

# Disclaimer

1. All users of this app acknowledge that we act merely to facilitate the renting / hire of items between users, and that we are not the owner of the relevant items or otherwise providing the items for rental via the app, and take no responsibility for the performance or breach of any rental arrangements entered into between users.
2. We make no warranties or representations as to the accuracy of the information of any kind displayed on the app, and you bear all losses and damages suffered as a result of acting in reliance on that information.
3. We are not obliged to and make no undertaking whatsoever to check or otherwise verify that any information provided by any of its users is not in breach of this agreement or any other applicable law.
4. We do not warrant that we and, in particular but without limitation, the app, will be available for use free of technical or functional errors, including the presence of “viruses” “trojans” “spyware” “adware” “bots” and other similarly harmful computer effects, and any losses or damages you suffer as a result thereof, or because you have chosen to temporarily or permanently suspend operation of the app, is a risk borne by you for which you cannot make a claim against us.
5. We have no control over and do not warrant the accuracy of any third party content (including without limitation of any of our partners, affiliates or sponsors), including websites that may be linked to or from the app and has no control over the content and performance of such third party sites.
6. We make no guarantees about the accuracy, currency, content or quality of the information provided by any such third party websites, and assume no responsibility for unintended, objectionable, inaccurate, misleading or unlawful content that may reside on those sites and accepts no liability for any such third party content.
7. You bear any losses or damage however incurred in reliance on third party content on the app or available from the app and we shall not, to the maximum extent permitted by law, be liable in any circumstances for any loss or damage howsoever incurred by you, in relation to the use of our app.
8. We make no warranties or guarantees in relation to our app except as expressly represented by us in writing and to the extent that any such warranties or guarantees are required to be implied by law.
9. We provide our app on a purely "as is" basis without warranty of any kind and, to the maximum extent permitted by law, we expressly disclaim any and all liability and any warranties or guarantees, express or implied, regarding the provision of the services via us, including, but not limited to, any implied warranties or guarantees of merchantability, fitness for a particular purpose, acceptable quality or non-infringement of third party rights.
10. To the maximum extent permitted by law, we do not warrant that our app will meet your requirements or that the use of our app will be uninterrupted or error-free, and you may not make any claim against us for losses or damages you suffer as a result.
11. You assume the risk of any and all damage or loss from use of, or inability to use, the app, and we shall not, to the maximum extent permitted by law, be liable in any circumstances for any loss or damage howsoever incurred by you, in relation to the use of the app.

12. To the maximum extent permitted by law, in no event shall we be liable for damages of any kind (including, but not limited to, special, incidental, or consequential damages, lost profits, or lost data, regardless of the foreseeability of those damages) arising out of or in connection with your use of the app or any other materials or services provided to you by us or otherwise on or from the app and whether arising from breach of contract, tort or any other legal claim under any jurisdiction at law or in equity.
13. It is your responsibility to ensure your own compliance with all applicable laws when using our app, including any applicable tax laws in any jurisdiction and laws governing consumer transactions whether peculiar to a particular item or generally relating to transactions of the type you are engaged in as a result of using our app, and we disclaim any responsibility and liability for this to the full extent permitted by law.
14. It is your responsibility in any rental listing or request to convey what condition you expect the item to be in at the end of the rental period or upon return to you from the renter, subject to fair wear and tear, including without limitation any condition that the item be cleaned, refilled, restocked, refuelled, recalibrated, repaired or stored, when the renter returns the item.
15. It is your responsibility to ascertain the suitability of any for any particular purpose which you may require it.