



The Agreement

1. Definitions

- 1.1. "FREIHUB" means EASY FREIGHT LTD trading as FREIHUB - Publishers of <http://freihub.com> its associates and/or subsidiaries.
- 1.2. "The Agreement" means the Agreement between FREIHUB and the Member Agent for the sale of a listing and/or advertising services, press release, newsletter or other online services furthermore called "Services" of which these terms and conditions are part. All written and/or oral statements and representations are superseded by the Agreement, unless inclusions or exclusions of terms contained herein are specifically varied by FREIHUB in writing.
- 1.3. "The Member Agent" means the firm, company or organization with whom the Agreement is made.
- 1.4. "Parties" mean the Member Agent and FREIHUB.

2. Acceptance of the Services

- 2.1. The Member Agent by placing an order for the Services confirms their acceptance of the Agreement and agrees to be bound by the Agreement. Furthermore, regarding press releases or newsletter the Member Agent accepts that FREIHUB's decision is final and it reserves the right to distribute press releases or newsletter as it sees fit.
- 2.2. Upon receipt of payment and information the Services will be made live.
- 2.3. FREIHUB reserves the right to cease, suspend or remove the Services from <http://freihub.com>, if at such time there is a dispute or delay over an agreed payment.

- 2.4.** FREIHUB reserves the right to suspend or remove Silver, Gold or Platinum memberships if they are not suitable or the Member Agent is deemed to act in an unprofessional manner.

3. Prices, Payments and Refund Policy

- 3.1.** All prices quoted by FREIHUB are exclusive of VAT/GST and/or taxes applicable at the time.
- 3.2.** The name that will appear on your statement will be FREIHUB
- 3.3.** All prices will be reviewed from time to time and any changes will be advertised within this website and by email.
- 3.4.** Payments will only be accepted in USD.
- 3.5.** You have a right to cancel your order within 30 days. To cancel please email support@freihub.com quoting your membership number and we shall make a refund within 30 days. You also have any rights given to you by your credit card provider if you have paid by credit card.
- 3.6.** There is no legal obligation for us to make any refund.

4. Copyright

- 4.1.** FREIHUB reserves copyright on all materials and designs and forbids the Member Agent to pass such materials and designs to a third party or associated business without first seeking FREIHUB's permission and agreement.
- 4.2.** Any third party copyright materials used by FREIHUB on behalf of the Member Agent cannot be used by the Member Agent without first seeking the third parties permission or agreement.
- 4.3.** If the Member Agent supplies FREIHUB with text, photography, artwork, animation, brochures, information or material of any kind, FREIHUB will not at any time be responsible whatsoever in regard to copyright, errors or omissions, faults or subsequent damages. This also includes that supplied by software, discs or electronic transfers if supplied by the Member Agent to FREIHUB for publishing to the Internet.

- 4.4. The Member Agent must indemnify FREIHUB against third parties suffering subsequent faults and damages caused to hardware, software programs, or such damages as loss of production and earnings, due to materials supplied by the Member Agent for use by FREIHUB.
- 4.5. FREIHUB will not be held responsible for establishing 'Rights of Usage' on any materials supplied by the Member Agent.

5. Indemnity

The Member Agent shall not hold FREIHUB liable for any claims filed by other Member Agents or third parties for the activities or operations that the Member Agent performs through the network.

6. Confidentiality

FREIHUB will use every endeavour to maintain confidentiality of information so received.

7. Payment Protection System (PPS)

- 7.1. The Member Agent acknowledges having read, understood, and accepted the twelve points of the PPS , and its general objectives, mode of operation, and scope. In no event shall FREIHUB be liable for any Member Agent's failure to comply with these obligations.
- 7.2. The Member Agent agrees that participation in the PPS will be available for Platinum members only.

8. Eligibility

The Parties acknowledge themselves as professionally qualified and in possession of the necessary expertise and solvency to conduct their operations and to undertake the duties and obligations established in this document.

9. Alteration of Terms of the Agreement

FREIHUB may alter any of these terms after giving advance notice in writing to the Member Agent. Any alteration will be effective from the date specified in the annexes or in FREIHUB notification, though it will be mandatory to give notice 30 days prior to the date of the alteration.

10. Screening of the Member Agents

FREIHUB may use an independent credit risk assessor to supply a financial report for the purpose of verifying the financial data supplied as part of the membership application procedure, and confirming that the Member Agent is stable and solvent.

11. Duration and Termination of the Agreement.

The Agreement will remain in effect unless both parties jointly decide to terminate the Agreement, or the Member Agent resigns from FREIHUB. The Agreement may be terminated if the Member Agent declares bankruptcy, or ceases to exist as a result of insolvency or for any other reason. In all these cases, the Member Agent's published profile will be deleted from FREIHUB website, and the Member Agent's participation and operations in FREIHUB will be terminated.

12. General

- 12.1.** Failure or delay by FREIHUB in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.
- 12.2.** The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.
- 12.3.** English language will be used in all business and official communications between the Parties and other Member Agents.
- 12.4.** Unless the Member Agent notifies FREIHUB of a change of address, all correspondence between the Parties shall be sent to the Parties' addresses or to the telephone numbers and email addresses indicated in the Membership Checkout page.
- 12.5.** The Parties acknowledge that FREIHUB is merely a collaborative association which does not generate any corporate, partnership, agency

or joint-venture relationships between FREIHUB and the Member Agent.

- 12.6.** FREIHUB will not collect debts on behalf of its Member Agents, but it may expel the Member Agents who fail to meet their obligations to other Member Agents. While it carefully screens applicants to ensure that only the most reputable firms are admitted to the network, FREIHUB will accept no responsibility for any unpaid debts between Member Agents.

13. Governing Law and Jurisdiction

- 13.1.** These conditions and any claim or dispute arising out of or in connection with the Services of FREIHUB shall be subject to the laws of New Zealand and to the exclusive jurisdiction of the courts of New Zealand.