

TERMS AND CONDITIONS

VERSION 4.0, 18th September 2023

We know how challenging it is to meet your classmates with different schedules, divergent commitments and deadlines. FreeHour solves this problem and much more, by being your 6th form and University companion.

But first things first, who are we, and what are these Terms all about?

Our full and complete name is FreeHour Limited, a company incorporated under the Laws of Malta bearing company registration number C82326 with our registered office situated at Salis Residence, Blk A, 12 Triq Il Qala, St. Paul's Bay SPB 1640, Malta. Throughout these terms we may use the terms "FreeHour", "we", "us" or "our" interchangeably to refer to this corporate entity.

These terms of use ("Terms") are intended to govern the terms and conditions under which we allow you to access and use our mobile application ("the FreeHour App") and our website ("Site"). For ease of reference, we shall refer to the FreeHour App and to the Site collectively as the "FreeHour Solutions". By downloading the FreeHour App or otherwise using our Site, you agree to be legally bound by these Terms. Since you are going to be legally bound by them, we encourage you to take a few moments to read such Terms carefully and make sure you understand them.

We have tried to make these Terms fair and straightforward. However, if you have any questions please feel free to get in touch with us through any of our contact channels.

1. Account

- i. In order to use the FreeHour Solutions and access the features that we provide, you need to create an account with us. In order to do so, you must:
 - a. personally register in your own name by submitting the information requested in the account registration page;
 - b. be over thirteen (13) years of age and not legally incapacitated. If you are under 18 years of age, you must have your parent or legal guardian's permission to use the FreeHour Solutions. Please ensure that your parent(s) or legal guardian(s) read these Terms with you and give their consent accordingly. When a parent or guardian gives such consent, it is considered that consent is being given on behalf of the parent/guardian but also the respective minor;
 - c. agree to be bound by the Terms; and
 - d. undertake to ensure that any information you provide is correct and kept up to date on an ongoing basis.
- ii. A parent or legal guardian of a user under the age of 18 who allows their minor child to access and use the FreeHour Solutions becomes automatically subject to the Terms and assumes full responsibility for their child's activity when using the FreeHour Solutions.

2. Account Safety

- i. You are solely responsible to ensure that you do not disclose the password chosen to anyone and if you suspect that your password has been compromised you may contact us to provide you with a new one.
- ii. We will assume that anyone logging in by entering the correct username and password is the person entitled to do so. We shall not be held responsible or liable for any loss that you incur as a result of misuse of your login details.

3. Use of the FreeHour Solutions

- i. You agree that you will only use the FreeHour Solutions for your own personal use.
- ii. You may only use the FreeHour Solutions in a manner that is lawful, respectful and that complies fully with the provisions of these Terms and any Acceptable Usage Policy that we may publish from time to time. Specifically:
 - a. you must ensure that you comply fully with any and all applicable local, national, and international laws and/or regulations;
 - b. you must not use the FreeHour Solutions in any way, or for any purpose, that is unlawful or fraudulent;
 - c. you must not use the FreeHour Solutions to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;
 - d. you must not use the FreeHour Solutions in any way not intended or permitted by us, or for any purpose, that is intended to harm or annoy any person or persons in any way; and
 - e. you must not do anything that may prejudice our infrastructure, or interfere with the experience of any other user.

4. The current functionalities and features

- i. The full benefits of the FreeHour Solutions can only be achieved if you take advantage of its social features, allowing you to share specific data with your friends. We however understand that you may not be comfortable in doing so and we give you the flexibility to utilise the FreeHour App solely as a standalone solution.

The Timetable Feature

- ii. You may upload your schedule of lectures. We currently provide you multiple options to upload your schedule, specifically (i) inputting them manually, (ii) importing them from your Google calendar or (iii) importing a timetable that was already uploaded by one of your friends.
- iii. Once your schedule has been uploaded, you may choose to allow your friends to view your next 7 days of your timetable and/or view those slots where both you and your friends are free. These features are only intended to facilitate the coordination of shared free time, and any other use is strictly prohibited.

The Tracking Feature

- iv. The tracking function allows you to track tasks, exams and attendance.
- v. Similarly to the above, you may choose to share certain details with your friends.

The Lifestyle Section

- vi. From time to time, we may publish promotions, discounts and offers (collectively "promo(s)") from third parties ("advertiser(s)").
- vii. Please access the Lifestyle tab for a list of the promos that are available. Each promo will include (i) the advertiser, i.e. third party responsible for offering and administering the promo; (ii) the discount, special offer or benefit that you may be entitled to; and (iii) instructions on what you need to do to qualify and obtain the benefit associated with the promo.
- viii. These promos are not under the control of FreeHour. Kindly note that we provide you with access to these promos only as a convenience to you, and FreeHour does not review, approve, monitor, endorse, warrant, or make any representations with respect to these promos.
- ix. As soon as you choose to redeem a promo, you will be entering into a transaction directly with the third party advertiser. We are not a party to this transaction. Hence, we encourage you to apply a suitable level of caution and discretion before choosing to redeem promos. If you have any queries or questions relative to the promo or to the conditions relating to the transaction, please liaise directly with the respective third party advertiser before you choose to redeem a promo.
- x. Furthermore, we are not responsible for the data processing practices of any third party advertiser, which may differ from how we use and process data. We encourage you to review the relevant privacy notices set out by each third party advertiser before disclosing any information to such entities.

The Stipend Feature

- xi. The stipend feature allows you to track your upcoming stipend, whilst also viewing dates of all upcoming stipend dates.

The Campus Maps Feature

- xii. The campus maps feature allows you to view information about a variety of venues and locations in your respective school, including videos to help you arrive at your desired location, faculty or class room.

5. Warranties

- i. Your use of the FreeHour App (and generally all the FreeHour Solutions) is at your sole risk. The FreeHour Solutions are made available to you on an "as is", "with all faults" and "as available" basis. We expressly disclaim and exclude, to the fullest extent permitted by applicable law, all warranties, conditions and representations of any kind, whether express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- ii. We make no warranty or condition that (i) the FreeHour Solutions will meet your requirements, (ii) the FreeHour Solutions will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Platform will be accurate or reliable, or (iv) the FreeHour Solutions will meet your expectations.
- iii. We may include or upload links to other websites or third party applications. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website does not imply approval or endorsement of the linked website by us. If you decide to leave our Solutions and access these third party websites, you do so at your own risk.

6. Intellectual Property Rights

Content belonging to FreeHour

- i. The FreeHour Solutions and all content as may from time to time be uploaded to or displayed on the FreeHour Solutions by us (hereinafter "Our Content"), are protected by trademark, copyright and other laws protecting intellectual property and confidential information. All rights are reserved. Reproduction, transfer, distribution or storage of part or all of Our Content in any form (which for the avoidance of doubt include software, images, photographs, videos, audio, and text) without our prior written permission is prohibited except in accordance with the following permission. We consent to you storing on your computer or printing copies of extracts from these pages for your personal use only.
- ii. You acknowledge that the software and all material which may be visually and/or audibly presented to you in your use of the FreeHour Solutions is either our intellectual property (including, but not limited to, copyright, domain name rights and trademarks) or of our licensor(s) and in this regard you acknowledge that you have no rights whatsoever to use or lay claim to any intellectual property belonging to us and/or our licensors.
- iii. FreeHour grants you a limited, personal and non-exclusive license to access and use Our Content and any software that is embedded within it solely for the purposes set out in these Terms of Use. You may not transfer this license or provide any rights therein to any third parties.
- iv. No unauthorised use of freehour.eu, or any other uniform resource locator ("URL") owned and/or used by us, may be made on another website or digital platform without our prior written consent.

- v. You agree not to monitor, use or copy the FreeHour Solutions or Our Content except where this is allowed explicitly. Any unauthorised use or reproduction may be prosecuted.
- vi. Any data and any information licensed to us from third parties is provided for use on the Platform only and may not be used for any commercial purposes without the consent of such third parties.

Content uploaded by You

- vii. FreeHour does not claim ownership rights in any content as may from time to time be uploaded to or displayed on the FreeHour Solutions by you or by us on your behalf (hereinafter "Your Content"). You grant FreeHour a licence solely to enable FreeHour to use any information or Your Content you supply FreeHour with, whether by means of the Solutions or otherwise, so that FreeHour is not violating any rights you might have in Your Content. You grant FreeHour a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right (with the right to authorise further sub-licensing) to exercise the copyright, publicity, and database rights you have in Your Content, in any media now known or not currently known, with respect to Your Content. You agree to allow FreeHour to store or re-format Your Content on the FreeHour Solutions and display Your Content on the FreeHour Solutions or in any other media or means of communication in any way as FreeHour chooses (including modifications which do not modify the meaning of the content, such as for example, translations).
- viii. To the fullest extent permitted by law, you waive your moral rights in relation to Your Content and irrevocably undertake not to assert any such rights against us or any of our authorised users or assignors.
- ix. You hereby indemnify, defend, and hold FreeHour harmless against all loss, liability or expense (including reasonable attorney and witness fees and expenses) arising out of any claim brought by a third party that Your Content infringes upon, misappropriates, or otherwise violates any rights (including intellectual property rights) owned or controlled by a third party.
- x. By posting Your Content on the FreeHour Solutions or in any other media or means of communication, it is possible for an outside website or a third party to re-post Your Content. You agree to hold FreeHour harmless from any dispute concerning this use.

Other

- xi. If you believe that any Content breaches your or any third party rights, please get in touch with us without any delay by sending an email to hello@freehour.eu
- xii. The FreeHour Privacy Policy outlines our practices relative to data protection and privacy.

7. Our Liability

- i. To the fullest extent permitted by applicable law, we will not be liable for any (a) indirect, incidental, special, consequential, punitive or exemplary damages, (b) damages for loss of profits, (c) damages for loss of goodwill, (d) damages for loss of use, (e) loss or corruption of data, or (f) other intangible losses (even if FreeHour has been advised of the possibility of such damages), whether based on contract, tort, negligence, or otherwise, arising out of or in connection with the use of (or inability to use) the FreeHour Solutions (or any of them) or the use of or reliance upon any content included, available or accessible on the FreeHour Solutions.
- ii. To the fullest extent permissible by law, we exclude all representations,

warranties, and guarantees (whether express or implied) that may apply to FreeHour Solutions or to any content included in the FreeHour Solutions.

- iii. We exercise all reasonable skill and care to ensure that the FreeHour Solutions is free from viruses and other malware. To the fullest extent permitted by law, we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the FreeHour Solutions.
- iv. As a consumer, you may be entitled to certain rights. Nothing contained in these terms shall deprive you of these rights, but only to the extent that these apply.
- v. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of the FreeHour Solutions or with these Terms, your sole and exclusive remedy is to discontinue use of the FreeHour Solutions.
- vi. To the maximum extent permitted by applicable law, and unless otherwise excluded in terms of the aforementioned, in no event will our total liability to you for all damages, losses (including contract, negligence, statutory liability or otherwise) or causes of action exceed the amount of one Euro (€1).
- vii. Nothing in these Terms excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.
- viii. We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations that is caused by events outside our reasonable control.

8. Termination

- i. We have the right to close or suspend your account and/or your right and entitlement to use and access the FreeHour Solutions at any time, particularly if: (a) your account is dormant for more than six months; (b) you breach these Terms or any other legal agreement in force between us; or (c) allowing you to keep using our FreeHour Solutions would violate applicable law or a court order.
- ii. We have the right to deactivate, remove, modify or replace the FreeHour Solutions or any specific part or functionality, at our discretion, without prior notice. However, we will make reasonable efforts to notify you, particularly if we believe that failure to do so would materially prejudice you. You acknowledge and agree that we will not be liable to you and any third party if we exercise any of our rights indicated above.
- iii. You also have the right to close your account at any time by following the instructions in the relevant part of our FreeHour App. You understand that by cancelling your account you will be unable to use the FreeHour Solutions and access the data in your account.
- iv. Following the termination of your account (howsoever caused), you will no longer have the ability to access the FreeHour Solutions or retrieve any relevant data associated with your account. The termination will result in the discontinuation of your privileges and rights to use the FreeHour Solutions. Nevertheless, it is important to understand that specific terms and conditions outlined in these Terms will continue to apply even after the termination of your account.

9. Viruses, Malware and Security

- i. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks. Exercise caution when downloading data or material from or through the FreeHour App. We cannot be held liable or responsible for any issues arising from this.
- ii. You must not do, attempt to do, or assist any third party to do any of the following: (a) decipher, decompile or reverse engineer any software or code that is used by us in relation to the FreeHour Solutions, (b) circumvent, disable, override or otherwise interfere with any security feature that we implement to safeguard our infrastructure, FreeHour Solutions or the content therein, (c) interfere with or place an unreasonable load on our infrastructure; (d) "framing," "mirroring," or similar actions that involve copying or simulating the visual appearance or features of our FreeHour Solutions and; (e) use or access any account without permission
- iii. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the FreeHour Solutions.
- iv. You must not attempt to gain unauthorised access to any part our FreeHour Solutions, the server on which the FreeHour Solutions is stored, or any other server, computer, or database connected to the FreeHour Solutions.
- v. You must not attack the FreeHour Solutions by means of a denial of service attack, a distributed denial of service attack, or by any other means.

10. Privacy and Cookies

- i. Use of the FreeHour Solutions is also governed by Privacy Policies, available from www.freehour.eu/privacy-policy. These policies are incorporated into these Terms by this reference.

11. Data Protection

- i. All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- ii. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policies, available from www.freehour.eu/privacy-policy.

12. Entire Agreement; Changes to these Terms

- i. These Terms and any other document expressly referred to herein constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to this subject matter. We both agree and accept that, neither of us relied on any representation or warranty (whether made innocently or negligently) that is not set out in Terms or the documents referred to in them.
- ii. We may alter these Terms at any time, but in any case we will inform you accordingly, by means we deem reasonable in the circumstances.
- iii. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

13. Feedback & Complaints

- i. It is important to us to ensure that your feedback is heard.
- ii. You may send any message containing complaints, suggestions, or queries that you might have regarding the use of the Platform by contacting us through any of our contact channels.
- iii. All messages are handled with due care by us and shall be confidential.
- iv. Upon receiving your message we will endeavour and do our utmost to reply as soon as is practicable.

14. Waiver, Severability

- i. Our failure or delay to enforce any provision of these Terms is not a waiver of our right to do so later.
- ii. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

15. Assignment

- i. We reserve the right, without your consent, to assign these Terms and our rights and obligations under these Terms to a third party. This may happen as a result of or in preparation of a corporate transaction but there may be other circumstances where we may decide to do so.

16. Law & Jurisdiction

- i. These Terms, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Malta.
- ii. You irrevocably agree to submit yourself to the non-exclusive jurisdiction of the Courts of Malta for settlement of any matter or dispute whatsoever arising out of these Terms or the use of our Solutions.
- iii. In any case, this choice of applicable law and jurisdiction shall not have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.