

Terms

Last updated: May 24, 2017

You are responsible for reading these Terms before using the <https://PowerOf3Squared.com> website (the "Service") operated by POWER OF 3 SQUARED, LTD ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Purchases

For any purchases, you wish to make through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, all relevant credit card information to complete your purchase. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that Power of 3 Squared or its designated payment processor (CUSA-COOP) is not responsible for any loss or damage arising from the submission of false or inaccurate information. You also grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases. You may also be subject to the Terms of our designated payment processor(s).

Service

Service shall mean for purposes the technology, methods, procedures, and storage of certain Personal Information, subject to our Privacy Policy, such that the Service or POWER OF 3 SQUARED, LTD. or its designated processor may at a minimum, but not limited to, register an individual or legal entity, as a Member or Affiliate, for its own programs and also make appropriate referral to one or more "Member designated" third-parties for which a potential referral commission may be paid to the Member/Affiliate, us, or our assignee.

Accounts

When you create an account with us, always you must provide information that is accurate and complete. Failure to do so constitutes a breach of these Terms, and may result in immediate termination of your account with us. You are responsible for safeguarding the password that you use to access the Service and for all actions under your password. You must notify us immediately of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of POWER OF 3 SQUARED, LTD and its licensors. The Service is protected by copyright, trademark, and other laws of the United Kingdom and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of POWER OF 3 SQUARED, LTD.

Links to Other Web Sites

Our Service may contain links to third-party websites or services that are not owned or controlled by POWER OF 3 SQUARED, LTD. You acknowledge and agree that POWER OF 3 SQUARED, LTD shall not be responsible or liable and you agree to indemnify (see Indemnification) us for any damage or loss caused by your use of any such websites or services. Also, you agree that any product purchased through this Service is subject to the Terms of the websites or services which offer said products and services.

Termination

We may terminate your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation, if you breach our Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Indemnification

You agree to defend, indemnify and hold harmless POWER OF 3 SQUARED, LTD and all associated with POWER OF 3 SQUARED, LTD, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses, including but not limited to attorney's fees. You accept we do not provide a guarantee of suitability – you should obtain that from a licensed provider, we do not provide a warranty of fitness of purpose or warranty of merchantability. All products and services purchase via the Service are subject to the warranty and refund policy of the ultimate vendor.

Limitation of Liability

In no event shall POWER OF 3 SQUARED, LTD, nor all associated with POWER OF 3 SQUARED, LTD, be liable for any direct or indirect or consequential damages, or any other legal theory, whether we have been informed of the possibility of such damage. See Indemnification.

Disclaimer

Your use of the Service is at your sole risk and by your continue use you indicate to us that you accept such risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, including, but not limited to, implied warranties of merchantability or fitness of purpose.

Exclusions

Under no circumstances will POWER OF 3 SQUARED, LTD ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service or these Terms, regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by POWER OF 3 SQUARED, LTD or any person or vendor or service provider for whom POWER OF 3 SQUARED, LTD is responsible, even if POWER OF 3 SQUARED, LTD has been advised of the possibility of such loss or damage being incurred.

Governing Law

These Terms shall be governed and construed in accordance with the laws of England and Wales. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If

any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Revisions

We reserve the right to revise these Terms at any time and without written notice to you. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Service.

Personal Information

Personal Information, subject to Our Privacy Policy and Terms of our Service or website, shall include information, which the enrolling Member/Affiliate has provided Us by completing one or more forms to establish a "Member Profile" or "Referral Profile" for use within our Service or website(s). POWER OF 3 SQUARED, LTD. shall by your providing Us this Personal Information use such information for our own purposes with our technology, methods, procedures, and storage to create referral relationships with other Members of the Service and with third-parties, which you as a Member/Affiliate have designated Us to send this information to and for which you indemnify and hold Us harmless. See Indemnification.

Contact Us

If you have any questions about these Terms, please contact us through our support team.