any time: (a) terminate these Conditions or any User's access to this Site, (b) deactivate or cancel any Customer's Freedrop Customer Account and (c) deactivate or cancel any Host's Listing. Upon termination, Freedrop will promptly pay the affected User any amounts that it reasonably determines that it is

legally obliged to pay the affected User. In the event that Freedrop terminates these Conditions, or any User's access to this Site or deactivates or cancels any Freedrop Customer Account or Listing, each affected User will remain liable for all amounts due to Freedrop under these Conditions. Any Customer may cancel his Freedrop Customer Account and any Host may cancel his Listing at any time by sending an email to [info@freedrop.co]. If a Freedrop Customer Account or Listing is deleted, Freedrop has no obligation to delete or return to the affected Member any Content he has posted or caused to be posted to this Site, including, but not limited to, any reviews or other feedback. The affected Member's personal information (including name, phone number, address, email, profile picture) will be deleted permanently and cannot be recovered.

5. MODIFICATION OF THESE CONDITIONS

Freedrop reserves the right, in its sole discretion, to modify this Site (including modifying the Conditions), at any time and without prior notice. If Freedrop modifies the Conditions, it will post the modification on this Site or otherwise provide Members with notice of the modification. Freedrop will also update the "Last Updated Date" at the top of the Conditions. By continuing to access or use this Site after Freedrop has posted a modification on this Site, each User agrees to be bound by the modified Conditions. If the modified Conditions are not acceptable to any User, that User's only recourse is to cease using this Site.

6. DISCLAIMERS

ANY PERSON USING THIS SITE DOES SO AT HIS OWN RISK. Each User agrees that Freedrop does not have an obligation to conduct background checks on any Member but may conduct such background checks in its sole discretion. This Site and all Content are provided on an "as is" and "as available" basis, without warranty of any kind, either express or implied. Without limiting the above, Freedrop disclaims any warranties of merchantability, fitness for a particular purpose or otherwise as well as any implied warranties arising out of any course of dealing or customary trade practice. Freedrop makes no warranty that this Site or any Content, including, but not limited to, Listings or any Space, will meet any User's requirements or be available on an uninterrupted, secure or error- or virus-free basis. Freedrop makes no warranty regarding the quality of any Listings, Space or other Content or the accuracy, timeliness, completeness or reliability of any Content obtained through this Site. No advice or information, whether oral or written, obtained from Freedrop or through this Site or any Content, will create any warranty by Freedrop that is not expressly made in these Conditions. Each User is solely responsible for all of his communications and interactions with other users of this Site and with other persons with whom he communicates or interacts as a result of his use of this Site, including, but not limited to, any Hosts or Customers. Each User understands that Freedrop does not make any attempt to verify the Content of Users or to review or visit any Space on an ongoing basis. Freedrop makes no representations or warranties as to the conduct of Users or their compatibility with any current or future Users. Each User agrees to take reasonable precautions in all communications and interactions with other Users and with other persons with whom he communicates or interacts as a result of his use of this Site, including, but not limited to, Hosts and Customers, particularly if any Users decide to meet offline or in person regardless of whether such meetings are organised or sanctioned by Freedrop. Notwithstanding Freedrop's limited appointment as the agent of the Hosts as stated in Condition 15 ("*Listings*"), Freedrop disclaims all liability, of any kind or nature, for any act or omission of any User or other third party. Each User agrees that Freedrop is not a party to any agreement entered into between a Host and a Customer, nor is Freedrop an estate agent or an insurer. Freedrop has no control over the conduct of Hosts, Customers and other Users, and disclaims any and all liability arising as a result of the conduct of Hosts, Customers and other Users.

7. LIMITATION OF LIABILITY

Each User agrees that, to the maximum extent permitted by law, the entire risk arising out of his access to and use of this Site, his Listing or booking of any Space through this Site, and any contact he has with other Users whether in person or online remains with him. Save as required by law, and then only to the extent required by law, Freedrop will not be liable to any User for any loss (including consequential loss or loss of profit) arising out of or in connection with (i) that User's use of or inability to use this Site, (ii) any communications, interactions or meetings by that User with other Users or other persons with whom that User communicates

or interacts as a result of his use of this Site and (iii) that User's breach of these Conditions. This is the case whether the alleged loss is based on warranty, contract, tort (including negligence), product liability or otherwise, and whether or not Freedrop has been informed of the possibility of the loss. By using this Site, each User (in this paragraph, the relevant User) agrees that any legal remedy or liability that he seeks to obtain for actions or omissions of other Users or third parties will be limited to a claim against the particular User or third party that caused harm to the relevant User and that the relevant User will not attempt to impose liability on, or seek any legal remedy from, Freedrop with respect to those actions or omissions.

8. INDEMNIFICATION

Each User agrees to release, defend, indemnify and hold Freedrop and its affiliates and subsidiaries, 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:

1. that User's access to or use of this Site or his breach of any of these Conditions;
2. that User's Member Content;
3. any injury occurring to any person or property as a result of the use, occupancy, travel to or from, or the entry or exit from, any Space by that User; and
4. that User's (i) interaction with any Member, (ii) booking of a Space, (iii) Listing or (iv) the use or condition of a Space by that User, including, but not limited to, any injuries, losses or damages of any kind arising in connection with or as a result of booking or use of a Space.

9. Freedrop'S OWNERSHIP OF THIS SITE

No User may copy, download, transmit, reproduce or create derivative works from any Content without Freedrop's prior written consent. Freedrop's logo and trade name, and any image on this Site that bears them, are trademarks of Freedrop and may not be used without Freedrop's prior written permission.

10. PRIVACY POLICY

Freedrop's Privacy Policy can be found [here – insert link]. It forms part of these Conditions.

11. GOVERNING LAW AND OTHER GENERAL PROVISIONS

These Conditions and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law. The English courts have jurisdiction to settle any disputes that arise under the contract arising between Freedrop and each User. These Conditions constitute the entire agreement between Freedrop and each User and supersede any previous agreement between those parties with respect to all matters referred to in them. Save where Freedrop acts as an agent for Hosts under Condition 15 ("*Listings*"), nothing in these Conditions shall constitute a partnership or joint venture of any kind between Freedrop and any User or constitute either party the agent of the other for any purpose. Any failure by Freedrop to enforce any of these Conditions at any time shall not be construed as a waiver of that Condition. These Conditions are personal to Freedrop and each User. Freedrop may assign its rights under these Conditions to any successor to its business. Otherwise neither party shall assign or transfer any of its rights or obligations under this contract without the prior written consent of the other party.

12. COOKIES

Freedrop may store information about Users using cookies (files which are sent by Freedrop to a User's computer), which Freedrop can access when the User visits this Site in future.

[Freedrop Limited] – Website Privacy Policy Key details

This privacy policy sets out how www.freedrop.co uses and protects any information that you give [Freedrop Limited] when you use this website. [Freedrop Limited] is committed to ensuring that your privacy is protected. If you are asked to provide information when using this website, it will only be used in the ways described in this privacy policy. This policy is updated from time to time. The latest version is published on this page. This website privacy policy was updated on: 14 August 2017 If you have any questions about this policy, please email [info@freedrop.co].

What data we gather

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- website usage data
- other information relevant to customer surveys and/or offers

How we use this data

Collecting this data helps us understand your needs and enables us to deliver improved products and services.

Specifically, we may use data for:

- Internal record keeping.
- Improving our products and services.
- Contacting you in response to a specific enquiry.
- Customising the website for you.

Sending you promotional emails about new products, special offers or other information which we think you may find interesting, using the email address which you have provided.

Contacting you for market research purposes. We may contact you by email, phone, fax or mail.

Security

We will always hold your information securely. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. We also follow stringent procedures to ensure we work with all personal data in line with the Data Protection Act 1998 (UK) and Personal Data (Privacy) Ordinance (Cap. 486) (Hong Kong).

Cookies and how we use them

What is a cookie? A cookie is a small file that asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie enables our website to identify your computer as you view different pages on our website. Cookies allow web applications to store your preferences in order to present content, options or functions that are specific to you. They also enable us to see information such as what pages you tend to visit. How we use cookies: We may use cookies to

- Analyse our web traffic using an analytics package. This helps us improve our website and tailor it to customer needs.
- Identify whether you are signed in to our website.
- Store information about your preferences. The website can then present you with information you will find more relevant and interesting.

Cookies do not give us access to your computer or any information about you, other than the data you choose to share with us. You can use your web browser's cookie settings to determine how our website uses cookies. If you do not want our website to store cookies on your computer or device, you should set your web browser to refuse cookies. However, please note that doing this may affect how our website functions. Some pages and services may become unavailable to you. Unless you have changed your browser to refuse cookies, our website will issue cookies when you visit it.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes; and
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by emailing us at [freedrop@gmail.co].

We will not sell, distribute or lease your personal information to third parties unless we have your permission or the law requires us to. Any personal information we hold about you is stored and processed under our data

protection policy, in line with the Data Protection Act 1998 (UK) and Personal Data (Privacy) Ordinance (Cap. 486) (Hong Kong). If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible, at [info@freedrop.co]. We will promptly correct any information found to be incorrect.

Links from our site

Our website may contain links to other websites. Please note that we have no control of websites outside the www.freedrop.co domain. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy policy. You should exercise caution when submitting data to websites. Read the site's data protection and privacy policies fully.