

Tradebox One - End User Licence Agreement

Your subscription to Tradebox One is subject to these Terms and Conditions and our Privacy Policy (as updated by us from time to time) which form a legally binding contract between you and us (the “Agreement”). You should read this Agreement carefully in full before installing, accessing or using Tradebox One. You indicate that you agree to all the terms of this Agreement from the earliest date you tick a box or click on a button (or something similar) to signify your acceptance, or you install, access or use Tradebox One. If you don’t accept this Agreement, you should contact us immediately and not install, access or use Tradebox One in any way.

We may update this Agreement at any time. We will make reasonable efforts to communicate any changes to you via the messaging system in Tradebox One or by sending an email to your user address, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates if you continue to access and use Tradebox One.

1. Definitions

1.1. In this Agreement, these words have the following meanings:

“**Authorised Users**” – your employees, agents, contractors and advisers that are permitted to access Tradebox One and you assume responsibility for;

“**Business Day**” – any day which is not a Saturday, Sunday or Public Holiday in England;

“**Confidential Information**” - information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 12 including without limitation Customer Data;

“**Core Product**” – Tradebox One

“**Customer Data**” – the data inputted or imported by you (or for and on your behalf by your Authorised Users) into the Product;

“**Data Protection Laws**” - the UK Data Protection Act 1998 or the Irish Data Protection Acts 1998 and 2003 as applicable;

“**Documentation**” – the documentation and information made available to you by us (for example our invoices and information on our Website) from time to time which describe Tradebox One, Subscription Fees, payment and user instructions but excludes marketing literature;

“**Effective Date**” – the date we accept your order for Tradebox One;

“Initial Subscription Term” – 3 or 12 calendar months (or such other timeframe as we may agree in writing);

“personal data” “data processor” “data controller” – have the meanings as set out in the Data Protection Laws;

“Privacy Policy” – our privacy policy accessible via our Website;

“Product” – Tradebox One including any Updates or Upgrades issued by us during the term of this Agreement;

“Solution” – the provision by us to you of the Product and Support on a subscription basis as described in the Documentation;

“Subscription Fees” – the subscription fees payable by you to us at the agreed intervals for Tradebox One as set out in the Documentation;

“Support” – the level of support provided by us as described in the Documentation;

“Third Party Software” – software which we do not own;

“User Parameters” – the restrictions on use of the Product as set out in clause 3;

“Updates” – a permanent fix to a known problem in the Product or due to a change to legislation released by us from time to time;

“Upgrades” – a major revision to the Product which adds new or different functions or capabilities released by us from time to time;

“Website” – www.Tradebox.co.uk

“us” “we” and “our” – Tradebox Limited (company registration number 04741300, VAT number GB 813431168, registered office: Quay View, 18a – 20a Union Quay, North Shields, Tyne and Wear, NE30 1HJ, United Kingdom; and

“you” and “your” – the customer who subscribes to Tradebox One.

1.2 A reference to a statute, statutory provision or subordinate legislation in this Agreement is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. Words of a technical nature which are not defined in this Agreement shall be construed in accordance with the relevant general usage in the computer software industry in the United Kingdom.

2. The Product

2.1. As part of your subscription, we grant a non-exclusive licence to you to use the object code of the Product in accordance with this Agreement and the Documentation. To use the Product you must activate it by using a serial number. We will provide this to you following receipt of registration information and subscription payment from you. You must ensure that when the Product is in use, the machine on which it is installed or accessed via is connected to the internet.

2.2. You must not:

2.2.1. change the Product, take it apart or permit others to do so without our permission;

2.2.2 copy any part of the Product or allow anyone else to, except for making one back-up copy of it (which we encourage you to do). We permit a back-up copy to be used on a computer if your original copy is no longer available. This clause does not limit, however, your ability to take multiple copies of your Customer Data (and again we encourage you to do this); or

2.3.3 use Tradebox One to help you develop your own software.

2.3. You agree to:

2.3.1 use the Product strictly in accordance with this Agreement; and

2.3.2 promptly install any Updates we may issue to you.

2.4. If we have agreed in the Documentation, you can load and use the Product on a computer network provided that you do so in accordance with this Agreement. Doing this may affect the performance of the Product. If you use the Product on a network which is not a local area network (a network of computers linked by private connections) there is a risk that the Product will not perform as intended, we may not be able to provide Support to you in those circumstances and, accordingly, the statements in clause 8.1 will not apply.

2.5. You are not permitted to use the Product on a hosted environment or a third party's hosted environment (meaning computers that your Authorised Users may access and use through the internet).

2.6. The Product may include technology that enables us to:

2.6.1 check specific information directly relevant to your use of the Product contained in your computer against our records to make sure the Product is being used in accordance with this Agreement and to troubleshoot any problems;

2.6.2 collect information about how you and your Authorised Users use the functions of the features of the Product;

2.6.3 gather statistical information about the operating system and environment on which the Product is installed;

By accepting this Agreement, you are giving us your informed consent to use this information for our own business purposes, for the purpose detailed in clause 10 below and in accordance with our Privacy Policy.

3. User Parameters

3.1. The Product must only be used:

3.1.1 for your legitimate internal business purposes with your own information;

3.1.2 to process the data for the agreed number of channels as set out in the Documentation;

3.1.3 to process data for the specified number of companies as set out in the Documentation (by “company” we mean a single set of your own records and information containing a unique VAT, PAYE or applicable sales tax or income tax reference number).

4. The Support Services

4.1. Tradebox support is provided free of charge, is discretionary and is not part of your paid subscription to use the software. Support will be accessible during the hours set out in the Documentation and may be given at our discretion by way of telephone, email, web chat, remote assistance and self-help online support or other method. Unless we agree otherwise, Support does not include support or other assistance for any hardware, third party software or other equipment used with your Product.

4.2. When you contact us by telephone, we may use:

4.2.1 call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality services, including to keep a record of the Support provided to you; and

4.2.2 caller recognition technology to deal with your call in the most effective way. Please ensure you do not withhold your telephone number if you would like us to prioritise your call in this way.

4.3. If we provide you with remote assistance, you agree to accept a software file onto your computer system(s) where necessary to allow us to provide that assistance and you understand that by doing so we will be temporarily able to access and control your computer. You will be able to see everything we can see and you will be able to monitor what we do. At any point whilst we are providing remote assistance you can ask us to stop the sessions and sever the link between our systems and yours.

4.4. If we give you the opportunity to participate in our webinars from time to time, you acknowledge we may cancel them or that you may not be able to participate in particular sessions. Webinars rely on internet connectivity so we cannot guarantee that access will be uninterrupted. Accordingly, you agree that we won't be responsible if you are unable to participate in a webinar for any reason.

4.5. We will do everything reasonably within our control to ensure that the sections of our Website accessible to you as part of the provision of Support are both free from viruses and available; however, we cannot guarantee either of these things. You should use your own virus-protection software. From time to time we may temporarily stop providing access to our Website for maintenance, repairs or other reasons but where possible we will try to make sure this happens outside of normal business hours. We cannot guarantee that our Website will be compatible with your browser or computer set up or that your access will not be interrupted as this may be beyond our control.

4.6. We will endeavour to keep a record of all advice we give to you via the business advice helpline using appropriate recording technology and by our advisers making notes whilst giving you that advice. We also keep a record of all letters, emails, ask-the-expert responses and email follow-ups to business advice we send to or receive from you, as well as all online activity, including web pages viewed and documents downloaded by you.

5. Your Obligations

You agree to:

5.1. pay the Subscription Fee when due in accordance with clause 9;

5.2. provide us with:

5.2.1 all necessary co-operation in relation to this Agreement; and

5.2.2 all necessary access to such information as we may reasonably require in order to provide Tradebox One, including but not limited to Customer Data, security access information and configuration services;

5.3. comply with all applicable laws and regulations in respect of your activities under this Agreement;

5.4. carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of Tradebox One as a result of any third party act or omission;

5.5. ensure that the Authorised Users use Tradebox One in accordance with this Agreement and you will be responsible for any Authorised User's breach of this Agreement;

5.6. notify us in writing of any defect or alleged defect in Tradebox One within five days of the date you become aware of it; and

5.7. ensure that your network and systems comply with the systems requirements publicised by us from time to time.

6. Our Obligations and Guarantees

6.1. We warrant that for 45 days from you first accessing the Core Product, that it will perform as described in the Documentation provided that you use the Product in accordance with this Agreement and the Documentation. If you write to tell us within that time frame that the Product does not comply with this warranty and this affects how you can use Tradebox One (and our checks verify this) we will either provide a replacement Product to correct the problem or refund to the total amount of Subscription Fees paid to us by you to date and this Agreement will terminate with immediate effect.

6.2. We agree that Tradebox One will be performed substantially in accordance with the Documentation and with reasonable care and skill.

6.3. We:

6.3.1 do not warrant that your use of Tradebox One will be uninterrupted or error-free, or that Tradebox One, Documentation and/or the information obtained by you through Tradebox One will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us about how you intend to use Tradebox One at the point of purchase); and

6.3.2 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 Tradebox One may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. Charges and Payment

7.1. When you subscribe to Tradebox One, you will, on the Effective Date provide payment details for your selected payment method for your subscription. This may include credit/debit cards or a direct debit mandate. Subscription fees will be taken from the subscription payment method, at the agreed intervals on the anniversary of each subscription. We will notify you in advance of any payment that is going to be taken.

7.2. If we have not received payment of the applicable Subscription Fees prior to the expiry date of your Tradebox One licence the software will cease to operate at the end of the last day of the expiry date.

7.3. All amounts and fees stated or referred to in this Agreement are:

7.4.1 payable in pounds sterling;

7.4.2 subject to clause 12.4.2, non-cancellable and non-refundable;

7.4.3 exclusive of value added tax

7.4. We will be entitled to increase the Subscription Fees at any time upon prior written notice which will take effect at the end of the Initial Subscription.

7.5. For the purposes of clause 13.2.1, failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

8. Your Information. Customer and Personal Data

Information you provide to us (excluding Customer Data)

8.1 We will use any information you provide us under this Agreement (excluding Customer Data), or that we collect under this Agreement as described in our Privacy Policy and in particular to:

8.1.1 provide, manage and administer your use of the Software;

8.1.2 fulfil our contractual obligations under this Agreement;

8.1.3 liaise with regulators, banks, law enforcement agencies (including the police), credit agencies and fraud detection parties;

8.1.4. otherwise in accordance with our Privacy Policy.

We will always try to speak to the relevant person in your organisation. We may contact you directly or use other organisations which we have hired to contact you for us.

8.2. We may disclose information to other companies in the Tradebox group of companies, our contractors, and other organisations for example, we may disclose information to:

- 8.2.1. organisations which we use to help us send communications;
- 8.2.2 organisations we use to help us provide the Software or services (such as hosting providers, where relevant)
- 8.2.3 law enforcement agencies and fraud detection parties;
- 8.2.4 third parties (if any) used by us to perform our obligations to you under this agreement; and
- 8.2.5. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting.

8.3. If you provide us with information which contains personal data we will process that data in accordance with the Data Protection Laws and you agree and authorise us to use it as described in clauses 8.1 and 8.2.

Customer Data

8.4. You own your Customer Data and you have sole responsibility for its legality, reliability, integrity, accuracy and quality of the Customer Data.

8.5 To the extent personal data is included in any Customer Data we will process that data on your behalf as a data processor. We will only process such personal data in accordance with your instructions (and you hereby instruct us to take such steps in the processing of personal data on your behalf as are necessary for the provision of the Software under this Agreement and the performance of our obligations under this Agreement).

8.6. We will use any Customer Data that you transfer to us pursuant to this Agreement to:

- 8.6.1 provide, manage and administer your use of the Software; and
- 8.6.2 fulfil our contractual obligations under this Agreement.

8.7 You warrant and represent that:

- 8.7.1 you will comply with the Data Protection Laws;
- 8.7.2 you are authorised pursuant to the Data Protection Laws to disclose any personal data which you disclose or otherwise provide to us regarding persons other than yourself;
- 8.7.3 you will where required under the Data Protection Laws obtain all necessary consents in order for (i) you to disclose the personal data to us; (ii) us to process the personal data for the purposes of providing the Software; (iii) us to disclose the personal data to those parties set out in clause 8.11 below including where the recipients of the personal data are outside the European Economic Area (“EEA”).
- 8.7.4 All **Personally Identifiable Information** (PII) from **Amazon orders** will be retained only for the purpose of, and as long as is necessary to fulfil orders (no longer than 30 days after order shipment), or to calculate/remit taxes. If third parties are required by law to retain archival copies of PII for tax or similar regulatory purposes, this archived Amazon Information must be stored as a “cold” or offline (e.g., not available for immediate or interactive use) backup stored in a physically secure facility, and all archived data on backup media must be encrypted

8.8. We warrant and represent that during the term of this Agreement we will:

8.9.1. comply with the Data Protection Laws applicable to us whilst such personal data is in our possession;

8.9.2. (having regard to the state of technological development and the cost of implementing any measures), take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and

8.9.3. take reasonable steps to ensure the reliability of our employees who have access to any personal data.

8.9. You acknowledge and agree that for the purposes of providing the Software under this agreement personal data may be transferred outside the EEA.

8.10. We may, provide Customer Data that you transfer to us pursuant to this Agreement to:

8.10.1 subject to clause 8.7 our agents, service providers and other companies in the Tradebox group of companies;

8.10.2 law enforcement agencies and fraud detection parties;

8.10.3 any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and

8.10.4 any other person who has a legal right to require disclosure of the information.

9. Proprietary Rights

9.1. You acknowledge and agree that we own all intellectual property rights in Tradebox One and the Documentation. Except as expressly stated, this Agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of Tradebox One or the Documentation.

9.2. We confirm that we have all the rights in relation to Tradebox One and the Documentation that are necessary to grant you the rights under and in accordance with the terms of this Agreement.

10. Confidentiality

10.1. Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:

10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

10.1.2 was in your or our lawful possession before the disclosure;

10.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

10.1.4 is independently developed by the receiving party, which can be shown by written evidence; or

10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2. Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.3. Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4. This clause 10 will survive termination of this Agreement, however arising.

11. Indemnity

11.1. You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of Tradebox One, provided that:

11.1.1 we give you prompt notice of any such claim;

11.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and

11.1.3 you are given sole authority to defend or settle the claim.

11.2. We will defend you, your officers, directors and employees against any claim that Tradebox One infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

11.2.1 you give us prompt notice of any such claim;

11.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and

11.2.3 we are given sole authority to defend or settle the claim.

11.3. In the defence or settlement of any claim, we may procure the right for you to continue using Tradebox One, replace or modify Tradebox One so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

11.4. In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:

11.4.1 a modification of Tradebox One by anyone other than us; or

11.4.2 your use of Tradebox One in a manner contrary to the instructions given to you by us;
or

11.4.3 your use of Tradebox One after notice of the alleged or actual infringement from us
or any appropriate authority.

11.5. The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of Liability

12.1. This clause 12 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:

12.1.1 arising under or in connection with this Agreement;

12.1.2 in respect of any use made by you of Tradebox One and Documentation or any part of them; and

12.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2. Except as expressly and specifically provided in this Agreement:

12.2.1 you assume sole responsibility for results obtained from the use of Tradebox One by you, and for conclusions drawn from such use; and

12.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

12.3. Nothing in this Agreement excludes our liability for:

12.3.1 death or personal injury caused by our negligence;

12.3.2 fraud or fraudulent misrepresentation; or

12.3.3 any other matter we cannot limit or exclude under applicable law.

12.4. Subject to clause 12.2 and clause 12.3:

12.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

12.4.1.1 any loss of profits, loss of business, lost working time, depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or

12.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and

12.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement will be limited to the greater of:

12.4.2.1 the sum of the Subscription Fees paid to us by you, or received by us on your behalf from a Tradebox Partner, in the 12 months immediately preceding the date on which the incident giving rise to the claim took place; or

12.4.2.2 the sum of £156 (which represents the minimum value of a subscription available under this Agreement),

in the event that no Subscription Fee has been paid to us by you or received by us on your behalf from a Tradebox Partner in the 12 months immediately preceding the date on which the incident giving rise to the claim took place, the provisions of 12.4.2.2 shall apply.

12.5. You agree that the limitations set out in this clause 12 and restrictions in this Agreement are reasonable because they reflect the fact that:

12.5.1 we cannot control how and for what purpose you use our Solution;

12.5.2 we have not developed Tradebox One specifically for you; and

12.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Product or provision of Support;

If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

13. Term and Termination

13.1. This Agreement will, unless otherwise terminated in accordance with this Agreement or as provided in this clause 13, commence on the Effective Date and continue until either:

13.1.1 we serve notice on you; or

13.1.2 you call us on 0191 257 4707 and instruct us that you wish to terminate this Agreement.

13.1.3 the Tradebox One licence expires and is not renewed.

13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:

13.2.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.2.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

13.2.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or

13.2.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

13.2.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

13.2.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14. Effect of Termination

14.1. On termination of this Agreement for any reason:

14.1.1 no refunds are due to you from us for prepaid Subscription Fees (if any);

14.1.2 all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of Tradebox One. If requested by us, you shall return all copies of the Product and certify in writing your compliance with this clause;

14.1.3 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

14.1.4 we may destroy or otherwise dispose of any Customer Data in our possession unless we receive, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to you of the then most recent back-up of your Customer Data (where applicable). We will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by us in returning or disposing of Customer Data; and

14.1.5 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.

15. General Terms

15.1. Save as provided in clause 15.2.1, any notice required to be given under this Agreement will be sent by email to us at support@tradebox.uk.com or to you at the email address you provide to us at

the point of registration, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.

15.2. We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us. For the purpose of this Agreement you agree that a cyber-attack or breach of cyber security is beyond the reasonable control of Tradebox.

15.3. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.

15.4. Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.

15.5. This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to Tradebox One, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. Nothing in this Agreement will operate to exclude or limit liability for fraud or fraudulent misrepresentation.

15.6. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.

15.7. Nothing in this Agreement is intended to or will operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

If you'd like this information in another format, call Customer Care on **0191 257 4707** or email **support@Tradebox.uk.com** so we can consider your request.

Tradebox Limited, registered in England and Wales with company number 04741300 and registered office at Quay View, 18a – 20a Union Quay, North Shields, Tyne and Wear, NE30 1HJ.

Telephone: 0191 257 4707 Web: www.Tradebox.co.uk/contact.