Terms of use

By accessing this website, you the user are bound by the terms and conditions set forth below for your use of the website. The site and the functions, facilities and services related thereto ("the Site") are proprietary services operated and maintained by FREE HOME. This Terms of Use Agreement ("Agreement") contains the terms and conditions on which FREE HOME is willing to permit your use of the Site and you must accept these terms and conditions for use of the Site. Your use of the Site signifies your agreement to the terms and conditions of this Agreement. If you do not agree with these terms and conditions, you should exit the Site now and not use the Site in the future.

1. USERS

This Site may be used by you in an individual capacity or as a representative of a business entity. This Site is available only to individuals of the age of majority who can form legally binding contracts under applicable law and your use of this Site is your representation that you satisfy this requirement. You are solely responsible for maintaining the confidentiality of your password/passphrase and account. Furthermore, you are solely responsible for any and all activities that occur under or in connection with your account or which result from access to or use of the Site using your password/passphrase or account. Each user is solely responsible for his or her transmissions.

2. PROHIBITED USES

You agree that you will not use the Site: (i) in a manner that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; (ii) to invade the privacy of others; (iii) to violate, plagiarize, or infringe on the intellectual property or contractual rights of any person in connection with any use of the Site; (iv) to transmit unlawful, fraudulent, offensive, obscene, pornographic, defamatory, abusive, threatening, discriminatory or otherwise objectionable material; or (v) to encourage conduct that would give rise to civil liability of any manner.

You agree that you will not: (i) violate, or assist in violating, the security of the Site, whether intentionally, negligently or otherwise; (ii) impersonate FREE HOME personnel or other persons or entities; (iii) use any electronic mail message, device, software or programming routine that may impair, interfere or impose an unreasonable burden on the Site or FREE HOME; (iv) intercept or expropriate any system, data or information of this website; or (v) resell, assign or transfer, in whole or in part, your right to use the Site.

You agree to provide true, accurate, and complete information about yourself, to update such information as necessary, and to maintain the confidentiality of your password/passphrase and account designation. You agree that you are solely responsible for all activities that occur using your password/passphrase or account. You agree to notify FREE HOME immediately in the event of any unauthorized use of your password/passphrase or account or any other breach of security. You agree that FREE HOME's employees may have access to your account and records as reasonably necessary to investigate complaints and maintain the Site.

3. PROPRIETARY MATERIALS

All content included on this web site is the property of FREE HOME and is protected by European copyright laws or other intellectual property laws in the European Union and/or other countries. You are not permitted to modify, distribute, reproduce, publish, transmit or create derivative documents from any material found on this site for any public or commercial purposes. You may download a copy of the material on this site on a single computer for personal, non-commercial home use,



1/4

provided that you do not remove any copyright, trademark or other proprietary notices from the downloaded materials without prior written approval from FREE HOME.

FREE HOME's trademarks, service names, graphics, logos, images, content, page headers, button icons, and scripts, including SLIDES, PODS, FOLDING and GEODESIC are trade names, trademarks, services marks, or trade dress of FREE HOME in the European Union and/or other countries. FREE HOME's trade names, trademarks, service marks and trade dress may not be used in connection with any product or service that is not FREE HOME's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits FREE HOME. All other marks not owned by FREE HOME that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by, FREE HOME.

4. USER INFORMATION; PRIVACY

You should carefully review our current Privacy Policy which is incorporated in this Agreement by reference. We reserve the right to disclose certain information regarding you to third parties, and any information required to be disclosed by law to government authorities.

5. NO WARRANTIES

We try to present information that is complete and accurate; however, the information and services included in or available through the Site (including unit prices) may include inaccuracies or errors. FREE HOME reserves the right to make improvements and/or changes to the Site and the Site information at any time without notice. FREE HOME does not guarantee that access to or use of the Site will be uninterrupted or error free, that bugs or malfunctions will be corrected, or that the Site and its servers are free of harmful components. FREE HOME does not guarantee that the uses of its Site, or the materials provided within the Site, are accurate, without error, or reliable; accordingly, by using this Site you acknowledge that any reliance upon such information or materials shall be at your sole risk.

You acknowledge that FREE HOME will not be responsible for any injuries or damages connected with the use of, loss of use of, or inability to use, the Site. The user is solely responsible for any and all information that he or she transmits using the Site. FREE HOME will not be responsible or liable for any product acquired or requested using the Site. The user's sole and exclusive remedy is to discontinue their use of the Site.

YOU AGREE TO ACCEPT THE SITE "AS IS" AND TO USE IT AT YOUR SOLE RISK. FREE HOME DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, IMPLIED, INCLUDING WITHOUT LIMITATION EXPRESSED OR WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR PARTICULAR PURPOSE. YOU AGREE THAT FREE HOME WILL HAVE NO LIABILITY FOR INJURIES OR DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH YOUR USE OF THE SITE. THIS SECTION 5 IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND FREE HOME. NEITHER THE SITE NOR CONTAINED THEREON WOULD BE MAINTAINED WITHOUT SUCH ANY SERVICES DISCLAIMERS AND LIMITATIONS OF LIABILITY IN EFFECT. FREE HOME WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

6. **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless FREE HOME, its subsidiaries, officers, directors, owners and employees, from and against any loss, damage or costs, including reasonable attorney's fees, resulting from any third-party claim, action or demand resulting from your use of the Site.

7. EXPORT CONTROL LAWS

Export of any information from this Site is subject to all European Union Export Control laws. No content from this Site may be downloaded or otherwise exported in violation of these or any other laws.

8. AMENDMENT TO AGREEMENT

FREE HOME has the right to amend this Agreement at any time by posting the amended Agreement on this Site. The amended Agreement will be effective on the date specified in the posting. Your use of the Site following the effectiveness of any notice of amendment will indicate your acceptance of the amended Agreement.

9. GOVERNING LAW AND JURISDICTION

This Agreement and all other aspects of your use of the Site shall be governed by the laws of the European Union, without regard to its conflicts of laws principles. The parties submit to the exclusive jurisdiction of and agree that all claims and disputes arising out of this Agreement or your use of the Site shall be submitted to and resolved by binding arbitration in City of Saint Denis, Reunion Island pursuant to the French Court, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or FREE HOME may seek interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of you or FREE HOME pending the completion of arbitration.

10. ENTIRE AGREEMENT

This Agreement and all materials incorporated herein by reference constitute the entire understanding between you and FREE HOME with respect to your rights and obligations as a user of the Site. If any provision of this Agreement is held to be unenforceable, that provision shall be struck and the remaining provisions shall be enforced to the fullest extent permissible by law. The failure of FREE HOME to enforce any provision of this Agreement at any time is not a waiver of said provision or right or any other present or future provision or right.

11. LINKS TO THIRD-PARTY SITES

The links included within this Site may allow you leave the Site and visit third party sites. These third party sites are not under the control of FREE HOME. FREE HOME is not responsible for the contents of any third party site nor is FREE HOME responsible for the functionality of any third party site. FREE HOME provides links between our Site and third party sites to you strictly as a convenience. A link's inclusion in this Site does not constitute an endorsement of the third-party site or its operators or of the goods or services provided by or accessed through said site.

12. ADVERTISERS AND PROMOTIONS

Any promotions sponsored by advertisers on the Site or your dealings with said advertisers are matters solely between you and that advertiser or third party. FREE HOME is not responsible in



whole or in any part for any such connections or dealing with advertisers, third parties or their promotions.

13. PRICE DISCLAIMER

The price for each FREE HOME unit displayed on this Site includes factory construction of the unit (with materials, fixtures and finishes), onsite unit finish work by our crew; all such prices are subject to change without notice. Please note a delivery cost doesn't included in the base price of any unit. Additional charges may apply based upon geographic location, site-specific conditions and applicable state and local sales tax. Other unit-building costs to consider, which are not included in the price of a FREE HOME unit, include local permitting, site excavation, foundation construction, utility hook-ups, final painting and the incorporation of other site improvements, such as decks, landscaping and driveways. Please contact the FREE HOME's sales team for complete details.

14. DISCLAIMER

Although FREE HOME has attempted to provide accurate information on this web site, FREE HOME assumes no responsibility for any errors, inaccuracies, omissions, delays or other defects in any of the information on this website. FREE HOME may change the products or programs mentioned at any time without notice. Mention of non-FREE HOME products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

THIS SITE IS PROVIDED BY FREE HOME ON AN "AS IS" BASIS. FREE HOME MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, FREE HOME DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FREE HOME WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

