

CAPTUREHUB MEMBERSHIP TERMS - GENERAL

Your attention is drawn to clauses 36 to 40 (Liability)

1. This page (together with our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy) tells you information about us and the legal terms and conditions (**Terms**) on which you may participate in the Capturehub network (**Network**) and use the Capturehub platform (**Platform**), which can be found at www.capturehub.com (**our Site**). You will need to create a user name and password, and you will need to use them in order to log into the Platform.
2. These Terms will apply to any use of the Platform and our Site and any contract where we supply services (**Services**) to you via the Platform (**Contract**). Please note that by using our Site and/or logging in and using the Platform, you agree to be bound by these Terms and the other documents expressly referred to in them.
3. From time to time, we may upload additional terms and conditions for one-off or optional elements of the Platform, which we may introduce from time to time. Your participation in such one-off or optional elements of the Platform will be considered as having accepted the relevant additional terms and conditions.

Information About Us

4. We operate the website www.capturehub.com. We are Capturehub Limited trading as Capturehub (**Capturehub**), a company registered in England and Wales under company number 10364155 and with our registered office at Olivers Barn, Maldon Road, Witham, Essex CM8 3HY. This is also our main trading address. Our VAT number is 253 9138 93. To contact us, please see our Contact Us page.
5. All references to "we", "our" and "us" are references to Capturehub. All references to "you" (and other similar references, which shall be construed accordingly) are references to you as a Business Member, or Personal Member (as defined in clause 7 below) as the case may be. When we refer to "**Member**", we mean both Business Members and Personal Members.

Joining the Network

6. In applying to join the Network, you warrant and represent that you are over 18 and that you are resident in the United Kingdom.
7. You must first join the Network as an individual (**Personal Member**). If You are eligible, you may apply for a Capturehub Card. Once you have been set up as a Personal Member you may be able to set up a separate business account as a business member of the Network (**Business Member**). You will then be able to use the Business Member profile to promote your business to Personal Members and other Business Members.
8. You must keep any user name and password allocated to you secure at all times. You will be responsible for all activity carried out on the Platform via your user name and password. We will not be responsible for any misuse of your Hubpoints (see clause 9 below for what these are) as a result of unauthorised access to your account. We have the right to disable any user identification name or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.
9. Transactions carried out through the Platform between you and Capturehub or between you and one of our reward partners, may generate Network loyalty points (**Hubpoints**). Hubpoints may be loaded onto the Capturehub Card, which each Personal Member can apply for. See further below for more details. All Hubpoints remain the property of Capturehub until they are redeemed by loading them onto the Capturehub Card or they expire.
10. You are responsible for maintaining your personal details via your account area. We will not be responsible for any loss arising out of personal details not being kept up-to-date.

Inheriting Hubpoints from Deceased Members

11. All Personal Members may nominate a beneficiary (or beneficiaries) of the Hubpoints held in their account (**Beneficiary**), to whom the Hubpoints will be allocated in the event of the death of that Personal Member. In order to receive the Hubpoints, the Beneficiary must have a Personal Member account. On provision of proof of the grant of probate, a copy of the will, a letter from the executors or personal representatives and proof of the person claiming to be a Beneficiary's identity documents, we will transfer the remaining Hubpoints into the relevant Personal Member account provided the deceased Member's account has not been suspended or terminated under clauses 12 and 13 below. Please note that we reserve the right to ask the executors for such further documentary evidence as we may require.

Termination and Suspension of Membership

12. We may immediately terminate your membership (whether as a Personal Member or Business Member or both) of the Network where we discover any of the below, or we may immediately prevent your access to the Platform pending investigation at any time where there is reasonable belief of:
 - 12.1. any abuse or attempted abuse of the Network or Platform;
 - 12.2. any breach or attempted breach of these Terms and/or the documents referred to in them.
13. Membership will automatically be suspended and you will not be able to have Hubpoints allocated to your account:
 - 13.1. in the event that you have not paid any fees you owe us by the expiry of the relevant notice we send to you;
 - 13.2. if the Capturehub Card provider suspends, restricts or cancels your Capturehub Card in accordance with their terms and conditions; or
 - 13.3. during an investigation under clause 12.
14. You may terminate your membership at any time by writing to us at hello@capturehub.com, giving us at least 4 weeks' notice. Please note any fees relating to membership which you have paid are non-refundable.
15. On suspension of your membership, we will suspend the functionality of all accounts controlled by you and we reserve the right to hide your profile(s). You will therefore not be able to receive Hubpoints to your Personal Member account. If suspension continues for a period of 28 days, or if we determine that termination is appropriate due to investigation under clause 12, we will terminate your membership, in which case the provisions of these Terms relating to what happens on termination of your membership will apply.
16. On termination (whether by you or by us) of your membership for any reason, your profile(s) will be removed from the Platform (and any linked platforms) and any remaining Hubpoints in your account will be deleted. We shall not be responsible for any loss or damage whatsoever as a result of Hubpoints being deleted from your account or the removal of your profile(s) on termination of your membership.
17. Any clause in these Terms, which expressly or would by implication survive termination of the relationship between us, shall do so in full force and effect.

Award and Use of Hubpoints

18. We may reward our Members for continued loyalty to the Network and the Platform by awarding Hubpoints. The number of Hubpoints we award to any Member at any one time will be determined by us, in our sole discretion. Hubpoints may also be awarded by our rewards partners, when you transact with them. If we determine that Hubpoints have been collected in breach of these Terms, or that they have been awarded in error, we reserve the right to remove and cancel those Hubpoints without any liability to you whatsoever. In the event that you have been awarded Hubpoints in error, and you have redeemed them, we reserve the right to ask you to pay us the amount equal to the value of the redemption or to set

off the number of Hubpoints you were erroneously awarded against any Hubpoints which are later generated for any reason.

19. Each Hubpoint has no face value until such times as it is redeemed in return for uploading the corresponding value onto a Capturehub Card or by Services from us, which we may offer from time to time. All Hubpoints remain our property until they are redeemed. The redemption rate for each Hubpoint will be set by us at the point of redemption. You will be responsible for any tax or other liabilities of such nature (if applicable) in connection with redeeming Hubpoints.

Capturehub Card (Personal Members only)

20. Personal Members can apply for a Capturehub Card at any time. Hubpoints can then be redeemed in return for loading the corresponding value onto the Capturehub Card.
21. The holding of a Capturehub Card may be subject to payment of the applicable fee and the Capturehub Card issuer's terms and conditions.
22. You must sign the signature strip on the back of the Capturehub Card as soon as it is received.
23. The Capturehub Card provider may cancel your Capturehub Card under their terms and conditions, or we may dispense with the use of the Capturehub Card in connection with our Network altogether by giving you 4 weeks' notice.
24. In the event your Capturehub Card is cancelled for any reason whilst still holding a credit balance, please note we cannot credit the corresponding number of Hubpoints to your Member account. You will therefore need to spend the value on your Capturehub Card as soon as possible, once notice of the cancellation is issued to you. Please refer to the Capturehub Card provider's terms and conditions for further details as to what to do in the event of termination of your Capturehub Card.

The Offer of Services via the Platform

25. From time to time, we may make certain Services available to Members via the Platform, either as agent for selected third parties or on our own account, or we may agree to procure Services on Member special request, subject to the terms and conditions that we may specify at the relevant time. If we are acting as agent for third parties, or if you transact directly with a Business Member or other third party, the resulting contract is between you and the relevant third party or Business Member, and as such, that sale will be subject to the relevant third party's or Business Member's own terms and conditions of supply, over which we have no control.
26. We may also make available certain enhanced functionality via the Platform, in which case you must comply with the terms and conditions of the use of that functionality.

Business Members

Setting up an account as a Business Member

27. When we refer to "you" in clauses 27 to 35, this is taken to mean the business or organisation on behalf of whom you are signing up for use of our Platform and, where the context permits, you personally.
28. Once you have registered user access to the Platform, you may set up an account for business use as a Business Member. You confirm and represent that you have authority to bind the business on whose behalf you are setting up this Business Member account and that you are an owner of that business and/or director of that business.
29. In setting up a Business Member account, you agree (and you confirm that the Business Member agrees) that the Business Member will be bound by these Terms and the documents and other terms referred to in them. You agree that these Terms will apply to your use of the Platform and our Site and any contract where we supply goods (if any) and/or services to you via the Platform (**Contract**).

Ordering Services

30. If you place an order for Services, you will receive an e-mail from us acknowledging that we have received your order and asking for you to arrange payment (either in full by BACS or instalments by standing order depending on the Service ordered). Please note that this does not mean that your order has been accepted. Acceptance of your order takes place as referred to in clause 31 below. We will follow the same process where we offer Services as agent for a third party. If you do not make payment within 21 business days, we will automatically cancel your order.
31. Once payment for your order has been received, we will confirm if your order can be accepted by sending you an e-mail stating that the order has been processed, at which point the Contract between us, or between you and the third party (as applicable), for the supply of the Services will be formed.

Supply of Services

32. We will endeavour to ensure that the Services are supplied to you as soon as is reasonably possible after your order is accepted. If some or all of the Services cannot be supplied to you, for example because they are no longer available or because your requested supply date cannot be met, we will inform you of this by e-mail and we will not process your order (or we will only process the part relating to the Services which can be supplied). If you have already paid for the Services, we will arrange for your payment (in whole or part, as applicable) to be refunded to you.
33. Subject to any specific terms we, or the organisations on behalf of whom we act as agent, apply to individual Services, we will use commercially reasonable endeavours to ensure that internet-based Services are available 24 hours a day, seven days a week, although we make no warranties in this regard. In particular, Services may not be available during:

33.1. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time;
and

33.2. unscheduled maintenance, in which case we will give advance warning by posting a notice on our Site.

Your Trading via the Platform

34. When you engage in selling/marketing to any person via the Platform, the resulting contract will be between you and that person and as such, that transaction will be subject to the relevant selling terms and conditions of supply imposed between you and that person, over which we have no control. We therefore expect you to conduct business in a fair and reasonable manner and not in a way, which would bring us or the Platform into disrepute.
35. You warrant represent and undertake that you will comply with all applicable laws, rules and regulations (**Rules**) (including but not limited to Rules relating to copyright and trade marks) when ordering Services or using the Platform to advertise your business or sell and supply goods and/or services. You shall indemnify us, and keep us indemnified, in full against all liabilities, costs, expenses, damages and losses including (but not limited to) any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, 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.

Liability

36. The material displayed on our Site is provided for information purposes only and is provided without any guarantees, conditions or warranties as to its accuracy. Use of the Platform and the Site generally are provided on an “as is” basis. We:
 - 36.1. do not warrant that your use of the Services or the Platform will be uninterrupted or error-free;
 - 36.2. 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 the Services and related Contracts, the Platform and our Site generally may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
37. To the extent permitted by law, we and other companies in our group of companies hereby expressly exclude:
 - 37.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
 - 37.2. any liability if we are prevented from or delayed in performing our obligations under these Terms or under a Contract 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;
 - 37.3. any liability for any special, indirect or consequential loss or damage incurred by any user in connection with our Services, any Contract, the Platform and the Site generally or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it, any materials posted on it and any transactions between you and third parties via the Platform, including:
 - 37.3.1. loss of income or revenue;
 - 37.3.2. loss of business;
 - 37.3.3. loss of profits or contracts;
 - 37.3.4. loss of anticipated savings;
 - 37.3.5. loss of data;
 - 37.3.6. loss of goodwill;
 - 37.3.7. 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.
38. 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.
39. We do not accept any liability in relation to breach of contract or otherwise in respect of the terms and conditions of the Capturehub Card provider.
40. Subject to clauses 36 to 39 (inclusive) our total liability in respect of all losses and damages arising under or in connection with your use of the Site (including without limitation, the Platform) and/or any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise:
 - 40.1. shall in no circumstances exceed the amount of fees you have paid to us under the relevant Contract in connection with which the liability arose or if the liability arose as a result of your general use of

the Site, our liability shall not exceed the amount of fees (if any) you paid in connection with using our Site within the 12 months immediately preceding the date on which the liability arose; or
40.2. where the liability concerns Hubpoints which have been wrongly deducted or which should have been credited, shall be to credit the relevant Personal Member account with any Hubpoints which have been wrongly deducted or should have been credited but were not.

Jurisdiction and Applicable Law

41. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site or the use of the Platform although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
42. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

General

43. **Variations.** We may revise these Terms at any time. You are expected to check this page on our Site from time to time to take notice of any changes we make, as they are binding on you.
44. **Third party rights.** A person who is not a party to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
45. 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 and enforceability of the rest of these Terms.

Trade Marks

46. "capturehub" and all associated logos and marks are trademarks of Capturehub Limited.

Non-Compete

47. 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 the Platform.

Your Concerns

48. If you have any concerns about material which appears on our Site, please contact hello@capturehub.com.

Thank you for visiting our Site and joining the Network.