

Terms and Conditions

Thank you for your interest in these Terms and Conditions (the “Terms”). These Terms constitute a legal agreement between you and Freebid governing the use of our website and services.

1. ABOUT US

- 1.1. We are Freebid of Via Robert Capa, 7 Piosasco (TO), Italy (“Freebid”, “we”, “us”, or “our”).
- 1.2. We operate www.freebid.biz (our “website”).
- 1.3. To contact us, please use assistenza@freebid.biz.
- 1.4. These Terms were last updated on Saturday, 02. December 2023, and are the current and valid version.
- 1.5. The following additional terms apply to your use of our Services and form part of these Terms:
 - 1.5.1. Our Privacy Policy; and
 - 1.5.2. Our Cookie Policy.

2. GENERAL

- 2.1. By using this website you are deemed to accept the following terms and conditions ("this website" means the whole or any part of the web pages located at www.freebid.biz, and include the layout of this website; individual elements of this website's design; underlying code elements of the website; or text, sounds, graphics, animated elements or any other content of this website) operated by Freebid.
- 2.2. As you browse through this website you may access other websites that are subject to different terms and conditions. When using these other sites, you will be bound by the terms and conditions posted on those websites.
- 2.3. Freebid may change these terms at any time without notice. Any amendment will be effective immediately. Your use of this website after any amendment constitutes an agreement by you to comply with and be bound by the amended terms and conditions. Accordingly, you should read these terms from time to time for changes.

3. OUR SERVICES

- 3.1. Freebid allows you to redeem free credits to be used on bidoo.com and subject to bidoo.com's Terms and Conditions in exchange for the view of certain advertisements or by virtue of a subscription fee as set out on our website and on a per account basis.
- 3.2. Freebid is not associated with bidoo.com and does provide its services through an API connection to the Users bidoo.com.
- 3.3. Freebid may not be always accessible due to the planned maintenance and updates of our software. If possible, we will inform you about such maintenance in advance, via e-mail, our website or via Freebid interface.

4. YOUR ACCOUNT

- 4.1. By registering for an Account, you agree and acknowledge that:
 - 4.1.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
 - 4.1.2. you shall ensure that all Users of your Account abide by these Terms.
- 4.2. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account.
- 4.3. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorized to do so.
- 4.4. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.

5. USER RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 5.1. This website is our copyright property. All rights are reserved.



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- 5.2. You are provided with access to it only for your personal and non-commercial use. Other than for these permitted purposes, and for the purposes of and subject to the conditions prescribed under statutes that apply in your location, you may not, in any form or by any means:
 - 5.2.1. adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website; or
 - 5.2.2. commercialize any information, products or services obtained from any part of this website;
 - 5.2.3. without our written permission.
- 5.3. All rights in this website and the content on this website including copyright, design rights, source codes and any other intellectual property rights in any of the foregoing are reserved to Freebid and/or their content and technology providers.
- 5.4. All trade names, service marks and other product and service names and logos displayed on the website are proprietary to their respective owners and are protected by applicable copyright laws.
- 5.5. Nothing contained on the website should be construed as granting any license or right of use of any other person's or entity's intellectual property which is displayed on this website without their express permission.

6. ADVERTISERS AND AFFILIATES

- 6.1. We allow advertisers and affiliates to display their advertisements and links and other information in certain areas of the website. If you are an advertiser or affiliate, you take full responsibility for any advertisements you place on the website and any services provided on the website or products sold through those advertisements.
- 6.2. We simply provide the space to place such advertisements and links, and we have no other relationship with advertisers and affiliates.
- 6.3. Our website may contain links to other websites solely for your convenience only and may not remain current or be maintained. Freebid does not endorse, recommend or approve of any information, products or services referred to on such linked sites and assumes no responsibility for the contents of any other website to which this website offers links.
- 6.4. You may not link the homepage or any other parts of this website without prior written consent from Freebid.
- 6.5. Your use of any link to a linked website is entirely at your own risk.
- 6.6. Unless stated otherwise on this website, Freebid has:
 - 6.6.1. no relationship with the owners or operators of those linked website; and
 - 6.6.2. no control over or rights in those linked websites.

7. PRIVACY

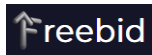
These terms and conditions incorporate, and should be read together with, the Freebid Privacy Policy and Cookie Policy. Freebid will use only the personal data which you submit to us via the website in accordance with our Privacy Policy and Cookie Policy.

8. FREE ACCESS

- 8.1. We may make one or more parts of the Services available to you on a free of charge basis until the earlier of: (a) the end of the free of charge basis period; (b) the date that you purchase the relevant Service; or (c) termination by us at our discretion.
- 8.2. The provisions of these Terms will also apply to the trial period. We may notify you of additional terms that apply to the trial of certain services and any such additional terms are incorporated into these Terms by reference.

9. SUBSCRIPTION

- 9.1. Our Services require payment of subscription fees before you can access or use them ("Fees"). These Fees will be notified to you through our pricing plan available at <https://freebid.biz/dashboard.php>.



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- 9.2. If you purchase a recurring subscription from us, the subscription period for your Account shall be renewed automatically at the expiry of each subscription period, until terminated successfully through our website. By purchasing the recurring subscription, you authorize us or our related corporations to automatically charge the Fees:
- 9.2.1. upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and
 - 9.2.2. on the renewal date of the subscription period thereafter, without any further action by you.
- 9.3. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our website or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our website or any of the Services.
- 9.4. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advance written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- 9.5. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 9.6. All payments shall be made by using the payment methods specified by us from time to time currently Stripe. You acknowledge and agree that you are subject to the applicable user agreement of Stripe any third party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 9.7. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 9.8. You may cancel your subscription with 7 days notice prior to the end of your current subscription period by emailing us assistenza@freebid.biz. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees. If you cancel your subscription, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.
- 9.9. In accordance with applicable consumer protection law, you have the right to cancel this Agreement within fourteen days after the conclusion of this Agreement without providing any reasons provided however that no actions have been taken in respect of your Account. To cancel in accordance with this provision please email us using assistenza@freebid.biz.

10. CHARGEBACK

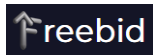
You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any transaction. If you make a card payment through and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and or pursue legal action as the case may be.

11. END OF LIFE

We reserve the right to End-Of-Life (EOL) the Service at our sole discretion and shall provide 3 months notification of such EOL event. If you prepaid Fees for a service which is subject to EOL, we will use commercially reasonable efforts to a) transition you to a substantially similar Service or b) upon our express written agreement, ensure the Service availability, without uptime guarantee or test bug fixes, patches, or enhancements to the Services.

12. TECHNICAL REQUIREMENTS AND RESPONSIBILITY

- 12.1. Users are responsible for ensuring that the technical requirements for access to and use of the respective Services are met.



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- 12.2. This applies in particular to the hardware and operating system software used, the connection to the Internet, the firewall settings (if any) and the current browser software. The User shall carry out necessary and reasonable adjustment measures himself/herself and shall bear the costs for the Internet connection in order to be able to access the Services.
- 12.3. Freebid does not guarantee that the services offered can actually be used with the User's device.

13. DATA CHARGES AND MOBILE DEVICES

You are responsible for all data-related charges that you may incur for using our Services, including, without limitation, mobile, and data charges. You should understand or ask your service provider what charges you may incur before using the Services.

14. SERVICE LEVELS AND SUPPORT

- 14.1. During the Subscription Term, we shall render all commercially reasonable efforts to provide technical support to assist you in using the website and the Services. The total amount of technical support provided by us shall be governed under the fair use principle.
- 14.2. We have no obligation to provide any support:
 - 14.2.1. for anything other than our Services;
 - 14.2.2. if you or a third party has altered or modified any portion of the Services;
 - 14.2.3. if you have not used the Services in accordance with the documentation or instructions provided by us;
 - 14.2.4. to anyone other than you.
- 14.3. The response time for contacts concerning technical support made by you will not exceed 72 hours. If the response time exceeds 72 hours, we will present you with a technical justification and define a new deadline for carrying out and completing the support service.

15. PROPRIETARY RIGHTS

- 15.1. You acknowledge and agree that we own all intellectual property rights in our Services. Except as expressly stated herein, this agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of our Services.
- 15.2. You confirm that you have all the rights in relation to our Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

16. PROHIBITED USES

- 16.1. You may use our website only for lawful purposes. You may not use our website:
 - 16.1.1. in any way that breaches any applicable local or international laws or regulations;
 - 16.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 16.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
 - 16.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 16.2. You also agree:
 - 16.2.1. not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
 - 16.2.2. not to access without authority, interfere with, damage or disrupt:
 - 16.2.3. any part of our website;
 - 16.2.4. any equipment or network on which our website is stored;
 - 16.2.5. any software used in the provision of our website; or
 - 16.2.6. any equipment or network or software owned or used by any third party.

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17. LIMITATION OF LIABILITY

- 17.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any related content. You expressly agree that your use of the Services and our website is at your sole risk.
- 17.2. You agree not to use the Services, our website and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our website or any other website or software) for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; or any other indirect or consequential loss or damage.
- 17.3. Nothing in these Terms shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud; and/or any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 17.4. These terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our website. Except as expressly stated in these terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the Services and our website which might otherwise be implied into, or incorporated in, these terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

18. OTHER IMPORTANT TERMS

- 18.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
- 18.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 18.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 18.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 18.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 18.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 18.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of Italy. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such disputes or claims. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Italy.