

Terms & conditions

BACKGROUND:

This agreement applies as between you, the User of this Web Site and creator / owner of the Material that you wish to submit and First B2B Ltd, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your acceptance of these terms and conditions and your submission of the Material. If you do not agree to be bound by these terms and conditions, you should not submit any Material.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

- **Content** - means any commercial invoice information, text, graphics, images, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
- **Licence** - means the terms and conditions governing the use of Material purchased from this Web Site;
- **Material** - means Content that First B2B Ltd processes on your behalf subject to the terms of the appropriate Licence;
- **First B2B Ltd** - means First B2B Ltd, Tapton Park Innovation Centre, Brimington Road, Chesterfield, S41 0TZ, registered in England: 04024845;
- **System** - means any online communications infrastructure that First B2B Ltd makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
- **User/Users** - means any third party that accesses the Web Site and is not employed by First B2B Ltd and acting in the course of their employment; and
- **Web Site** - means the website that you are currently using (www.firstb2b.com) and any sub-domains of this site unless expressly excluded by their own terms and conditions

2. Material Screening and Conformity

All commercial invoice information will not be screened by First B2B Ltd. The User is specifically responsible for ensuring the accuracy of all commercial invoice information submitted to the site. Errors found in the submission of the commercial invoice will prevent the invoice being processed. First B2B Ltd will accept no liability, direct or consequential, for any delay in processing commercial invoice information that contains errors.

3. Intellectual Property

By submitting Material you warrant and represent that you are the author of such Material and that, where appropriate, you have acquired all of the appropriate rights and / or permissions to use the Material in this fashion. First B2B Ltd accepts no responsibility or liability for any infringement of third party rights by such Material.

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4. Termination

- If First B2B Ltd terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- If First B2B Ltd terminates your Account, you immediately forfeit all rights to use your Material and your Material will be removed from the Web Site.

5. Privacy

Use of the Web Site is also governed by our privacy policy which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

6. Disclaimers

- First B2B Ltd makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

7. Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information. First B2B Ltd accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship

8. Indemnity

You agree to indemnify, defend and hold harmless First B2B Ltd and, where appropriate, its officers, employees, shareholders, directors and suppliers against all claims, liability, damages, costs and expenses, including reasonable legal costs and expenses, arising out of or related to a breach of these Terms and Conditions, the use of this Web Site, and the use or the inability of use of any Material, your failure to abide by any restriction relating to the use of Material, or any claim by a third party relating to the use of Material.

9. Limitation of Liability

- To the maximum extent permitted by law, First B2B Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any

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indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

- Nothing in these terms and conditions excludes or restricts First B2B Ltd's liability for death or personal injury resulting from any negligence or fraud on the part of First B2B Ltd.
- Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

10. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

11. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

12. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to support@firstb2b.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

13. Law and Jurisdiction

These terms and conditions and the relationship between you and First B2B Ltd shall be governed by and construed in accordance with the Law of England and Wales and First B2B Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales