

TERMS OF SERVICE

NOVEMBER 2024

Please read these terms of service carefully. It is important that you review and understand these terms of service before using our platform and services. If you don't agree to these terms then don't accept them, don't set up a Business Hub Central account or use our platform or services.

If you have questions about these terms or need help to understand and comply with the then you should consult a solicitor.

We might update these terms from time to time. We'll let you know when we do. Continued use of the platform after we update the terms means you agree to the updated terms.

Once accepted, these terms of service, in combination with our [Privacy Policy](#), and [Data Processing Agreement](#) (collectively the "terms"), become a binding legal commitment between you (the business entity that you represent) and Allen Ruddock and Christopher Ruddock trading as Business Hub Central, our successors and assignees (hereinafter referred to a "Business Hub Central", "we" or "us") and will govern your access to and use of the platform and all other interactions with Business Hub Central related to the platform.

If you do not agree to these terms, you should not accept them, create an account, or use the platform. In the event of a conflict between these terms of service and the additional agreements incorporated herein by reference, these terms of service shall prevail.

Business Hub Central reserves the right to make changes to these Terms at any time. All changes are effective immediately when posted. Your continued use of the Platform following the posting of any revised Terms constitutes your acceptance and agreement to the updated Terms.

1. Use of Platform

1.1. Age Restrictions

You must be at least 18 years old to use the Platform. By accepting these Terms, creating a Platform Account, or using the Platform, you represent that you are at least 18 years old.

The person who accepts these terms is the owner of the platform account. If you accepted the terms on behalf of a business entity, the business entity is the owner of the platform account.

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1.2. Platform Account Ownership

Your use of the Platform is conditioned on your provision of complete, current, and accurate information when registering for a Platform Account. The Platform is intended for business use or in connection with an individual's trade, craft, or profession. As the individual who accepts these Terms, You are the owner of the Platform Account unless You are acting on behalf of a business entity, in which case, the business entity is the owner of the Platform Account. If You accept these Terms on behalf of a business entity, You represent and warrant that you have the authority to bind the business entity to these terms.

1.3. Intended Use

You can't use our platform in a way that breaks our rules or the law. You are responsible for making sure you and your customers' use of the platform and services is compliant with applicable laws and regulations.

You and your customers may use the Platform only as intended for lawful purposes and in accordance with these Terms. You agree that You and Your customers will not use the Platform in any way that violates any applicable law or regulation or engage in any Prohibited Uses. In addition, you represent and warrant that:

- I. You and Your customers will maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out the obligations under these Terms,
- II. You are fully responsible for your actions and the actions of your employees, agents, and customers who use of the Platform
- III. You are fully responsible for the use of the Platform by your customers
- IV. You, your employees, agents and customers will not misrepresent the Platform or the Services
- V. You will provide these Terms to your employees, agents, and customers and confirm that all employees, agents, and customers understand that they are subject to these Terms if they use or offer access to the Platform
- VI. You own or control all rights in and to all content you provide to Business Hub Central, including, but not limited to, any code provided to customize the Platform for your customers
- VII. You will be solely responsible for your use of the Platform, including the quality and integrity of any data and other information, including Information, made available to us by or for you through the use of the Platform. and
- VIII. You, your employees, and your customers will provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunication provider.

1.4. Privacy

We take privacy seriously. Make sure to read our Privacy Policy and Data Processing Agreement. You also need to have a Privacy Policy of your own that you make available to your customers.

By using the Platform and providing Information on or through the Platform, you consent to Business Hub Central's use and disclosure of the Information in accordance with the Privacy Policy available here and incorporated herein by reference. You agree that Business Hub Central has no responsibility or liability for the deletion or failure to store any Information or content maintained or transmitted on or through the Platform. When you provide your customers with access to the Platform, you must implement and enforce your own Privacy Policy, providing the level of protection at least equal to that provided to you by Business Hub Central and HighLevel. You must obtain consent from your customers, affirmatively acknowledging that your customers agree to be bound by your privacy policy. You represent and warrant that you have provided, and will continue to provide, adequate notices and have obtained, and will continue to obtain, the necessary permissions and consents to provide your customers' data to us for use and disclosure in accordance with these Terms and our Privacy Policy.

1.5. Login Credentials

You are responsible for maintaining the confidentiality of your Login Credentials. You are responsible for all uses of your Platform Account and Login Credentials, whether or not authorized by you. You agree to notify Business Hub Central immediately of any unauthorized access to or use of your Platform Account or Login Credentials or any other breach of security. Business Hub Central reserves the right to disable your Login Credentials at any time in its sole discretion for any or no reason, including if, in Business Hub Central's opinion, you have violated any provision of these Terms. Platform Accounts are non-transferable. You are obligated to take preventative measures to prohibit unauthorized users from accessing your Platform Account with your Login Credentials.

1.6. Use of Communication Services

We are a platform provider ONLY. We don't originate, send, or deliver any communications on your behalf. If you use any of the communication services features on our platform, you are responsible for making sure your communications comply with applicable laws.

The Platform may include certain communications features such as SMS, MMS, email, voice call capabilities and other methods. If You use these features, You agree that You are exclusively responsible for all communications sent using the Platform, including compliance with all laws governing those communications such as the Telephone Consumer Protection Act ("TCPA") and the CAN-SPAM Act. You represent and warrant that you understand and will comply with those laws. Business Hub Central is not responsible for your compliance with laws and does not represent that your use of the Platform will comply with any laws. Business Hub Central is a technology platform communication service application provider ONLY. Business Hub Central does not originate, send, or deliver any communications to any recipient via SMS, MMS, email, or other communication method. You control the message, timing, sending, fraud prevention, and call blocking. All communications, whether SMS, MMS, email or otherwise, are created by and initiated by you and/or your customers, whether generated by You or sent automatically via the Platform at Your direction.

1.7. Third Party Services

The Platform may leverage or include access to Third Party Services. Business Hub Central is not responsible for the usability or accessibility of Third Party Services. If you elect to pause or delete some or all of your Platform Account, certain features or functionality (such as LeadConnector phone numbers or email services) may not be retrievable upon reactivation. If you pause some or all of your Platform Account for more than thirty (30) days, and Business Hub Central is still incurring costs on your behalf related to Third Party Services (such as the costs of securing a particular phone number on your behalf), Business Hub Central reserves the right to release the phone number or delete some or all of your Platform Account in its sole discretion, without liability. Business Hub Central disclaims all liability related to outages or downtime of Third Party Services.

1.8. Third Party Content

The Platform may include Third Party Content. Your use of Third Party Content is entirely at your own risk and discretion. All statements and opinions expressed in Third Party Content are solely the opinions and the responsibility of the third party and do not necessarily reflect the opinion of Business Hub Central. Business Hub Central is not responsible for Third Party Content and

makes no endorsements, representations or warranties and assumes no liability, obligation or responsibility for Third Party Content. You are responsible for ensuring that your engagement or transactions with Third Party Content is in compliance with these Terms and any applicable laws.

1.9. Customizations

If you customize the platform, make sure your customizations don't infringe anyone's intellectual property rights.

Portions of the Platform may be modified by you, incorporating your name, logo, trademark, and colour scheme into your individual access area within the Platform. You are solely responsible for copyright, trademark or other intellectual property concerns connected with you and your customers' customized look and feel of the Platform. You acknowledge that you may not be able to customize the Platform according to your unique branding to the extent that your customization would appear to be independently developed. Business Hub Central may remove any of your modifications at any time without advance notice and without liability to you.

1.10. Excessive Use Restrictions.

We provide access to the Platform on a reasonable basis, and some tiers can process more data with less impact on performance. We have no liability for the effect that your excessive data use may have on performance. If, in Business Hub Central's sole discretion, we determine that your data use is excessive, abusive, or has a negative effect on the Platform in anyway, we may (1) require that you upgrade your Services in order to continue your activity levels if your data use exceeds the intended use of your existing Platform tier or if Business Hub Central's operational costs to support your Platform usage exceeds the subscription price; (2) suspend or terminate your use of the Platform or Services, and/or (3) reduce the amount of data you are able to use.

1.13. Platform Updates

Business Hub Central reserves the right to make updates or changes to the Platform at anytime, including changes that may affect the previous mode of operation of the Platform. You agree that your use of the Platform or purchase of Services is not contingent on Business Hub Central's delivery or release of any functionality or feature, including but not limited to the continuation of a certain Service or any third-party services.

1.14. International Use

We don't allow access to our platform by those located in embargoed countries.

You are responsible for compliance with any local laws that might be applicable to your use of the platform.

If you are in an embargoed country or are a sanctioned person or entity, you are prohibited from using the Platform. Business Hub Central makes no representation that materials on the Platform are appropriate or available for use in locations outside the United States. Those who choose to access the Platform from other locations do so on their own initiative and at their own risk. If you choose to access the Platform from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Services, and/or information made in connection with the Platform is void where prohibited.

2. Prohibited Uses

Read this list carefully. These are behaviours that we do not tolerate by users of our platform. If you engage in any of these behaviours, we might terminate your platform account.

The following are considered Prohibited Uses of the Platform. Engaging in a Prohibited Use is a material breach of this Agreement for which Business Hub Central may immediately suspend or termination your Platform Account in accordance with these Terms:

- Use of the Platform in any way that violates any applicable law or regulation.
- Use of the Platform to exploit, harm, or attempt to exploit or harm anyone in any way.
- Use of the Platform to send, receive, upload, download, use, or re-use any material that does not comply with these Terms.
- Use of the Platform to transmit, or procure the sending of, any unlawful advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- Impersonating or attempting to impersonate Business Hub Central or HighLevel, a Business Hub Central or HighLevel employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- Engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform
- Engaging in any conduct that may, as determined by Business Hub Central, harm Platform users or Business Hub Central, or expose either to liability.
- Use of the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use of any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use of any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without Business Hub Central's prior written consent.
- Use of any device, software or routine that interferes with the proper working of the Platform.
- Introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, any server, computer, or database connected to the Platform.
- Attacking the Platform via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempting to interfere with the proper working of the Platform.

As a general rule, fees are nonrefundable, and we don't provide refunds or credits.

Note that some subscription fees require minimum commitments. In those cases, we can't cancel your subscription until you've fulfilled the minimum commitment.

If you decide to pass through any subscription fees to your customers, you cannot mark-up the fees.

3. Payment

As a general rule, fees are nonrefundable, and we don't provide refunds or credits.

a) Fees

Your use of the Platform is subject to the timely payment of all Fees. Fees may change from time to time. All Fees are exclusive of Communication Surcharges. You will pay all Communications Surcharges associated with your use of the Platform. Communications Surcharges will be shown as a separate line item on an invoice. All Fees and Communications Surcharges are nonrefundable. Fees will be billed to the credit card we have on file. Fees for subscriptions will be billed in advance of Services. You agree to provide us with accurate and complete billing information (name, address, credit card information, and phone number) and notify us of any changes within 10 days of the change.

b) Non-cancellable Fees

Some subscriptions for Services require a non-cancellable minimum subscription commitment which cannot be cancelled until the commitment is fulfilled. Fees for such non-cancellable minimum subscription commitments will continue to be automatically applied to your bill until the minimum commitment has been achieved.

c) Overdue Amounts

If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Services you have purchased, you agree that we may suspend or terminate your use of the Platform and/or delivery of Services and may require you to pay any overdue Fees and other amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

d) Payment Disputes

You will notify us in writing within sixty (60) days of the date we bill you for any invoiced Fees or charges that you wish to dispute. You must pay all invoiced Fees and charges while the dispute is pending, or you waive the right to pursue the dispute. Where you are disputing any Fees or charges, you must act reasonably and in good faith and cooperate diligently with us to resolve the dispute. All Business Hub Central determinations regarding your obligation to pay invoiced Fees and charges are final.

e) No Refunds or Credits

Except as described below, all Fees assessed by Business Hub Central are non-refundable. You are solely responsible for any excess Fees incurred by You as a result of an error or omission made by You or a third party. Business Hub Central does not provide Fee refunds or credits for such errors or omissions, or for partially used or unused Platform or Services subscriptions. If you sign up for a subscription but do not access the Service or Platform, you are still responsible for all Fees during the term of your subscription. Except as may be required by law, Business Hub Central reserves the right to issue or deny a refund or credit in its sole and absolute discretion, at any time, for any reason, and Business Hub Central's determination of if and when to issue or deny a refund or credit is final.

f) Cancellations

You are solely responsible for the cancellation of Services associated with your account, and you will be responsible for all Fees incurred until such cancellation occurs. No refunds will be provided for your failure to properly cancel the Services associated with your account.

4. Intellectual Property

4.1. Platform Content

Platform Content is the property of Business Hub Central or its licensors and is protected by copyright, trademark and other intellectual property laws, except as indicated below. Platform Content does not include User Contribution(s), as defined below. Business Hub Central grants you a personal, royalty-free, non-assignable, revocable, and non-exclusive license to access and use the Platform Content while using the Platform for the purpose of making the Platform available to You and Your customers. Any other use, including the reproduction, modification, distribution, transmission, republication, framing, display or performance of Platform Content without prior permission of Business Hub Central is strictly prohibited.

You can't post anything inappropriate or offensive, or materials that infringe someone else's intellectual property rights

4.2. User Contributions

You own the content that you post on our platform, but you give us permission to use the content. If the content that you post violates these terms, we will take it down. You can't post anything inappropriate or offensive, or materials that infringe someone else's intellectual property rights

User Contributions are considered non-confidential and non-proprietary. You grant Business Hub Central, our service providers and each of their licensees, successors, and assigns the perpetual right to use, reproduce, modify, perform, display, distribute, and otherwise disclose User Contributions to third parties for any purpose. You also grant Business Hub Central the right to use Your Information and User Contributions to improve the Platform, develop new services, and/or improve Business Hub Central's overall product offerings and business model.

Business Hub Central is not responsible or liable to any third party for the content or accuracy of any User Contributions, nor do we endorse the User Contribution of third parties. Business

Hub Central is not responsible for any failure or delay in removing User Contributions that violate the Terms. Business Hub Central reserves the right to delete or otherwise remove any User Contributions we deem to be in violation of these Terms, with or without notice, at any time, for any reason. You represent and warrant that: (i) You own or control all rights in and to the User Contributions and have the right to grant the license granted above; (ii) All of your User Contributions comply with these Terms; and (iii) You understand and acknowledge that you are responsible for the legality, reliability, accuracy and appropriateness of your User Contribution.

4.3. Prohibited User Contributions

You are prohibited from posting User Contributions on the Platform that:

- i. Are unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content,
- ii. Victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or otherwise,
- iii. Infringe any patent, trademark, trade secret, copyright, right of publicity, or other proprietary or intellectual property right of any party, or
- iv. Breach the security of, compromise or otherwise allow access to secured, protected or inaccessible areas of the Platform, or attempt to gain access to other networks or servers via your Platform account.

4.4. Feedback

If you give us ideas on how to improve our platform or any other element of our business, then we have your permission to use that idea without compensating you.

If you provide Feedback, you agree and acknowledge that your submission of Feedback is voluntary, non-confidential, and gratuitous, and Business Hub Central has no obligation to use the Feedback. You grant Business Hub Central and its designees a perpetual, irrevocable, non-exclusive, fully-paid up and royalty-free license to use any Feedback you submit to Business Hub Central without restrictions or payment or other consideration of any kind, or permission or notification to you or any third party. The license includes, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license the Feedback, and all rights therein, in the name of Business Hub Central or its designees throughout the universe in perpetuity in any and all media now or hereafter known. You represent that the Feedback is your own original work, you have all necessary rights to disclose the Feedback to Business Hub Central, and neither your disclosure of the Feedback nor Business Hub Central's review and/or use of the Feedback will infringe upon the rights of any other individual or entity. If your Feedback is the subject of a patent that is pending or has been issued, You are required to disclose that fact to Business Hub Central.

4.5. Feedback Waiver

You hereby irrevocably release and forever discharge Business Hub Central from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against Business Hub Central with respect to the Feedback, including without limitation how Business Hub Central directly or indirectly uses the Feedback. You agree that you are responsible for the content of the Feedback and further agree (at Business Hub Central's option

and at your sole expense) to defend, indemnify, and hold Business Hub Central harmless from any and all actions, claims, and liabilities, demands, whether absolute or contingent and of any nature whatsoever, damages, losses, costs, fees, fines or expenses, including reasonable attorneys' fees, which Business Hub Central may incur as a result of use of the Feedback in accordance with these Terms.

4.6. Copyright

If you think someone is infringing your copyrights, let us know by following the process described in this section.

If you believe that Your copyrights have been infringed, or that your intellectual property rights have been otherwise violated by a third party's use of our Platform, you should notify us of your infringement claim in accordance with the procedure set forth below. We will process and investigate notices of alleged infringement and will take appropriate actions.

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest,
- a description of the copyrighted work or other intellectual property that you claim has been infringed,
- a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may locate it,
- your address, telephone number, and email address,
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law, and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

We may, at our sole discretion, limit access to the Platform and/or terminate the account of any user who infringes any intellectual property rights of others.

Our platform doesn't come with any warranties—it is provided "as is."

5. Disclaimers

Our platform doesn't come with any warranties—it is provided "as is."

The platform is provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Your use of the platform is at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities. You agree that business hub central has no responsibility or liability for the deletion or failure to store any information or content maintained or transmitted on or through the platform.

Without limiting the foregoing, we make no warranty that (a) the platform will meet your requirements, (b) the platform will be uninterrupted, timely, secure, or error-free, (c) the results

that may be obtained from the use of the platform will be effective, accurate or reliable, or (d) the quality of the platform will meet your expectations or be free from mistakes, errors or defects.

You acknowledge that the internet and telecommunications providers' networks are inherently insecure. Accordingly, you agree that business hub central is not liable for any changes to, interception of, or loss of your data while in transit via the internet or a telecommunications provider's network.

Business hub central makes no warranty regarding any transactions executed through a third party or third-party services, or in connection with the platform, and you understand and agree that such transactions are conducted entirely at your own risk. Any warranty that is provided in connection with any services or content available on or through the platform from a third party or through third party services is provided solely by such third party.

We reserve the sole right to either modify or discontinue the platform, including any services or features therein, at any time with or without notice to you. We shall not be liable to You, or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure and the addition of free or fee-based services. Any new features that augment or enhance the then-current services on this platform shall also be subject to these terms of service.

Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you. Please consult the laws in your jurisdiction

Any direct damages that Business Hub Central, might owe are capped at the amounts you paid us in the three month period before the act giving rise to the liability.

Business Hub Central is not responsible for any damages that indirectly resulted from an incident

6. Limitation of Liability, Indemnification, and Mitigation

Any direct damages that Business Hub Central, might owe are capped at the amounts you paid us in the three-month period before the act giving rise to the liability.

Business Hub Central is not responsible for any damages that indirectly resulted from an incident.

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of the Platform or the Services shall be limited to the amount you paid us for Services purchased on the Platform during the three (3) month period before the act giving rise to the liability.

In no event shall business hub central be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from malicious code, loss of use, data or profit loss, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of the platform or third party services or of any website referenced or linked to from the platform.

Further, we shall not be liable in any way for third party services or disruptions thereof, or third party promises and/or statements regarding our platform services or content or for transactions with the third party through the platform, including without limitation the processing of orders.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you. Please consult the laws in your jurisdiction.

If you breach these terms, give us inaccurate information, engage in gross negligence or wilful misconduct, or if you or your customers violate the law, you might have to indemnify us.

If a third party claims that our platform violates their intellectual property rights, we'll either (i) obtain the proper licenses so that you can continue using the platform; (ii) modify or replace the platform; or (iii) shut down the platform.

You agree to defend, indemnify, and hold Business Hub Central harmless against all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable legal fees and the costs of any investigation) directly or indirectly arising from or in any way connected with your use of the Platform ("Claims"), including, but not limited to:

- a. our use of or reliance on information or data supplied or to be supplied by you, your employees, agents, or customers,
- b. any breach of or default under these Terms by you, your employees, agents, or customers
- c. the wrongful use or possession of any Business Hub Central property by you, your employees, agents, or customers,
- d. any negligence, gross negligence or wilful misconduct by you or your employees, agents, or customers,
- e. misrepresentations by you, your employees, agents, or customers,
- f. violation(s) of applicable law by you, your employees, agents, or customers,
- g. your actions and the actions of your employees, agents, or customers.
- h. the acts or omissions of you, your employees, agents, or customers in connection with providing notice and obtaining consents regarding the origination or content of the SMS or MMS messages, email or other communications using the Services,
- i. Taxes and other Fees and/or,
- j. any disputes between (1) you and other users (2) you and your client(s) and/or (3) your customers.

If the Platform is found to violate any third-party intellectual property right, at our option we may:

- a. obtain the right for you to continue to use the Platform as contemplated by these Terms,
- b. modify or replace the Platform, in whole or in part, to seek to make the Platform non-infringing, or
- c. require you to immediately cease any use of the Platform.

7. Limitation On Time To File Claims

If you have a claim related to these terms or the platform, you need to commence action within three months.

Any cause of action or claim You may have arising out of or relating to these terms or the platform must be commenced within three (3) months after the event giving rise to the action or claim occurred, regardless of when You knew or should have known about it; otherwise, such cause of action or claim is permanently barred.

8. Injunctive Relief

You agree that a breach of these Terms may cause irreparable injury to Business Hub Central for which monetary damages would not be an adequate remedy, and Business Hub Central shall be entitled to seek equitable relief, in addition to any remedies it may have hereunder or at law, without having to post a bond or other security.

9. Waiver And Severability

No waiver by Business Hub Central of a term or condition set forth in these Terms shall be deemed a continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of Business Hub Central to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

10. Change of Control

Business Hub Central may assign its rights under these Terms at any time, without notice to you. You may not assign your rights under these Terms without Business Hub Central's prior written consent which may be withheld at Business Hub Central's sole discretion.

11. Entire Agreement

Except as noted below, these Terms constitute the sole and entire agreement between you and Business Hub Central with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform. These Terms may not be altered, supplemented, or amended by the use of any other document(s) unless such document is signed by an authorized representative of Business Hub Central.

Business Hub Central may enter into a separate agreement with you. The terms of any separate agreement between you and Business Hub Central will be considered a part of your entire agreement with Business Hub Central. To the extent there is a conflict between these Terms and the terms of your separate agreement with Business Hub Central, your separate agreement with Business Hub Central will prevail.

12. Term and Termination

We can terminate this agreement and your access to the platform at any time, for any reason.

These Terms will remain in full force and effect so long as you maintain a Platform Account. The sections of these Terms that are intended to survive termination of your Platform Account will remain binding even after you are no longer a Platform user.

12.1 Grounds for Termination by Business Hub Central.

Business Hub Central reserve the right to suspend or terminate your access to the Platform (or any part thereof) for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

Any material breach these Terms, including non-payment of fees, violations of the Prohibited Uses outlined in Section 2, or engaging in fraudulent, abusive, or illegal activities using the Platform may be grounds for barring your access to the system. We may report any such illegal activity to the appropriate authorities if necessary.

12.2 No Right to Services Upon Termination

Upon termination and regardless of the reason(s) motivating such termination, your right to use the Platform will immediately cease. Business Hub Central is not liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us with regards to your Platform access.

12.3 How to Terminate your use of the Platform

If You, for any reason, would like to terminate your access to the Platform, Business Hub Central requires written notice at least 24 business hours before your next billing date. Cancellation must be processed via the cancellation form at www.hubcentral/cancel-request.

12.4 No Termination by Third Party Users.

Business Hub Central has limited access to subscriptions not directly purchased from us. Any user who has been given access to the Platform by any party other than Business Hub Central must contact the party who originally provided access to the Platform for any inquiries related to termination.

12.5 Force Majeure.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the Platform or any associated product or service through the Platform arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to labour disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above

12.6 Reactivation of Suspended Accounts.

If your account is suspended due to non-payment or inactivity, you may request reactivation by contacting Business Hub Central support. To reactivate your account, you must settle all

outstanding fees, including any overdue payments and charges incurred during the period of suspension.

i. Reactivation Fee

Business Hub Central reserves the right to charge a reactivation fee in addition to settling any outstanding balances. The amount of this fee will be communicated to you at the time of your reactivation request.

ii. Conditions for Reactivation

Business Hub Central may impose additional conditions for the reactivation of your account, including but not limited to an increase in subscription fees, agreeing to revised terms of service, or providing updated billing information.

iii. No Obligation to Reactivate:

Business Hub Central reserves the right to deny requests for reactivation at its sole discretion. Requests for reactivation may be denied if the account has been inactive or suspended for a significant period, if there are outstanding compliance issues, or if reactivation would violate any applicable laws or regulations.

iv. Data Retention and Recovery

Upon reactivation, Business Hub Central will make reasonable efforts to restore your access to data and features associated with your account, subject to the data retention policies in place at the time of suspension. However, Business Hub Central does not guarantee the recovery of all data, features, or settings, particularly if the account has been suspended for an extended period.

v. Platform Account Deletion

Business Hub Central reserves the right to delete Platform Accounts that have been suspended and/or remained inactive for at least 12 months.

13. Applicable Law, Binding Arbitration, and Class Action Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

The laws of England and Wales will govern these Terms of Service and any disputes under them.

Any claim or dispute arising out of, or relating to these Terms between You and Business Hub Central that cannot be resolved within 28 days to the satisfaction of both parties shall be exclusively referred to mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing ("ADR Notice") to the other party requesting a mediation. A copy of the request will be sent to CEDR Solve. The mediation will start not later than 15 Business Days after the date of the ADR Notice.

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

14. Communications and Contact Information

All notices to a party shall be in writing and shall be made via email. Notices to Business Hub Central must be sent to support@hubcentral.co.uk. You agree to allow us to submit notices to you either through the email address you provided when registering, or to any address we have on record. Notices are effective on receipt.

Business Hub Central may contact you regarding these Terms using any information you provide, or by any other means if you do not provide contact information. If you no longer wish to receive communications from Business Hub Central, you can click on the “unsubscribe link” provided in such communications or contact us at support@hubcentral.co.uk.

When you create a Platform account, you must designate a primary email address that will be used for receiving electronic communication related to these Terms. Business Hub Central will never send you an email requesting confidential information such as account numbers, usernames, or passwords, and you should never respond to any email requesting such information. If you receive such an email purportedly from Business Hub Central, do not respond to the email and notify Business Hub Central by emailing us at.

For all other feedback, comments, requests for technical support, and other communications relating to the Platform or the Terms, please contact us at or by email at support@hubcentral.co.uk

15. Definitions

15.1. “Communication Surcharges” means any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges related to your use of the Platform.

15.2. “Feedback” means ideas You provide to Business Hub Central regarding improvements, enhancements, new features, new products, or other concepts related to the Platform, Services, or other matters related to Business Hub Central’s business.

15.3. “Fees” means any fees associated with the Platform, including but not limited to the monthly subscription services fee and any fees associated with add-in Services that you may purchase.

15.4. “Information” means data about You and Your customers that Business Hub Central collects on the Platform, including but not limited to information required to create a Platform Account and use the Platform for the intended purpose.

15.5. “Login Credentials” means the username and password used to access your Platform Account.

15.6. “Platform” means any Services, Training, content, functionality, communication channels, and software or other services or features offered to customers on or through Business Hub Central’s website or mobile application.

15.7. “Platform Account” means the account you created in order to access and use the Platform.

15.8. “Platform Content” means content, data, features, and functionality, including but not limited to text, graphics, videos, logos, button icons, databases, music, sounds, images, or other material that can be viewed on the Platform. Platform Content does not include User Contributions.

15.9. “Prohibited Conduct” means the behaviors described in Section 3.

15.10. “Services” means the variety of product integrations and services that Business Hub Central makes available on the Platform. Services may include Third Party Services.

15.11. “Sub-Account” means a subscription for one business under a Platform Account.

15.13. “Third Party Content” means content, promotions or offers provided by third parties or links to external third-party websites that may be accessible on the Platform.

15.13. “Third Party Services” means any Services or other services owned and provided by a third party vendor that Business Hub Central makes available to You as a Service on or through the Platform.

15.14. “Training” means any training, information or suggested usages conveyed by Business Hub Central about the Platform.

15.15. “User Contributions” means content or materials that you post, submit, upload, publish, display, or transmit on or through the Platform or to Business Hub Central directly.

15.16. “You” or “you” or any derivatives thereof means the individual who accepted the Terms or the business entity that the individual represents. “You” also includes any and all agents, employees, or third parties that are authorized to act on your behalf.

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