

# MEMBERSHIP TERMS & CONDITIONS

V1 – OCT 2015

## YOUR ATTENTION IS DRAWN TO CLAUSES 30 TO 34 – LIABILITY.

1. This document, together with our Privacy Policy, Website Terms of Use & Cookie policy give you information about us and the legal terms on which you can be a member of B2BTradeCard.
2. These terms apply to any use of our website and platform and to any contract of supply for goods or services. By using our members website (<https://members.b2btradecard.com>) you agree to be bound by these terms and the other documents expressly referred to herein. Where joining online you indicate acceptance of these terms by registering. Where joining through a partner please sign and date a paper copy of these terms. If you do not agree to these terms & conditions then we are unable to grant access to our platform.

## ABOUT US

3. We operate the website(s) at [b2btradecard.com](http://b2btradecard.com). We are B2BTradeCard Limited, a UK limited liability company with its principal offices located at Castle House, South Street, Ashby De La Zouche, Leicestershire, LE65 1BR- registered in England and Wales company registration number: 09436126.
4. References in this document to “we,” “us”, and “our” are references to B2BTradeCard Limited. Reference to “you”, “your” and “member” are references to you as a member of the platform.

## JOINING B2BTRADECARD

5. By applying to join B2BTradeCard you warrant and represent that you are over 18 years of age and are a resident of The United Kingdom.
6. You must first join B2BTradeCard as a personal member. As such you may not use the website to advertise goods, services or companies on your own profile – this is reserved for business memberships.
7. You can apply to upgrade to a business member once your application to apply as a personal member has been approved on the site, at our discretion.
8. You must keep your username and password for the B2BTradeCard website secure. You are personally responsible for all activity carried out via your user name and password.
9. We will not be responsible for misuse of any B2Bpoints as a result of unauthorised access to your account.
10. We reserve the right to disable or change your account if we believe you have not complied with this any provision of these terms.
11. You are responsible for maintaining your personal details via the “Your Account” area on the website. We will not be responsible for any loss incurred through incorrect or outdated contact details.
12. Transactions you undertake on the B2BTradeCard website, whether between you and B2BTradeCard Limited or between you and another member may generate loyalty points (B2Bpoints).
13. B2Bpoints can be redeemed against goods and services offered via the B2BTradeCard website, or loaded on to a B2Bcard.
14. All B2Bpoints remain the property of B2BTradeCard Limited until they are redeemed for goods or services, or they expire.

15. Business Members may purchase *B2Bpoints* at the rate determined by us for uses such as awarding to other members as a reward for purchasing the members goods and/or services. Personal members can not purchase points.

## TERMINATION

16. We may terminate your membership of B2BTradeCard immediately where we discover any abuse (or attempted abuse) of the network, or where there has been any breach of these terms and/or the documents referred to therein. We may also prevent access to the site whilst we investigate suspected breaches.
17. Membership will automatically be suspended and you will not be able to have *B2Bpoints* allocated to your account where:
  - a. You are in arrears with payments to B2BTradeCard and you have not made payments by expiry of a warning notice sent to you.
  - b. If our *B2Bcard* partner, Tuxedo Money Solutions, suspends, restricts or cancels your *B2Bcard* in accordance with their terms and conditions.
18. You may terminate your membership at any time by giving us 4 weeks notice in writing to [hello@b2btradecard.com](mailto:hello@b2btradecard.com). All fees are non-refundable.
19. Upon termination of your account (whether by you or us) your profile will be removed from our website and all *B2Bpoints* will be deleted. We shall not be liable for any loss as a result of either your profile or points being deleted.

## B2BPOINTS

20. We may reward our members for continued loyalty to B2BTradeCard by allocation of *B2Bpoints* in respect of certain transactions with us, or via the Website. The *B2Bpoints* will be allocated to the account of the member completing the transaction. The number of *B2Bpoints* allocated to any member and any time shall be determined by us, in our sole discretion.
21. If we determine that *B2Bpoints* have been collected in breach of these terms, or that they have been awarded otherwise in error, then we reserve the right to cancel these points with no liability to you whatsoever. In the event that you have already redeemed *B2Bpoints* which were awarded in error, or in breach of these terms, we will ask to repay an amount equal to the value of redemption; or we will offset these against any future awards – at our sole discretion.
22. Each *B2Bpoint* has no face value until such time as it is redeemed. Redemption can be either by:
  - a. Having it converted into a contribution to a discount entitlement which can then be used in exchange for goods and/or services via the website.
  - b. By uploading the points to a *B2Bcard*.
  - c. There is no cash redemption of points available to personal members.

## B2BCARD

23. Personal members can apply for a *B2Bcard*, which is a B2BTradeCard. Upon successful application we will issue a card and *B2Bpoints* can be redeemed onto the card.
24. We will determine at what rate *B2Bpoints* can be redeemed from the card against purchases of goods and/or services at the point of purchase. Provided you have sufficient *B2Bpoints* we will ensure that payment is made to the relevant seller. It may be necessary for you to top that payment with payment via another method.
25. The issuance of a *B2Bcard* is subject to payment of the appropriate fee and acceptance of a separate set of Terms & Conditions from the card issuer. We (and the issuer) reserve the right to refuse to issue, or demand the return of, a *B2Bcard* at any point.
26. All *B2Bpoints* loaded onto a *B2Bcard* remain the property of B2BTradeCard at all times, until they are redeemed as a discount when purchasing goods and/or services.

27. The B2Bcard is intended for the sole purpose of redeeming B2Bpoints as a discount when purchasing goods and/or services by the Member using the B2Bcard.
28. We (and the B2Bcard issuer) reserve the right to cancel your card (or we may dispense with the use of the card altogether) by giving you 4 weeks notice. We reserve the right to re-issue you a new B2Bcard on new terms and conditions at any time.
29. In the event of your card being cancelled all B2Bpoints on the card are usually forfeited. You will therefore need to use all of the points as soon as possible once a notice of termination is issued to you.

## LIABILITY

30. Our sole liability for breach of these terms and conditions shall be to credit the relevant member account any B2Bpoints which have been wrongly deducted or not credited.
31. We do not accept any liability in relation to breach of contract, or otherwise, in respect of the terms and conditions of the B2Bcard issuer.
32. You shall be responsible for any and all tax, withholding or other deduction liable to be paid to any relevant tax authority and for using appropriate accounting policies, if and to the extent your use of B2Bpoints is subject to any of the same. We make no warranty or representation in this regard whatsoever. Accordingly we accept no liability whatsoever in relation to the taxability or non-taxability of the use of B2Bpoints and you shall indemnify and keep us indemnified in full in this regard.
33. The material displayed on our websites is provided for information purposes only and is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law we hereby expressly exclude:
  - a. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the use, inability of use, or results of use of our websites, any websites linked to it, materials posted on it and any transactions between you and third parties on the website, including (but not limited to):
    - i. Loss of Data.
    - ii. Loss of Profits, Contracts, Savings or Goodwill.
    - iii. Wasted management or office time, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
  - b. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
34. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## OFFER OF GOODS & SERVICES

35. From time to time we will make available certain goods and services to all members of B2BTradeCard. This may be done either on our own account or as an agent for selected third parties. If we are acting as an agent for third parties, or if you transact directly with a business member, the resulting contract of sale or supply is between you and the third party / business member. As such that sale would be subject to the third party / business member's own set of Terms & Conditions of Supply over which we have no control.

## JURISDICTION, APPLICABLE LAW & GENERAL

36. This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.
37. We may vary these terms from time to time. We will inform you when we do so, as such changes are binding upon you.
38. A person who is not party to these terms shall have no right under the Contract (Rights Of Third Parties) Act 1999 to enforce any of these terms. This shall not affect any other right or remedy which is available under this Act.
39. If any provision, or part-provision of these terms is, or becomes, invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity or enforceability of the remaining provisions or part-provisions.
40. You agree not to engage (either directly or indirectly) in setting up, running, owning or having any proprietary interest in any operation which competes with B2BTradeCard.

# BUSINESS MEMBERSHIP TERMS & CONDITIONS

V1 – OCT 2015

## DEFINITIONS

1. These Business Membership terms and conditions are in addition to the personal membership terms which you have accepted when you became a member of B2BTradeCard and govern your use of the website in representing a business.
2. Defined terms used in these conditions have the same meaning as in the personal terms unless indicated otherwise. When we refer to “you” in these business terms this is taken to mean the business or organisation on behalf of whom you are setting up a business account, and (if the context permits) you personally.
3. You confirm and represent that you have authority to bind the business on whose behalf you are setting up a Business account and that you are an owner, director and/or employee of that business.
4. In setting up a Business Profile on the website you agree, and the business agrees to be bound by these terms and conditions and the other documents referred to herein. You agree that these terms will apply to both your use of our site and to any contract where we supply goods and/or services to you via the site.

## ORDERING & COMMITMENT.

5. When you place an order with us you will receive an email from us acknowledging your order, containing a pro-forma invoice and asking for you to arrange payment. This does not mean your order has been accepted and no contract has been formed at this point.
6. Once we have received payment from you we will confirm acceptance of your order by sending you an email and generating a formal invoice. We will process your order at this point and a contract between us for the supply of services is formed at this point.
7. If we receive no payment within 21 business days from issuing a pro-forma invoice we will automatically cancel your order.

## SUPPLY.

8. We will make reasonable endeavours to supply the services ordered to you as soon we can after we acknowledge your order. If we are unable to supply any order services (because, for example, they are no longer available) we will inform you by email and not process your order. We will refund any pre-payment for services we can't supply.
9. Subject to any specific terms applied to particular services we will make reasonably commercial endeavours to ensure our services are available 24 hours a day, 7 days per week. However we make no warranties in this regard and, in particular,
  - a. services may not be available during planned maintenance windows of 2200 to 0300 GMT. We will not serve notice of planned maintenance.
  - b. services may not be available during unplanned maintenance, however we will give advance notice where practical by placing a notice on our website and/or emailing members.

## CHARGES

10. The charges we make for providing services are available on our website in the "Buy Advertising" section. We reserve the right to vary these from time to time without notice.
11. Charges we make in respect of certain transactions between members conducted on the website will be 5% of the net sales value.
12. Payment of fees and charges is only accepted by BACS transfer, as detailed in the pro-forma invoice issued when you place an order.
13. Some of our fees and charges are charged in B2Bpoints. It will be clear where this is the case – these fees may be paid from your B2Bpoint balance.
14. You will be able to see your order, and the charges and fees therein, during the process of creating an order. You can make changes at this point – please check these confirmation screens carefully.
15. All payments between members of the website which are conducted in B2Bpoints will be processed by us, but subject to a 28 day settlement / retention period. After this period we will remit any balances where due, in B2Bpoints but net of our facilitation fee.

## TRADING ON THE WEBSITE

16. When offering goods or services on the website you warrant, represent and undertake
  - a. that you will comply with all applicable laws, rules and regulations (including, but not limited to, Copyright & Trademark rules)
  - b. that you will display prices as VAT inclusive where selling to consumers.
  - c. That you will indemnify us, and keep us indemnified, in full against all liabilities, costs, expenses, damages, and losses including (but not limited to) any direct, indirect, consequential, losses, loss of profit, loss of reputation, and all interests, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of, or in connection with, your failure to comply with such rules.

## B2BPOINTS

17. You may purchase B2Bpoints at the rate determined by us from time-to-time, for uses such as awarding to other members as a reward for purchasing your goods and/or services. The purchase of B2Bpoints is subject to specific terms and conditions.
18. You may reward all or any part of your B2Bpoint balance to any other B2B member as a gift or loyalty reward. In which case we will record this against the relevant member account.
19. In the event of a transaction resulting in you having to refund B2Bpoints to another member you must immediately procure such points as necessary to complete that transaction.
20. If we determine that B2Bpoints have been collected in breach of these terms, or that they have been awarded otherwise in error, then we reserve the right to cancel these points with no liability to you whatsoever. In the event that you have already redeemed B2Bpoints which were awarded in error, or in breach of these terms, we will ask to repay an amount equal to the value of redemption; or we will offset these against any future awards – at our sole discretion.

## LIABILITY

21. The material displayed on our Site is provided for information purposes only. Such material and use of the website are provided without any guarantees, conditions or warranties as to their accuracy, efficacy or uninterrupted use. Use of the Platform and the Site generally are provided on an "as is" basis. We:
  - a. do not warrant that your use of the Services or the Platform will be uninterrupted or error-free;

- a. are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services, the Platform and our Site generally may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
22. To the extent permitted by law, we and other companies in our group of companies hereby expressly exclude:
- a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
  - b. any liability under these Business Terms if we are prevented from or delayed in performing our obligations under these Business Terms, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;
  - c. any liability in relation to breach of contract or otherwise in respect of the terms and conditions of the provider of the B2Bcard;
  - d. any liability for any direct, indirect or consequential loss or damage incurred by your use of the Services, the Platform and the Site generally or in connection with the use, inability to use, or results of the use of the Services, our Site and the Platform, any websites linked to them, any materials posted on them and any transactions between you and third parties via the Platform, including:
    - i. loss of income, savings, revenue, profits, business, goodwill or contracts.
    - ii. loss or corruption of data, information, or software.
    - iii. wasted management or office time, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
23. Notwithstanding clause 22, we do not exclude liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.
24. You shall be responsible for any and all tax, withholding or other deduction liable to be paid to any relevant tax authority and for using appropriate accounting policies, if and to the extent your use of B2Bpoints is subject to any of the same. We make no warranty or representation in this regard whatsoever. Accordingly we accept no liability whatsoever in relation to the taxability or non-taxability of the use of B2Bpoints and you shall indemnify and keep us indemnified in full in this regard.
25. Subject to clauses 21 to 24 (inclusive), our total liability to in respect of all losses arising under or in connection with your use of the website whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of Fees and Charges you have paid to us in the 12 months immediately preceding the date the liability arose.

## JURISDICTION, APPLICABLE LAW & GENERAL

26. We may revise these terms and conditions at any time. We will inform you of any changes by email. Any changes are binding on you.

27. We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or obligations under these terms. You may only transfer your rights and obligations under these terms with our consent. No person or persons other than the business member and us shall have any rights to enforce these terms and conditions.
28. Each of the terms herein operate independently. If any competent authority declares one invalid, illegal or unenforceable then the remaining clauses shall still have effect.
29. This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.
30. You acknowledge that in using our website you do not rely on any statement, warranty, or assurance howsoever given, that is not set out in these terms and conditions. Unless expressly set out elsewhere on our site these terms and the documents referred to herein constitute the entire agreement between you and us and supersede all previous agreements, promises, assurances, warranties, representations or undertakings between you and us.
31. You agree not to engage (either directly or indirectly) in setting up, running, owning or having any proprietary interest in any operation which competes with B2BTradeCard.