

Terms & Conditions:

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website www.axessunltd.com (our site).

How to contact us

To contact us, please email info@axessunltd.com.

By using our site you accept these terms

By using our site, you confirm that you accept these terms of service and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of service refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy, which explains how we collect, use and store your personal data.

Our Cookie Policy, which sets out information about the cookies on our site.

If you purchase goods or services from our site, our Terms and Conditions of Supply will apply to the sales.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities, for example.

We may suspend or withdraw our site

Parts of our site are made available free of charge.

We do not guarantee that our site, or any content on it (whether free of charge or paid for), will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of service and other applicable terms of service, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@axessunltd.com.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of service, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site [for any purpose, including the development, training, fine-tuning or validation of AI systems or models]. This includes using (or permitting, authorising or attempting the use of):

Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same.

Any automated analytical technique aimed at analysing text and data in digital form to generate information [or develop, train, fine-tune or validate AI systems or models] which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, our site, or any data published by, or contained in, or accessible via, our site or any services provided via, or in relation to, our site for the purposes of developing, training, fine-tuning or validating any AI system or model or for any other purposes not explicitly set out in these terms.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@axessunltd.com in advance.

Our trade mark is registered

You are not permitted to use without our approval, unless they are part of material you are using as permitted under *How you may use material on our site*.

Uploading content to our site

Whenever you make use of a feature that allows you to create content directly on our site, upload or share content to our site, or to make contact with other users of our site, you must comply with the standards set out in our terms.

You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We will consider any content you upload to our site to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us [and other users of our site] a limited licence to use, store and copy that content and to distribute and make it available to others.

We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our site violates their intellectual property rights or their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the acceptable use standards set out in our terms.

If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please contact us.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote our site or the service forever.

A worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes.

User-generated content is not approved by us

Our site may include information and materials uploaded by other users or our partners. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

We are not responsible for viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not introduce viruses

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any

equipment or network or software owned or used by any third party on which this site relies in any way. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

We only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Use of this site by Children:

This site may be used by individuals under the age of 18. The following must not be uploaded, shared or generated directly on this service:

Pornographic content.

Content which encourages, promotes or provides instructions for suicide.

Content which encourages, promotes or provides instructions for an act of deliberate self-injury.

Content which encourages, promotes or provides instructions for an eating disorder or behaviours associated with an eating disorder.

By pornographic content, we mean any pornographic content except where it consists:

Only of text.

Only of text accompanied by identifying content which consists only of text, other identifying content which is not itself pornographic content, a GIF which is not itself pornographic content, an emoji or other symbol, or any combination of this content.

Restricting access

We may use measures to prevent access to the whole of or part of our service by children under 18.

What content and behaviours you should report

You can report or complain about the following content and behaviours:

Content accessible to children that you consider harmful to children.

When you think we are not dealing with our duties to protect children as we should.

Where your content has been removed or access-restricted on the basis that it is harmful to children.

Where we have given you a warning, suspended, banned or restricted you in any way as a result of your content which we consider to be harmful to children.

Where you are unable to access content because we have incorrectly assessed your age.

How we may use your personal information

We will only use your personal information as set out in our PRIVACY POLICY seen here – <https://www.axessunltd.com/policies>

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Membership / Subscription Terms & Conditions:

Acceptance

By accessing or using any part of the AXESS UNLTD subscription platform, you agree to be bound by these Terms and Conditions. If you do not agree to these Terms, you may not access or use the Platform.

Account

To access certain features of the Platform, you may be required to create an account. You are responsible for maintaining the confidentiality of your account information, including your

password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account.

You must provide accurate and complete information during the registration process. You agree to update your account information to keep it accurate and current.

Subscription

The Platform offers various subscription options.

There is no minimum subscription commitment.

All subscriptions are automatically renewed unless cancelled by you. You can cancel your monthly subscription on your account page under 'my subscription' and then 'cancel subscription' or by emailing info@axessunltd.com.

Refunds are generally not provided for subscription fees. However, we may, in our sole discretion, offer a refund in certain limited circumstances.

Member Benefits

As a member, you may be entitled to the following benefits: Exclusive content including but not limited to discounts, news articles, videos, media, online events, in-person events, team reports, forums.

Member benefits may change from time to time at our sole discretion.

Giveaways can be shipped globally.

The winner of any giveaway may be responsible for the shipping fee and taxes associated with any prizes.

Discount

AXESS UNLTD member discounts are intended for the exclusive use of the individual member whose account was used to obtain the discount.

Sharing member discounts with non-members is strictly prohibited. This includes the resale of discounted products obtained through your membership.

We reserve the right to suspend or terminate the membership of any individual who violates this policy.

Discounts vary between countries and not all countries will have access to these discounts.

Countries with access to discounts includes UK, Europe and North America.

Certain products sold by discount providers may be excluded from discounts.

All discounts are off RRP prices only.

Events

We may offer online and/or in-person events to our members, such as webinars, workshops, conferences, and meetups.

Registration for events may be subject to separate terms and conditions, which will be provided at the time of registration.

We reserve the right to cancel or reschedule events at any time.

If an event is cancelled, we will make reasonable efforts to notify registered attendees.

We are not responsible for any costs incurred by attendees in connection with events, such as travel expenses or accommodation costs.

By attending an event, you may be photographed or recorded. You hereby grant us the right to use your image or likeness for promotional or marketing purposes.

Intellectual Property

All content on the Platform, including but not limited to text, images, logos, and software, is protected by copyright, trademark, and other intellectual property laws.

You may not use any content from the Platform for any commercial purpose without our prior written consent.

Disclaimer of Warranties

THE PLATFORM AND ALL CONTENT ON THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PLATFORM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify and hold us harmless from any claims, liabilities, damages, losses, and expenses arising out of or in any way connected with your use of the Platform or your violation of these Terms.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of Digital Markets, Competition and Consumers Act (DMCC).

Dispute Resolution

Any dispute arising out of or relating to these Terms shall be subject to binding arbitration.

Changes to Terms

We may update these Terms from time to time. We will notify you of any changes by posting the updated Terms on the Platform. You are advised to review these Terms frequently for any changes.

These terms may have changed since you last reviewed them. Please read them carefully on each occasion that you use the site.

Where to find information about us and our products

You can find everything you need to know about us, JB5 Ltd, and our products on our website before you order. We also confirm the key information to you in writing after you order, either by email or in your online account.

When you buy from us or subscribe to our services (either monthly or annually) you are agreeing to the terms set out in this document.

We only accept orders when we've checked them

We contact you to confirm we've received your order and to confirm we've accepted it. Until we confirm we have accepted your order or subscription, you must not assume that we have accepted it.

Sometimes we reject orders

Sometimes we reject orders, for example, because a product or service is unexpectedly unavailable, because we can't verify your age (where the product is age-restricted) or for other reasons within our discretion. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when you order

We charge you at the time you place your order for a product or subscription. However, for some products we take payment at regular intervals, as explained to you during the order process. If your product is goods (rather than digital content or services), you will only own it once we have received payment in full.

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of your product or services is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay.

Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

The services and offers that we offer to subscribers will vary from time to time. No guarantee is made as to the nature or type of services provided to subscribers.

Your legal right to change your mind. For some of our products bought online, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

When you can't change your mind. You can't change your mind about an order for:

- digital products, after you have started to download or stream these;
- services, once a service has been used, for example using one of our partnered brands discount code or service;
- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after:

- the day we deliver your product, if it is **goods**, for example a replica team kit. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.
- the day we confirm we have accepted your order, if it is for a **service**, for example when you subscribe to our monthly or annual subscriptions.
- the day we confirm we have accepted your order, if it is for **digital content for download or streaming** (for example, our monthly or annual subscription services), although you can't change your mind about digital content once we have started providing it.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team: info@axessunltd.com

You have to return the product at your own cost. If your product is goods, for example, a replica team kit, you have to return it (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind. Returns are at your own cost.

- send the product back to us using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, contact our Customer Services Team: info@axessunltd.com

We only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

You have to pay for services you received before you change your mind. If you bought a service (such as an annual subscription) we don't refund you for the time you were receiving it before you told us you'd changed your mind.

We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the product-branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

When and how we refund you. If your product is a service, digital content or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

You can end an on-going contract (find out how)

We tell you when and how you can end an on-going contract with us (for example, for regular services or a subscription to digital content or goods) during the order process. If you have any questions, please contact our Customer Service Team: info@axessunltd.com

We can change products and these terms

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements
- to make minor technical adjustments and improvements, for example to address a security or quality issue

- to update digital content
- to update or change the discount services offered

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements;
or
- make changes to the product

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than two weeks in any month we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 14 days you can contact our Customer Service Team: info@axessunltd.com to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing a product, such as an ongoing service or a subscription for digital content or goods. We let you know at least 7 days in advance and we refund any sums you've paid in advance for products which won't be provided.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within days of our reminding you that payment is due;

We don't compensate you for any losses caused by us or our products or services

We use your personal data as set out in our Privacy Notice

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: info@axessunltd.com will do their best to resolve any problems you have with us or our products.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this in advance.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.