



## Contract between Model and Customer

1. **This is a contract.** This Contract comes into being each time a Customer buys Content from a Model via the Platform.
2. **Parties.** This contract (**Contract**) is between the Customer and the Model. JiggleJiggle is not a party to the Contract.
3. **Definitions.** In this Contract, some defined terms are used to make the Contract easier to read.

The following terms have the following meanings:

**Content:** any material made available for sale by the Model via the Platform, including live steamed content, videos, audio, images, text (e.g. captions, messages, comments and hashtags).

**Contract:** the terms of this contract between Model and Customer.

**Customer:** a user who has registered for an account to buy content via the Platform.

**JiggleJiggle:** Sugar and Spice Media Limited.

**Model:** a user who has registered for an account to sell content on the Platform.

**Payment:** a payment (including by using tokens) made by the Customer to a Model for Content.

**Platform:** JiggleJiggle.com.

**Include, including and includes** will be interpreted as meaning without limitation.

4. **When the Contract comes into force.** The following steps have to take place before a Contract for the sale of Content is made between a Model and a Customer:
  - a. after signing into its account, the Customer places the Content they want to buy in their basket. The cost of the Content (in tokens, and the equivalent in the Customer's local currency) will be shown on the check-out page;
  - b. the check-out process will give the Customer the opportunity to review and if necessary, to correct any errors in their order;
  - c. once the Customer is ready to place its order, the Customer will be asked to click to confirm that they accept the terms of this Contract. If the Customer

does not wish to be bound by this Contract, they should not place any orders for Content. The Customer will also be asked to click to confirm that they consent to immediate performance of the Contract and that they will lose their right to cancel the Contract once the download or streaming of Content has begun;

- d. when the Customer clicks on 'Buy Now', they will be submitting their order details, payment for the Content will be deducted from the Customer's account and they will see an on-screen acknowledgement that their order has been placed;
  - e. the Customer will also receive an e-mail confirmation of the order the Customer has placed with the Model. However, please note that this does not mean that the Customer's order has been accepted by the Model. Acceptance of the Customer's order by the Model selling the Content will take place as described in paragraph f. below;
  - f. the Model accepts a Customer's order and a Contract is formed between the Model and the Customer, when the Content is made available by the Model to the Customer. A record of the orders placed by the Customer via the Platform, can be viewed in the Customer's account.
5. **Pricing and payment.** The Customer agrees to pay the Model the fees (charged in tokens) for the Content and authorises JiggleJiggle to use the tokens from the Customer's account to pay those fees. The price for the Content is inclusive of applicable VAT or other sales taxes.
6. **Delivery.** The Customer will obtain access to the Content within the timeline specified by the Model in the listing for the Content, but no longer than 14 days from the date the email confirming the order has been accepted.

7. **What a Customer is buying and what not.**

- a. The Customer is buying the right to personally view the Content online via their account on the Platform. The Customer is not permitted to use the Content in any other way. So, for example, the Customer is not permitted to download or record the Content or make it available outside of their account on the Platform, nor can the Customer give their rights to view the Content to anyone else.
- b. The Customer's right to view the Content expires automatically, without the Model or JiggleJiggle having to give the Customer any notice if:
  - i. the Customer's purchase of tokens was unsuccessful, charged back or reversed by any means;
  - ii. the Customer deletes the Content or their account on the Platform;
  - iii. the Customer breaches the terms of Our Agreement with You, or this Contract;
  - iv. JiggleJiggle suspends the Customer's account or terminates Our

Agreement with You; or

v. the Model removes the Content from the Platform.

8. **Removal of Content:** The Customer accepts that JiggleJiggle may remove any Content from the Platform at any time.
9. **No right for Customer to change their mind and cancel:**
  - a. Customers in the UK, in the EU, or in some other countries, often have a legal right to change their mind and cancel a purchase during a cooling off period of 14 days from the date of their online purchase. However, this right does not apply to purchases of Content, because where a Customer buys access to digital content, they lose this right of cancellation, as soon as they access the digital content.
  - b. Note that this loss of right to cancel, does not affect any statutory right to a refund which a Customer may have under UK, EU or any other country's law which gives consumers particular rights in respect of their purchases.
2. **Obligations between the Customer and the Model in connection with any purchase of Content:**
  - a. the Customer and the Model agree to comply at all times with Our Agreement with You;
  - b. the Model is solely responsible for creating and publishing the Content;
  - c. the Model promises that it possesses all necessary rights to grant the Customer the right to use the Content as described in paragraph 7 above;
  - d. the Customer agrees to pay for the Content it orders;
  - e. the Model agrees to provide the Content to the Customer once the Customer has made the payment;
  - f. the Customer acknowledges that third parties may assist Models in operating their accounts and JiggleJiggle may help the Model to make the Content available to the Customer;
  - g. the Customer agrees not to initiate a chargeback unless disputing the sale of the Content in good faith; and
  - h. the Customer assumes all risk of accessing the Content unless the Model is negligent or breaches this Contract.
3. **No guarantees:** The Customer acknowledges that circumstances may prevent access to the Content, including if the availability of all or any part of the Platform is suspended or inaccessible.
4. **Other important terms:**
  - a. **Delays outside Model's control.** The Model is not responsible for delays outside their control, such as a failure in utility services. The Model will contact the Customer as soon as possible to let the Customer know and do what they can to reduce the delay. As long as the Model does this, they will not compensate the Customer for the

delay, but if the delay is likely to be substantial, the Customer can contact the Model to end this Contract and receive a refund for any Content that they have received payment for, but the Customer has not received.

- b. **Ending of Contract.** The Model can end the Contract with the Customer for the Content by giving them written notice, if the Customer does not, within a reasonable time of the Model asking for it, provide the Model with information that the Model needs to provide the Content.
  - c. **No compensation for all losses caused by Content**
    - i. The Model is not responsible for losses the Customer suffers, caused by the Model breaking this Contract, if the loss is:
      - 1. **Unexpected.** It was not obvious that it would happen and nothing the Customer said to the Model before they accepted the order means the Model should have expected it (so, in law, the loss was unforeseeable);
      - 2. **Caused by a delay outside the Model's control.** As long as the Model has taken the steps set out in [Delays outside the Model's control](#); or
      - 3. **Avoidable.** A loss the Customer could have avoided by taking reasonable action. For example, damage to the Customer's own content or device which was caused by Content the Model supplied and which the Customer could have avoided by following the Model or JiggleJiggle's instructions or having the minimum system requirements advised by them.
  - d. **Severable terms.** If any term of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, or is prohibited by law, the remaining provisions of this Contract will remain in force, and the remainder of this Contract will be valid and binding as though such invalid, unenforceable, or prohibited provision were not included.
5. **Resolving disputes.** If a dispute arises, the Customer and the Model will communicate via the platform in connection with that dispute and use all reasonable efforts to resolve it.
6. **Applicable law and courts:**
- a. To the greatest extent permitted by the laws of the place where the Customer lives, this Contract is governed by the laws of England and Wales, which will apply to any claim that arises out of or relates to this Contract. The Customer will also be able to rely on mandatory rules of the law of the country where they live.
  - b. If the Customer is resident in the UK or the EU, they may bring a claim under this Contract in the courts of England and Wales or the country where the Customer lives. A Customer living anywhere else, must bring a claim in the courts of England and Wales.