

WEBSITE TERMS AND CONDITIONS OF USE

You are advised to please read all of these terms and conditions **PRIOR** to your using this website in any way. This is because you agree that, by using this website, you will adhere to the following terms and conditions of use in full and without exception otherwise you should cease your use of this website and exit it immediately.

Ownership

www.braintreehub.co.uk is Braintree Hub's official website that Braintree Hub operates and manages.

Contents of the Website

The Braintree Hub website's content includes, but is not limited to, all graphics, text, images, photographs, illustrations, and their design, selection and arrangement) is safeguarded by copyright and/or trademark law, as applicable as the facts and circumstances dictate.

You are also advised that other trade names and trademarks, may from time-to-time, be featured on this website but, unless otherwise specifically stated to the contrary, these other trade names and trademarks are to remain their individual owners property.

Limited Licence

You may download the Braintree Hub website's materials under a limited licence to **ONE** personal computer and/or print a hard copy of these same materials for personal, non-commercial use so long as all copyright, trademark and other proprietary notices remain in place, since Braintree Hub needs to be acknowledged as the material's source.

You are also advised that any or all of the materials on the Braintree Hub website may **NOT** be used on any other website because such an action is considered to be strictly prohibited.

This limited licence's use is considered to be founded upon both your unequivocal agreement and adherence to these terms and conditions of use in full.

Any other use of this website's materials including reproduction outside of the purposes expressly recognised under these terms and conditions, variation, distribution, or republication, without Braintree Hub's prior permission in writing is absolutely prohibited and will thus be considered to be a violation of Braintree Hub's proprietary rights.

Downloading of Software

In the event that you download any software from the Braintree Hub's website, this software (which collectively refers to any and all files and/or images that the software incorporates or generates, along with any accompanying data) is considered to be wholly subject to the provisions of the limited licence detailed herein.

Dependent on the facts and circumstances prevailing in a given instance, Braintree Hub and/or their supplier retain all right, title, interest and intellectual property rights in and pertaining to the aforementioned software. This means that you **DO NOT** have permission to provide for this software's distribution, sale, or transmission and to alter, modify or otherwise change it, including but not limited to its translation, decompiling, reverse engineering, disassembly, or provision for derivative works development.

Disclaimer

The Braintree Hub website and all of its materials are provided without any kinds of express or implied representations or warranties.

Braintree Hub also expressly disclaims all representations and warranties, including, but not limited to, the need for fitness for purpose to the fullest extent that the laws that are considered to apply are allowed.

Braintree Hub also **DOES NOT** represent or warrant the information and/or facilities on or that may be accessed through the Braintree Hub website are accurate or will be free from defects, including, but not limited to, viruses or any additional elements that are harmful.

You are also advised that the administrators of Braintree Hub website reserve the right to remove any user of the website indefinitely and without notice where any of the following rules are breached:

- (a) No rudeness or abuse of any fellow user, administrator of Braintree Hub website or any other third party;
 - (b) No administrator of Braintree Hub website should ever be blocked from viewing any information that you post;
 - (c) No user should look to use any other users personal data for business or other purposes except where express permission has been provided for them to do so;
 - (d) No attempt to corrupt Braintree Hub website in anyway, including, but not limited to, the uploading of any form of computer virus;
- and
- (e) No spamming of any kind is to be submitted to Braintree Hub website.

Users of this Website

You assume all of the costs resulting from your use of the Braintree Hub website.

Limitation of Liability

Where the applicable laws permit this, neither Braintree Hub nor any of their officers, employees, affiliates or other representatives will be held liable for any direct or indirect loss or damages (caused by negligence or otherwise) arising from or connected to the utilisation of, or inability to utilise, the materials in and/or facilities or services provided via the Braintree Hub website, including, but not limited to, indirect, special or consequential loss or damages, loss of data, income, profit or opportunity, property loss or damage and third parties claims.

In the event that this clause is found to be partially or wholly unenforceable in any jurisdiction, then, by using this website, you agree that Braintree Hub's total liability to you for all damages, losses, and claims in contract, tort, or otherwise exceed what you paid to access this website.

However, you are also advised that nothing in this clause will serve to limit and/or provide for the exclusion of any liability for personal injury or death resulting from any acts or omissions of negligence.

Indemnification

By using the Braintree Hub website, you agree to always defend, indemnify and hold harmless Braintree Hub and any and all of its officers, employees and agents from and against all liabilities, claims, damages, costs and expenses emanating from the website's use; material you post, upload, e-mail or otherwise transmit through the website; or your violation, breach or alleged violation or breach of this website's terms and conditions of use.

Children under 16 years of age

Anyone that uses the Braintree Hub website who is under 16 years of age **MUST** ask their parents/guardians before:

- (a) Either e-mailing Braintree Hub or asking Braintree Hub to e-mail anything to you;
 - (b) Sending Braintree Hub any information;
 - (c) Posting any information on the Braintree Hub website
 - (d) Entering any content or playing any game on the Braintree Hub website which needs your personal information or offers you a prize which may be available at any given time;
 - (e) Posting on any available bulletin board information or entering any available chat room on the Braintree Hub website;
- AND/OR**
- (f) Buying anything that is made available online via the Braintree Hub website.

Therefore, your ongoing use of this website and any of the other services that Braintree Hub offers implies that you confirm your parents/guardians have given you their full consent to use this website.

Links from this website

From time to time, this website may include links to other websites owned and/or operated by third parties elsewhere on the internet for your convenience.

We **ARE NOT** and **DO NOT** claim to be responsible for the content of any website that Braintree Hub's website links to at any time.

We fully and unequivocally disclaim all warranties that may be express or implied regarding the contents accuracy, legality, reliability or validity on any third party website that our website links to and that such websites will be virus-free or not include any other elements that are of a harmful nature

Terms and Conditions of Use and Privacy Policy's Amendments

Braintree Hub reserves the right to, at any time and without notice, add to, vary or remove any of these terms and conditions of use and our separate privacy policy which will apply as soon as they appear upon Braintree Hub's official website.

You agree that, by continuing to make use of this website, you accept any and all changes that are made to Braintree Hub's terms and conditions of use and our separate privacy policy at any time. Therefore, each and every time you use this website, it is your responsibility to check these terms and conditions use and the separate privacy policy for any changes.

You are also advised that we could, from time-to-time, add, vary, discontinue, withdraw or suspend any other content on the Braintree Hub website at any given time, including, but not limited to, products and services features and specifications that the website describes or depicts at any time without notice and/or liability, temporarily or permanently.

Governing Law

You access the Braintree Hub website at your own risk and are considered to be personally responsible for complying with any local laws that apply to its use.

The terms and conditions will be both governed by and construed in keeping with England and Wales' laws.

In the event that a dispute arises based on these terms and conditions, its resolution shall be subject to England and Wales' courts jurisdiction (subject to any appeal that may arise) and, through the utilisation of this website, you agree to these courts' jurisdiction for these kinds of purposes and waive all objections these courts' jurisdiction or venue.

Miscellaneous

The waiver of any of the terms and conditions set out above must be signed in writing on Braintree hub's behalf to be considered to be valid.

However, you are also advised than any waiver of any of the terms and conditions provided hereunder will not operate as a waiver of any other terms and conditions that are provided herein or the same provision's ongoing waiver in the future.

In addition, in the event that any competent court finds any of these terms and conditions to be either void or unenforceable for any reason then that term or condition will be deemed to be ineffective without impacting upon the remaining terms and conditions validity and enforceability.

You are also advised that these terms and conditions are considered to represent the parties to this agreement's entire understanding regarding the subject matter set out.

In so doing, these terms and conditions are considered to override anything and everything that has previously been in place between the parties, whether orally or in writing, and will not be considered changed aside from where it is signed and completed in writing by you and on Braintree Hub's behalf.