

Terms and Conditions

Last updated: March 1, 2024

Please read these Terms and Conditions carefully before using our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions are defined as below.

Definitions

For the purposes of these Terms and Conditions:

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Barclay Brand Corporation, 2401 South Clinton South Plainfield, NJ 07080.

Device refers to any device that can access the Service such as a computer, a cellphone or a digital tablet.

Service refers to the online payment link available to the customers.

Terms and Conditions refers to these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Website refers to Companies website, accessible from www.bbfyale.com

You or Customer refers to the individual business or other legal entity accessing the Service as applicable.

Acknowledgment

You acknowledge the following with regard to these Terms and Conditions:

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

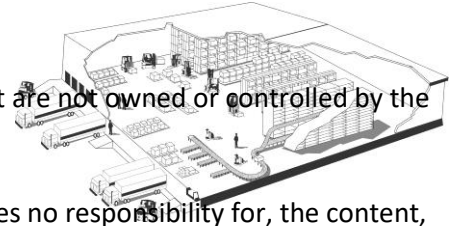
Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You do not agree with any part of these Terms and Conditions, then You may not access the Service.

You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.



You acknowledge that the Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Termination

We may terminate or suspend Your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur through the use of the Service, the entire liability of the Company shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

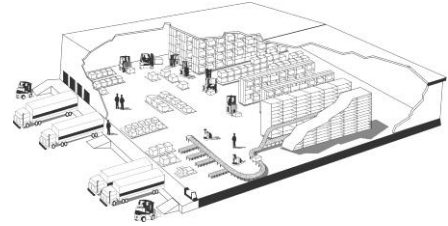
THIS AGREEMENT IS GOVERNED BY THE LAW OF THE STATE OF NEW JERSEY.

To the extent that any court deems that New Jersey law does not apply, the Company's liability will be limited to the greatest extent as permitted by the applicable state or federal law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.



Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limitation to the foregoing, the Company does not make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. To the extent that any court deems that New Jersey law does not apply, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable state or federal law.

Governing Law

These Terms and Conditions are governed by the laws of the state of New Jersey.

Forum Selection Clause

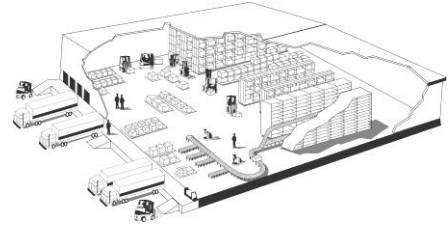
You agree that any legal claims brought against the Company arising out of your use of the service or these Terms and Conditions shall be filed in the Superior Court of New Jersey and venued in Middlesex County.

Disputes Resolution

If You have any concern or dispute about the Service and/or these Terms and Conditions, before filing any lawsuits, You agree to first try to resolve the dispute informally by contacting the Company.

Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not prohibited by United States law from using our accessing this service.



Severability and Waiver

Severability

If any provision of these Terms and Conditions is held to be unenforceable or invalid, such provision may be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and all remaining provisions of these Terms and Conditions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms and Conditions shall not affect the Company ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

In the event that these Terms and Conditions had been translated from English to other language or Your use of the Service, You agree that the original English text shall prevail if there is a dispute between the English version of the Terms and Conditions and the translated version of the Terms and Conditions.

Changes to These Terms and Conditions

The Company reserves the right to modify these Terms and Conditions at any time.

Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- By phone number: 908.561.2100
- Or by email at creditinfo@bbfyale.com