TradaBase Terms and Conditions

The following Terms and Conditions apply to customer use of SolutionJ Limited's ("SolutionJ") TradaBase Consignment Trading Platform ("TradaBase").

1. License
    a. You are granted a limited, revocable, nonexclusive, non-sublicensable, non-transferable right and license to access and use TradaBase and/or such other systems, information, and materials that SolutionJ may make available to you via TradaBase or by issuing an access code, password, or licence ("Ancillaries").

    b. Use of TradaBase and its Ancillaries is restricted to authorized users. Unauthorized, illegal, or improper use may result in revocation of all access and use of TradaBase as well as civil or criminal prosecution.

    c. You acknowledge that use of and access to TradaBase and its Ancillaries may be revoked at SolutionJ's discretion upon your failure to pay your monthly subscription fees in accordance with SolutionJ's normal trading terms.

    d. Notwithstanding anything in this Agreement to the contrary, all use of TradaBase and its Ancillaries shall be strictly in accordance with SolutionJ policies and applicable laws.

2. Ownership
   TradaBase is licensed, not sold. TradaBase (including, without limitation, its layout, interfaces, functionality and incorporated images, text, and other media) is the sole and exclusive property of SolutionJ and is protected by domestic and international copyright and other intellectual property laws.

3. Access to services
   In order to permit you to access TradaBase, SolutionJ will provide you with one or more access code(s) and password(s). You shall not divulge or disclose any access code or password to any person outside of your company without first obtaining permission from SolutionJ.

4. Verification
   You acknowledge that SolutionJ may monitor your activities on TradaBase at SolutionJ's discretion, in accordance with applicable laws, and you consent to such monitoring. In addition, upon notice from SolutionJ, you shall provide SolutionJ with such information, access, and assistance as they may reasonably require.

5. Disclaimer
    a. TradaBase is provided "as is" without any warranty of any kind, and your use of the service is solely at your own risk.

b. SolutionJ does not warrant that TradaBase or access thereto will meet your requirements or that the operation will be uninterrupted or error-free.

c. SolutionJ does not warrant that the information contained in TradaBase is accurate or error-free.

6. Support
   a. All errors, queries and requests reported to SolutionJ by authorised, licensed users of TradaBase and its Ancillaries will be responded to in a timely and professional manner.

   b. SolutionJ aims to normally respond to such communications on the same working day wherever possible but does not guarantee this.

7. Limitation of Liability and Indemnity
   a. SolutionJ shall not be liable to you in contract, tort, or otherwise (including negligence), pre-contract or by way of other representations (other than fraudulent misrepresentations) or otherwise for any loss of business, contracts, profits, or anticipated savings or for any indirect or consequential loss whatsoever.

   b. SolutionJ's liability to you under any indemnity provided here or in damages together with any costs shall be limited in total to a sum equal to 3 times your monthly TradaBase subscription fee in effect at the time.

   c. You agree to indemnify SolutionJ against any claims, damages, losses, costs and expenses which SolutionJ may sustain or incur in relation to any claim by a third party that the content and materials that you have provided to SolutionJ constitutes a breach of any applicable law or regulation including without limitation such laws relating to sale of goods, obscenity, state security or defamation in any jurisdiction where such content or material may be reproduced or is an infringement of any intellectual property rights.

8. Termination
   a. You may terminate your subscription to access and use TradaBase and its Ancillaries at any time by giving SolutionJ 60-day written notice.

   b. Except where section 1c of these Terms and Conditions applies, SolutionJ may terminate your subscription to access and use TradaBase and its Ancillaries at any time by giving you 180-day written notice.

   c. The obligations of SolutionJ under this Agreement will terminate upon the termination of this Agreement by The Customer or SolutionJ.

9. Terms and Conditions subject to change at the sole discretion of SolutionJ.