
TERMS OF USE

INTRODUCTION

Welcome to Just's terms of use

These terms of use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, just-dm.co.uk ("**our site**"). Please read these terms of use carefully and ensure that you understand them. Your acknowledgement and agreement to comply with and be bound by these terms of use is deemed to occur upon your first use of our site. If you do not agree to comply with and be bound by these terms of use, you must stop using Our site immediately.

These terms of use do not apply to the sale of services. Please refer to our Terms & Conditions for more information when registering.

1. Definitions and Interpretation

In these terms of use, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a user to access and/or use certain areas of Our site, as detailed in Part 4;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, our site; and
"User"	means a user of Our site.

2. Information About Us

- (a) Our site is owned and operated by Just Digital Marketplace Ltd (trading as Just), a private company limited by shares registered in England and Wales under company number 12146925 whose registered office is at c/o Smith and Williamson LLP, Portwall Place, Portwall Lane, Bristol, BS1 6NA.
- (b) We are authorised by the Ministry of Justice Lord Chancellor's department.
- (c) These terms of use are issued on behalf of Just Digital Marketplace Ltd, trading as Just, so when we mention "Just", "we", "us" or "our" in these terms of use, we are referring to Just Digital Marketplace Ltd, trading as Just.

3. Access to our site

- (a) Access to Our site is free of charge.

- (b) It is your responsibility to make any and all arrangements necessary in order to access our site.
- (c) Access to our site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue our site (or any part of it) at any time and without notice. We will not be liable to you in any way if our site (or any part of it) is unavailable at any time and for any period.

4. Prohibited uses

- (a) You may use our site only for lawful purposes. You may not use our site:
 - (i) In any way that breaches any applicable local, national or international law or regulation.
 - (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - (iii) To bully, insult, intimidate or humiliate any person.
 - (iv) To send, knowingly receive, upload, download, use or re-use any material which does not comply with Part 7.
 - (v) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - (vi) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- (b) You also agree not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of Part 7.

5. Accounts

- (a) Certain parts of our site (including the ability to purchase services from us) may require an account in order to access them. You may not create an account if you are under 18 years of age.
- (b) When creating an account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your account is kept up-to-date.
- (c) We require that you choose a strong password for your account. It is your responsibility to keep your password safe. We recommend that you do not share your account with anyone else. You must not use anyone else’s account without the express permission of the user to whom the account belongs. We will not be liable for any unauthorised use of your account. If you believe your account is

being used without your permission, please contact us immediately at info@just-dm.co.uk

- (d) Any personal information provided in your account will be collected, used, and held in accordance with your rights and our obligations under the law, as set out in Part 14.
- (e) If you wish to close your account, you may do so at any time. Closing your account will result in the removal of your information. Closing your account will also remove access to any areas of our site requiring an account for access.

6. Intellectual Property Rights

- (a) All content included on our site and the copyright and other intellectual property rights subsisting in that content, unless specifically labelled otherwise, belongs to or has been licensed by us. All content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- (b) You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content from our site unless given express written permission to do so by us, except that you may:
 - (i) access, view and use our site in a web browser (including any web browsing capability built into other types of software or app);
 - (ii) download our site (or any part of it) for caching;
 - (iii) print page(s) from our site;
 - (iv) download extracts from pages on our site; and
 - (v) save pages from our site for later and/or offline viewing.
- (c) Our status as the owner and author of the content on our site (or that of identified licensors, as appropriate) must always be acknowledged.
- (d) You may not re-use any content printed, saved or downloaded from our site for commercial purposes without first obtaining a licence from us (or our licensors, as appropriate) to do so.
- (e) This does not prohibit the normal access, viewing and use of our site, whether by business users or consumers.

7. Links to our site

- (a) You may link to our site provided that:
 - (i) you do so in a fair and legal manner;

- (ii) you do not do so in a manner that suggests any form of association, endorsement or approval on our part where none exists;
 - (iii) you do not use any logos or trademarks displayed on our site without our express written permission; and
 - (iv) you do not do so in a way that is calculated to damage our reputation or to take unfair advantage of it.
- (b) You may link to any page of our site. You may not link to our site from any other site the main content of which contains material that:
- (i) is sexually explicit;
 - (ii) is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - (iii) promotes violence;
 - (iv) promotes or assists in any form of unlawful activity;
 - (v) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - (vi) is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - (vii) is calculated or is otherwise likely to deceive another person;
 - (viii) is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - (ix) misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this list);
 - (x) implies any form of affiliation with us where none exists;
 - (xi) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
 - (xii) is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

8. Links to Other Sites

Links to other sites may be included on our site. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for

the content of third-party sites. The inclusion of a link to another site on our site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

9. Liability and Disclaimers

- (a) Nothing on our site constitutes advice on which you should rely. It is provided for information purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on our site.
- (b) Insofar as is permitted by law, we make no representation, warranty, or guarantee that our site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- (c) We make reasonable efforts to ensure that the content on our site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning services for sale through our site. Please refer to our Terms & Conditions for more information when registering.
- (d) To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our site or the use of or reliance upon any content included on our site.
- (e) We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of our site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- (f) Nothing in these terms of use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.
- (g) The limitations of liability included in this Part apply only to the use of our site and not to the sale of services, which is governed separately by our Terms & Conditions.

10. Viruses, Malware and Security

- (a) We exercise all reasonable skill and care to ensure that our site is secure and free from viruses and other malware. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

- (b) You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via our site.
- (c) You must not attempt to gain unauthorised access to any part of our site, the server on which our site is stored, or any other server, computer, or database connected to our site.
- (d) You must not attack our site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- (e) By breaching the provisions of this Part, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities, and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use our site will cease immediately in the event of such a breach.

11. Privacy and Cookies

Use of our site is also governed by our Privacy Policy, available from <https://www.just-dm.co.uk/privacy-policy>, which includes our Cookies Policy. This policy is incorporated into these terms of use by this reference.

12. Changes to these Terms of Use

- (a) We may alter these terms of use at any time. If we do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of our site after the changes have been implemented. You are therefore advised to check this page from time to time.
- (b) In the event of any conflict between the current version of these terms of use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

13. Contacting Us

To contact us, please email us at info@just-dm.co.uk.

14. Law and Jurisdiction

- (a) These terms of use and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English and Welsh law.
- (b) If you are a business, any disputes concerning these terms of use, the relationship between you and us, or any matters arising from them or associated with them (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- (c) If you are a consumer, any disputes concerning these terms of use, the relationship between you and us, or any matters arising from them or associated

with them (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.