

# JURIOSITY

## TERMS AND CONDITIONS

Last updated: 17 November 2022

### IMPORTANT NOTICE:

**Juriosity does not provide legal advice. Juriosity provides access to a legal marketplace, a legal directory and legal knowledge and its liability is limited accordingly, as set out in clause 13 of these Terms. Any legal advice, product or services you obtain as a result of using Juriosity will be subject to separate terms and conditions to be agreed between you and the relevant legal service provider.**

**Your use of the Website is strictly conditional upon your acceptance of these Terms, including (without limitation):**

- **the provisions in clause 5 relating to use of the Marketplace; and**
- **the exclusions of and limitations on Juriosity's liability set out in clause 13.**

This Website is operated by Basement Crowd Limited (**Juriosity, us or we**) a company registered in England and Wales under company number 08838261, with its registered office Suite 2, 43 Bedford Street, London, WC2E 9HA, and with VAT number 204 1657 41.

These Terms, together with any applicable Vendor Agreement and our [Privacy Policy](#), govern access to and use of the Website by you.

We may modify these Terms from time to time. We will use reasonable endeavours to notify you of any material amendments to these Terms by placing a clear notice about them on the Website or by other means, but do not guarantee to do so. By using this Website and in consideration for us permitting you to use the Website, you agree to be bound by these Terms as modified from time to time. Use of the Website includes, without limitation, accessing and browsing the Website.

Please review these Terms whenever you use the Website as any changes are binding on you from the date that we make them.

### 1. UNDERSTANDING THESE TERMS

1.1 In these Terms, capitalised terms shall have the meanings set out below:

**Account** means an account on the Website.

**Account Services** means the services available on the Website from time to time following registration or activation of an Account.

**Business** means an organisation (including a barristers chambers, firm, company, partnership, organisation, association or other legal entity) or individual using the Website for purposes that are wholly or mainly within their trade, business, craft or profession (and in the case of an organisation, shall include its members, directors, partners, officers, employees and consultants).

**Confidential Information** means any information concerning the business, affairs, customers, clients or suppliers of you or us (as the context may require), but excluding any User Generated Content.

**Consumer** means an individual who uses the Website for purposes that are wholly or mainly outside his or her trade, business, craft or profession.

**Content** means all content, materials, text, images, publications, articles, documents, know-how, files, and software from time to time contained or comprised in the Website.

**Data Protection Laws** has the meaning given in the data processing terms annexed to these Terms.

**Editorial Material** means articles, commentary, analysis or other editorial materials.

**Force Majeure Event** means any events, circumstances, acts or omissions which are beyond our reasonable control, including (a) failure of any utility service or transport or communications network or third party hosting supplier, (b) strikes, lock-outs or industrial disputes, (c) war, riot, civil commotion or malicious damage to property (including to computer systems and software) (d) compliance with any law or governmental order, rule, regulation or direction, (e) accident or breakdown of a plant, machinery or computer systems, (f) pandemic or epidemic, and (g) fire, flood, storm or other natural disaster.

**Indemnified Person** has the meaning given in clause 13.5.5.

**Interactive Services** has the meaning given in clause 6.4.

**Juriosity** means Basement Crowd Limited, a company registered in England and Wales under company number 08838261, with its registered office at Suite 2, 43 Bedford Street, London, WC2E 9HA.

**Legal Services** means any legal products, services or advice.

**Listing** means a listing for Legal Services by a Business on the Marketplace.

**Listing Content** means any Content in a Listing, including any prices, rates or fee estimates.

**Losses and Expenses** means any and all liabilities, losses, damages, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise.

**Marketplace** means the legal marketplace on the Website, as described in clause 5 of these Terms.

**Matter Information** means any information provided by a User to us in relation to any matter upon which such User is seeking Legal Services on the Marketplace.

**Personal Data** has the meaning given in the Data Protection Laws.

**Privacy Policy** means our privacy and cookies policy available at <https://www.juriosity.com/registration/api/waiver?type=privacy>, as amended from time to time by us in accordance with its terms.

**Profile Content** means any Content in a Business profile in the directory on the Website.

**Terms** means these terms and conditions of use, as may be modified or replaced by us from time to time.

**Third Party Information** means third party websites, pages and documents to which the Website or any of the Content is linked or which you may otherwise access through links on the Website (including any separate terms of service associated with such websites, pages and documents).

**User** means any person using the Marketplace to search for or obtain Legal Services.

**User Generated Content** means any content, materials, text, images, publications, articles, documents, or know-how you supply or upload to the Website, including any Profile Content, Editorial Material or Listing Content.

**Vendor** means any Business using the Vendor Services from time to time.

**Vendor Agreement** has the meaning given in clause 4.3.

**Vendor Service Terms** means separate terms of service agreed between a User and a Vendor for the provision of Legal Services.

**Vendor Services** means the services made available by us to Vendors pursuant to a Vendor Agreement, including but not limited to functionality enabling a Business to create Listings on the Marketplace.

**Website** means this website ([www.juriosity.com](http://www.juriosity.com)) including the Marketplace and any associated software programs.

1.2 In these Terms, when we refer to **we**, **us** or **our**, we mean Juriosity; and when we refer to **you** or **your** we mean:

1.2.1 in respect of a Consumer, the individual using the Website; and

1.2.2 in respect of a Business, that Business and (if relevant) its members, directors, partners, officers, employees and consultants.

## 2. THE WEBSITE

2.1 We grant you the non-exclusive, limited right to access and use the Website subject to these Terms.

2.2 We do not guarantee that the Website, or any Content, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis and:

2.2.1 we may suspend, withdraw, discontinue or change all or any part of the Website without notice, including but not limited to the functionality and features available through registration for the Account Services and the Vendor Services;

2.2.2 we will not be liable to you if for any reason the Website is unavailable at any time or for any period;

2.2.3 we may add or remove Vendors at any time; and

2.2.4 we may change or update the Website and/or change the Content at any time.

2.3 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them (as relevant).

2.4 The Website and the Content are provided for general information purposes only. The Content does not constitute advice on which you should rely.

2.5 If you are a Consumer you may only use the Website for your own domestic, private and non-commercial use.

2.6 The Website is not intended for use by any person under the age of 18. If you are under the age of 18 you should not use the Website.

### **3. ACCOUNT SERVICES**

3.1 In order to access the Account Services, you will need to register or activate an Account with us on the Website. If you register or activate an Account, you will be asked to provide your email address and create a password as part of our security procedures. You must treat such information as confidential and you must not disclose it to any third party.

3.2 We have the right to disable any Accounts and/or passwords, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms or any Vendor Agreement.

3.3 If you know or suspect that anyone other than you knows your Account login details, you must immediately notify us at [help@juristicity.com](mailto:help@juristicity.com).

3.4 You are responsible for any unauthorised use of your Account login details.

### **4. VENDOR SERVICES**

4.1 The Vendor Services are only available if you are a Business.

4.2 Any Business may request access to the Vendor Services from time to time.

4.3 In order to use the Vendor Services, you will be asked to review and accept separate terms and conditions applying to Vendors (**Vendor Agreement**). The Vendor Agreement is supplemental to these Terms, and these Terms shall continue to apply to all Vendors, subject to any modifications or amendments contained in the Vendor Agreement.

### **5. MARKETPLACE**

#### ***Using the Marketplace***

5.1 The Website provides access to a Marketplace enabling:

5.1.1 a Vendor to create Listings; and

- 5.1.2 a User to request Legal Services directly from a Vendor.
- 5.2 By using the Marketplace, Users and Vendors each agree that:
- 5.2.1 we do not provide any advice, legal or otherwise, on the Marketplace and we are not a law firm;
  - 5.2.2 we facilitate contact between Users and Vendors, but do not take any part in the interaction between Users and Vendors on the Marketplace;
  - 5.2.3 the Vendor is solely responsible for the provision of Legal Services to any User, and all such Legal Services will be provided subject to separate Vendor Service Terms in accordance with clause 5.13;
  - 5.2.4 we make no representations, warranties, recommendations or endorsements in relation to the competence, suitability or availability of any Vendor on the Marketplace;
  - 5.2.5 we owe no duty of care to Users, and have no obligation or liability to Users, in relation to any Legal Services received as a result of using the Marketplace; and
  - 5.2.6 we have no responsibility for, or liability to Users in relation to (i) the decision to instruct a Vendor, and (ii) the competence, suitability or availability of a Vendor.
- 5.3 The Marketplace is directed at Users in the United Kingdom. Unless expressly stated in the Content, Vendors will provide Legal Services in relation to and under the laws of England and Wales. We do not make any representation or warranty that the Marketplace is suitable for Users outside the United Kingdom or any jurisdiction other than England and Wales.
- 5.4 We are an introducer for the purposes of the SRA Code of Conduct for solicitors and BSB Handbook for barristers, however we do not receive any referral fee, introduction fee, commission or other interest (financial or otherwise) from Vendors in respect of the Marketplace.
- 5.5 We do not charge any fees to Users.

#### ***Marketplace Listings***

- 5.6 Vendors are solely responsible for the Listing Content.
- 5.7 The Listing Content is provided to us by Vendors and made available by us to Users in good faith, but it is provided for information only, should not be relied upon, and we have not taken steps to independently moderate it or verify it.
- 5.8 All prices, rates and fee estimates contained in the Listing Content are provided to us by the Vendors and are indicative rather than binding. Any such prices, rates and fee estimates are subject to any assumptions or qualifications contained in the Listing Content. The final amount payable by a User to a Vendor will be agreed between the User and the Vendor in separate Vendor Service Terms in accordance with clause 5.13.

#### ***Requests for Legal Services on the Marketplace***

- 5.9 In order to request Legal Services from a Vendor on the Marketplace, a User may be:

- 5.9.1 required to provide certain Matter Information to us; and/or
- 5.9.2 re-directed to the Vendor's own website in order to complete any request or transaction, whereby such third party website will be Third Party Information and the provisions of clause 9 shall apply.
- 5.10 The User shall provide Matter Information in accordance with the instructions set out on the Website or otherwise provided by us.
- 5.11 By providing Matter Information, the User agrees and instructs us to pass such Matter Information to the relevant Vendor.
- 5.12 The User is responsible for ensuring Matter Information is accurate and complete. When providing Matter Information, a User shall not:
  - 5.12.1 provide information that is inaccurate or misleading (including by omission);
  - 5.12.2 breach any obligations of confidentiality to which the User is subject or provide someone else's personal details (unless you have that person's full consent);
  - 5.12.3 breach the Acceptable Use provisions in clause 6 of these Terms; or
  - 5.12.4 act in breach of any law or regulation or any requirement of any legal or regulatory authority (including but not limited to the Data Protection Laws).

***Provision of Legal Services and advice by a Vendor***

- 5.13 In all cases, in order to obtain Legal Services from a Vendor, a User will be required to agree or accept Vendor Service Terms. The Vendor Service Terms are a separate agreement entered into independently between the User and the Vendor and we are not a party to the Vendor Service Terms. We are not responsible for assisting the User with any Vendor Service Terms and the User is solely responsible for any decision to accept any Vendor Service Terms.
- 5.14 Where a User is re-directed to a Vendor's website in order to complete a request for Legal Services in accordance with clause 5.9.2, the Vendor Service Terms may be included in the terms and conditions associated with such Vendor's website. A User is responsible for reviewing and understanding such terms and conditions before proceeding with any request or purchase of Legal Services and, for the avoidance of doubt, the provisions of clause 5.13 apply in respect of any terms and conditions a User is required to accept on a Vendor's website.

**6. ACCEPTABLE USE**

***General***

- 6.1 You agree not to:
  - 6.1.1 use the Website in any way that breaches these Terms or any applicable local, national or international law or regulation;
  - 6.1.2 do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Website or any equipment, network or software used in operating the Website;

- 6.1.3 copy or otherwise reproduce or re-sell any part of the Website and/or any part of the Content;
- 6.1.4 access the Website or the Content for the purpose of developing a product or service that competes with the Website;
- 6.1.5 use the Website to collect or harvest any Profile Content or to use such Profile Content in order to make available any unsolicited promotional materials;
- 6.1.6 copy the features, technology or user interface of the Website for any purpose;
- 6.1.7 gain, or attempt to gain, unauthorised access to, or disrupt the integrity or performance of, the Website or any of the Website's underlying software or source code;
- 6.1.8 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Website's underlying software or source code except where expressly permitted by law (to the extent such permission cannot be excluded by agreement between you and us);
- 6.1.9 use the Website and/or the Content in a way that infringes the copyright, trade marks or other intellectual property rights owned by or licensed to us; or
- 6.1.10 create any database of, or other store for, the Content (or any material part of it) that creates the ability for you or any third party to access the Content (or any material part of it) or has the effect of permitting offline or other access to the Content (or any material part of it) without requiring the use of the Website or other services provided by us.

#### ***User Generated Content***

- 6.2 If you supply or upload any User Generated Content to the Website, it must:
  - 6.2.1 be of a strictly professional nature;
  - 6.2.2 not be obscene, abusive, offensive or racist and it must not promote or propose hatred or physical harm against anyone;
  - 6.2.3 not harass or bully another person;
  - 6.2.4 be accurate, true and honest so far as you know;
  - 6.2.5 not be defamatory of anyone;
  - 6.2.6 not use the material or content of anyone else (unless you have all necessary permissions to do so and (if required by law) include an appropriate attribution) or infringe the rights (including the intellectual property rights) or privacy of anyone else;
  - 6.2.7 not contain someone else's personal details or confidential information relating to other people (unless you have that person's full consent); and
  - 6.2.8 not promote or condone terrorism, violence or illegal behaviour.

- 6.3 We reserve the right to moderate, edit, delete, refuse to accept, or refuse and cease to use any User Generated Content supplied by any person that we think contravenes the above rules.
- 6.4 In addition, we may from time to time provide interactive services on the Website that shall enable you to upload User Generated Content, including, without limitation:
- 6.4.1 comment facilities;
  - 6.4.2 chat rooms;
  - 6.4.3 bulletin boards;
  - 6.4.4 forums; and
  - 6.4.5 ratings and other feedback functionality,
- (together **Interactive Services**)
- 6.5 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.

### **Viruses**

- 6.6 We do not guarantee that the Website will be totally secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and we recommend that you use your own virus protection software.
- 6.7 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, any server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website 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 the Website will cease immediately.

## **7. DATA PROTECTION**

- 7.1 You acknowledge that you have read and understood our Privacy Policy. If you are a 'controller' (as such term is defined in the Data Protection Laws), the data processing terms annexed to these Terms shall apply to the relationship between us in respect of the Personal Data you supply to us.
- 7.2 You shall comply with Data Protection Laws in relation to any Personal Data that you supply to us in any User Generated Content or any Matter Information or otherwise in connection with your use of the Website, including the Personal Data of any other person.
- 7.3 You acknowledge and agree that we may (i) store User Generated Content or Matter Information on our servers, (ii) make User Generated Content available on the Website in



accordance with these Terms, and (iii) send Matter Information to Vendors in connection with any User Request, and that such Vendors will process such Matter Information in accordance with their own privacy policy or data protection policies as published on their websites or otherwise made available to you.

## **8. INTELLECTUAL PROPERTY**

- 8.1 We are the owner or licensee of all intellectual property rights in the Website and the Content, and the Juriosity name and mark. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 8.2 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms.
- 8.3 If you are a Consumer:
  - 8.3.1 you must not use the Website (or any part of it or the Content) for commercial purposes; however, you may download material from the Website solely for non-commercial, personal use by you; and
  - 8.3.2 no part of the Website, including, without limitation, the Content, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.
- 8.4 You grant us a non-exclusive, irrevocable, transferable, sub-licensable, perpetual, royalty-free, worldwide licence to copy, use, reproduce, distribute, display, publish, adapt, translate, prepare derivative works of and/or amend any User Generated Content in any format, including for any purpose in our products and services (and for the purposes of their promotion).
- 8.5 If you are a Business and you submit any Editorial Material, you:
  - 8.5.1 warrant that you have all necessary rights, permissions and consents to grant us the licence set out in clause 8.4 in respect of such Editorial Material; and
  - 8.5.2 grant us a non-exclusive, transferable, sub-licensable, perpetual, royalty-free, worldwide licence to use your name and likeness in order to identify you and/or the relevant author and/or any co-authors (as applicable) as the author(s) of such Editorial Material, including following the termination of your Account by you or us for any reason, provided that, for the avoidance of doubt, with effect from the termination or cancellation of your Account, we shall not be obliged to refer to any of the author(s) of any Editorial Material as the author of such Editorial Material and you hereby waive, and/or warrant that you have procured waivers from any authors and/or co-authors of, any and all moral rights and/or other rights of attribution in respect of such Editorial Material to the fullest extent permitted by law.

## **9. THIRD PARTY INFORMATION**

All Third Party Information is independent of the Website and is for information only. Third Party Information has not been reviewed by us and is not in any way approved or endorsed by us. We have no responsibility for the content, availability or your use, of Third Party Information, or

the maintenance or updating of any links thereto. We accept no liability or responsibility for any losses, expenses and/or liabilities whatsoever that may be incurred by you as a result of your use of or reliance on any Third Party Information, including content, products or services available on or through third party websites, pages or documents or any linking to the same.

## **10. CONFIDENTIALITY**

10.1 We agree to keep strictly confidential and not at any time disclose to any person any of your Confidential Information, and you agree to keep strictly confidential and not at any time disclose to any person any of our Confidential Information, except as permitted by clauses 10.2, 10.3 and any Vendor Agreement.

10.2 Either of us may disclose the other party's Confidential Information:

10.2.1 to its holding companies, employees, officers, representatives and advisors who need to know such information for the purposes of exercising its rights or the carrying out of its obligations in each case under or in connection with these Terms or any Vendor Agreement, provided that each of us shall procure that any persons to whom Confidential Information is disclosed in accordance with this clause 10.2.1 complies with this clause 10;

10.2.2 if such Confidential Information is in or enters the public domain other than as a result of breach of this clause 10; and

10.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where reasonably possible, notice shall be given to the other party of such required disclosure and the party making such disclosure shall use reasonable endeavours to procure and enforce confidentiality undertakings in its favour from the relevant third party.

10.3 We may disclose Confidential Information to: (a) a prospective purchaser of, or subscriber for, shares or other securities in Juriosity or any holding company of Juriosity, and (b) a prospective lender to Juriosity or any holding company of Juriosity, and (c) the professional advisers of any such prospective purchaser, subscriber, or lender.

10.4 Neither of us shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement or any Vendor Agreement.

## **11. YOUR BREACH OF THESE TERMS**

11.1 If you breach any of these Terms or the terms of any Vendor Agreement, we may immediately do any or all of the following (without limitation):

11.1.1 issue a warning to you;

11.1.2 temporarily or permanently remove any User Generated Content uploaded by you to the Website, or exercise any rights under clause 6.3 in respect of such User Generated Content;

- 11.1.3 temporarily or permanently suspend your Account or your access to the Vendor Services;
- 11.1.4 issue legal proceedings against you for reimbursement of all Losses and Expenses resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
- 11.1.5 take further legal action against you; and/or
- 11.1.6 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

## **12. CHANGES TO THESE TERMS**

- 12.1 We may make changes to these Terms from time to time (if, for example, there is a change in the law that necessitates that we change these Terms). Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you access and use the Website.
- 12.2 If you are a Consumer and you register or activate an Account, you agree that we may make changes to the Account Services and/or these Terms from time to time without obtaining your consent. If you have an Account we will notify you of such changes using the email address associated with your Account and you may terminate your Account at any time.
- 12.3 If you are a Business, you agree that we may make changes to the Account Services, Vendor Services and/or these Terms from time to time without obtaining your consent.

## **13. LIABILITY**

- 13.1 Nothing in these Terms excludes or limits either our or your liability for:
  - 13.1.1 death or personal injury caused by negligence;
  - 13.1.2 fraud or fraudulent misrepresentation; and
  - 13.1.3 any matter in respect of which it would be unlawful for us/you (as applicable) to exclude or restrict liability.
- 13.2 Subject to clause 13.1, we have no liability to you in respect of User Generated Content that is supplied or uploaded to the Website by you or any third party.
- 13.3 In consideration for us agreeing to provide the Marketplace, you agree that to the maximum extent permitted by law, we will not be liable to you for any Losses and Expenses arising out of or in connection with your use of the Marketplace. You acknowledge and agree that the complete exclusion of our liability set out in this clause 13.3 is reasonable and necessary because we are offering the Marketplace to a large number of Users and would not be able to do so on a sustainable commercial basis if we were to assume any liability whatsoever in respect of the Marketplace to such Users. In particular, we are not responsible for, nor shall we be liable to you in relation to:
  - 13.3.1 any decision to contact or instruct a Vendor;

- 13.3.2 any Vendor Service Terms;
  - 13.3.3 any Legal Services provided by a Vendor, and any Losses or Expenses suffered or incurred as a result of such Legal Services; and
  - 13.3.4 any Losses and Expenses suffered or incurred in connection with any matter upon which Legal Services are requested or purchased from a Vendor, including but not limited to legal costs and disbursements.
- 13.4 If you are a Consumer:
- 13.4.1 we shall not be liable to you in connection with any losses or damages you suffer in connection with your use of the Website unless we have failed to comply with our obligations under these Terms. In such cases, subject to clauses 13.1, 13.2 and 13.3, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed the Website;
  - 13.4.2 nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office; and
  - 13.4.3 we only supply the Website for domestic and private use. You agree not to use the Website, or any content on the Website, 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.
- 13.5 If you are a Business:
- 13.5.1 these Terms are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded by us to the maximum extent permitted by law;
  - 13.5.2 we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for: (i) any loss of profits, sales, business, or revenue; (ii) loss or corruption of data, information or software; (iii) loss of business opportunity; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect or consequential loss;
  - 13.5.3 subject to clauses 13.1, 13.2 and 13.3, our total liability to you in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100;
  - 13.5.4 you acknowledge that your sole remedy in respect of any breach of these Terms by us or any other act or omission by us in relation to these Terms and/or the Website, to the

exclusion of any and all other remedies (including, without limitation, any claim in tort), is a contractual claim for breach of these Terms; and

13.5.5 you shall indemnify us and keep us indemnified for any and all losses, expenses and liabilities resulting from all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our contractors, agents, employees or affiliates (each an **Indemnified Person**) which (a) arise out of your use of the Website or your breach of these Terms; or (b) are suffered or incurred as a result of any third party claim against such Indemnified Person arising from your actual or alleged misuse of the Website.

#### **14. FORCE MAJEURE**

We shall have no liability or responsibility under these Terms if we are prevented from or delayed in performing (in whole or in part) our obligations pursuant to these Terms as a result of a Force Majeure Event.

#### **15. COMPLAINTS**

15.1 Any complaints or disputes between a Vendor and a User must be raised and resolved directly between the Vendor or User as applicable, in accordance with the complaints procedure of the relevant Vendor. We are under no obligation to assist in resolving any such complaint or dispute, but may provide reasonable assistance to the Vendor or User at our discretion if we deem it appropriate or necessary in order to facilitate a resolution.

15.2 Any complaints about the Website should be directed to us at the contact details in clause 18.

#### **16. OTHER IMPORTANT INFORMATION**

16.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

16.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either party as the agent of the other, or authorise us to make or enter into commitments for or on behalf of the other.

16.4 If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

16.5 If you are a Business:

16.5.1 these Terms and our Privacy Policy (together with any Vendor Agreement) contain the entire agreement between you and us in relation to their subject matter and supersede

and extinguish all prior written or oral agreements and understandings pertaining to that subject matter. Both you and we acknowledge that in accepting these Terms each of you and us has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other in relation to the subject-matter of these Terms at any time before its coming into effect, other than those which are expressly set out in these Terms, our Privacy Policy and any Vendor Agreement, provided that nothing in this clause 16.5 shall exclude or restrict the liability of either you or us arising out of pre-contract fraudulent misrepresentation or fraudulent concealment;

16.5.2 any notices in relation to your access to the Vendor Services will be delivered in accordance with the terms of the Vendor Agreement;

16.5.3 save in respect of the Indemnified Persons referred to in clause 13.5.5, no person other than you or us may enforce any of the provisions of these Terms under the Contracts (Rights of Third Parties) Act 1999;

16.5.4 you may not assign, novate, transfer, sub-licence, declare a trust of, mortgage, charge or deal in any other manner with your rights and obligations under these Terms without our prior written consent; and

16.5.5 we may assign, novate, transfer any of our rights or obligations under these Terms to another legal entity by giving written notice to you, and may otherwise sub-licence, declare a trust of, mortgage, charge or deal in any other manner with our right and obligations under the Agreement without your prior written consent.

## **17. GOVERNING LAW AND JURISDICTION**

17.1 These Terms are governed by English law. This means that your access to and use of the Website, and any dispute or claim arising out of or in connection therewith will be governed by English law.

17.2 If you are a Consumer:

17.2.1 you can bring proceedings in respect of these Terms in the English courts. However, as a Consumer, if you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts; if you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts; and if you live in another European Union Member State you can bring legal proceedings in respect of these Terms in either the English courts or the courts of the Member State in which you live; and

17.2.2 you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 17.1, affects your rights as a Consumer to rely on such mandatory provisions of local law.

17.3 If you are a Business, any dispute arising out of or in connection with these Terms or the Website (whether contractual or noncontractual) will be referred to the exclusive jurisdiction of the English courts.

## **18. CONTACTING US**

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:

Address: Suite 2, 43 Bedford Street, London, UK, WC2E 9HA

Email address: [help@juriousity.com](mailto:help@juriousity.com)

Telephone: +44 (0)20 3912 0168

## ANNEX

### DATA PROCESSING TERMS

In order to comply with Article 28 of the UK GDPR, the provisions below form part of these Terms.

For the purposes of this Annex:

The terms '**controller**', '**data subject**', '**personal data**', '**processing**' and '**processor**' have the meanings given to them in the UK GDPR, Data Protection Act 2018 and other applicable national privacy legislation (**Data Protection Laws**). The provisions of this Annex apply where you are a 'controller' for the purposes of the UK GDPR (a **Relevant User**).

'**Applicable law**' means English law or any applicable law (as the context requires).

References to '**Articles**' are references to articles of the UK GDPR.

'**UK GDPR**' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of the UK.

#### 1. General

- 1.1 Juriosity and each Relevant User will comply with the Data Protection Laws in relation to the processing of personal data which has been supplied by the Relevant User to Juriosity in connection with the Website or using any functionality on the Website (**Supplied Personal Data**).
- 1.2 The Juriosity [Privacy Policy](#) sets out the subject-matter, nature, purpose and duration of the processing it undertakes, along with the types of personal data and categories of data subjects.

#### 2. Instructions

- 2.1 Juriosity will only process Supplied Personal Data on the documented instructions of the Relevant User unless required to do so by applicable law (in which case, Juriosity will before processing give the Relevant User notice of the requirement, unless Juriosity is prohibited from doing so by applicable law).
- 2.2 Juriosity and the Relevant User will take steps to ensure that any natural person acting under its authority does not process Supplied Personal Data except on the Relevant User's documented instructions (unless he or she is required to do so by applicable law).

#### 3. Confidentiality and security of processing

- 3.1 Juriosity will ensure persons authorised to process Supplied Personal Data are subject to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.2 In ensuring compliance with Article 32:
  - 3.2.1 Juriosity and the Relevant User will implement appropriate technical and organisational measures to ensure a level of security in relation to the Supplied Personal Data appropriate to the risk. Such measures will take into account (a) the state of the art and



costs of implementation, (b) the nature, scope, context and purpose of the processing, and (c) the risk of varying likelihood and severity for the rights and freedoms of natural persons; and

3.2.2 in assessing the appropriate level of security, Juriosity will take into account the risks that are presented by processing the Supplied Personal Data including the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed (a **Personal Data Breach**).

3.3 Where Juriosity acts as processor in relation to Supplied Personal Data, it will notify the Relevant User without undue delay of any Personal Data Breach affecting the Supplied Personal Data.

#### **4. Sub-processors and third country transfers**

4.1 The Relevant User generally authorises Juriosity to engage further processors (**Sub-Processors**) to process Supplied Personal Data.

4.2 The Relevant User generally authorises Juriosity to continue to use those Sub-Processors already engaged by Juriosity as at the date the Relevant User is granted access to the Website, subject to Juriosity as soon as practicable meeting the obligations set out in paragraph 4.4 of this Annex.

4.3 Juriosity will give prior notice to the Relevant User of the proposed addition of any Sub-Processors in advance of the change. If the Relevant User objects to the addition of one or more Sub-Processors, Juriosity may (at its sole discretion) (a) ensure that Supplied Personal Data is not processed by the new Sub-Processor(s), (b) select one or more alternative Sub-Processors acceptable to the Relevant User, or (c) cease providing access to the Website to the Relevant User.

4.4 Prior to any Sub-Processor processing Supplied Personal Data (or otherwise in accordance with clause 4.2), Juriosity will ensure that the arrangement between Juriosity and the Sub-Processor is governed by a written contract pursuant to which:

4.4.1 the Sub-Processor is subject to obligations equivalent to those set out in this Annex and which otherwise provide sufficient guarantees to implement appropriate technical and organisation measures in such a manner that the processing will meet the requirements of the UK GDPR; and

4.4.2 if the Sub-Processor fails to fulfil its data protection obligations, Juriosity remains fully liable to the Relevant User for the performance of the Sub-Processor's obligations.

4.5 Juriosity may transfer Supplied Personal Data outside the UK as permitted by Articles 44 to 49.

#### **5. Information and assistance**

5.1 Subject to paragraph 5.2 of this Annex, Juriosity will assist the Relevant User:

5.1.1 by appropriate technical and organisational measures (insofar as possible) to respond to requests in exercise of a data subject's rights set out in Articles 12 to 23 (as relevant);

- 5.1.2 following a written request by the Relevant User, in ensuring compliance with Relevant User's obligations in relation to the security of processing (Article 32), the notification of personal data breaches (Articles 33 and 34), data protection impact assessments (Article 35) and prior consultation (Article 36), in each case taking into account the nature of the processing of Supplied Personal Data and the information available to Juriosity; and
    - 5.1.3 following a written request by the Relevant User, by making available to the Relevant User all information necessary to demonstrate compliance with the obligations set out in this Annex in relation to Juriosity's processing of Supplied Personal Data, including allowing for and contributing to audits and inspections conducted by the Relevant User or a third party auditor.
  - 5.2 Juriosity will provide assistance pursuant to paragraph 5.1 of this Annex subject to both parties acting in good faith to agree the scope, method, timing and reasonable fees chargeable by Juriosity for such assistance and on the basis that the parties will work in good faith to minimise the disruption to Juriosity's business.
  - 5.3 Subject to paragraph 5.4 of this Annex, Juriosity will as soon as reasonably practicable delete all Supplied Personal Data (including copies) following cessation of provision of the Website unless applicable law requires retention of the Supplied Personal Data. This provision will not apply to any personal data in relation to which Juriosity is the controller.
  - 5.4 The Relevant User may by written notice to Juriosity require that Juriosity return a complete copy of all Supplied Personal Data to the Relevant User, following which Juriosity will delete all other copies of such Supplied Personal Data, unless applicable law requires retention of the Supplied Personal Data.
- 6. Supply of Personal Data**
- 6.1 The Relevant User confirms that any Supplied Personal Data provided to Juriosity has been collected and disclosed in accordance with the Data Protection Laws, and that the Relevant User and its partners, members, directors, employees and consultants will only provide Juriosity with Personal Data reasonably necessary for the purpose of providing the services available on the Website from time to time to the Relevant User.
  - 6.2 In respect of any Supplied Personal Data, the Relevant User will inform each relevant data subject that Juriosity will process his or her personal data in accordance with the [Privacy Policy](#) and that any use of the Website by the data subject is subject thereto.

**7. General**

Nothing in this Annex will relieve Juriosity of its own direct obligations and liabilities under the UK GDPR, whether as a processor or controller.