



## Our Agreement With You

Hello and thank you for visiting JiggleJiggle.com.

When you use our platform (including when you access it, or sell or buy content through it), you are agreeing to enter into a contract with us that is made up of: (i) our [General Terms](#); (i) our [Privacy Notice](#) (ii) our [Cookie Policy](#), (iii) our [Policies](#); and depending on how you use the platform (iv) our [Customer Terms](#), if you are buying content from the platform; and (v) our [Model Terms](#), if you are publishing content to sell on the platform.

It's important therefore that you read them to understand your rights as well as your

responsibilities.

To make this agreement quicker to read, we use a few definitions. They appear in **bold**. You can see their specific meanings by clicking on them. For a full list of such terms, see clause 30 ([Defined terms](#)).

This agreement is set out in a layered format – so you can click below, directly to the terms you are interested in.

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## 1. Who we are

We are Sugar and Spice Media Limited trading as JiggleJiggle, a limited company (registration number 15167831) registered in England and Wales. Our registered office address is at 124 City Road, London, United Kingdom, EC1V 2NX. For information on the best way to contact us, see [Contact Us](#).

## 2. Your use of this platform

- 2.1. By using JiggleJiggle, you are agreeing to accept [Our Agreement With You](#). If you do not want to be bound by this agreement, you must not access or use JiggleJiggle.
- 2.2. We recommend that you print or save a copy of [Our Agreement With You](#) for future reference.

## 3. No minors

- 3.1. JiggleJiggle is for adults only. You must be over 18 and over the age of majority in the country in which you live, to access and use this platform and view the content made available through it. If you do not meet this requirement, please leave the platform now.
- 3.2. If you are a parent, you should take steps to prevent a minor from accessing JiggleJiggle and the adult content available on it. There are commercially available parental control protections (such as computer hardware, software or filtering services) that may help to limit such access. Some examples of these protections are [Google's Family Link](#), [Microsoft's Family Safety](#) and [Norton's Family](#) products.

We don't endorse or recommend these products. You should research what products will work best for you.

## 4. What we do and what we don't do

- 4.1. We provide a marketplace for content creators (or **models** as we call them) to sell, and **customers** to buy, original adult entertainment content in line with [Our Agreement With You](#). That content includes explicit real and simulated sexual activity, themes and descriptions in all formats, including audio and video.
- 4.2. We don't produce or sell the content made available on our platform. **Models** do that. So if you buy content, you are buying it direct from a **model** on the terms of the [Contract between Model and Customer](#).

## 5. Other terms that may apply to you

- 5.1. Our [Model Terms](#) apply, in addition to these [General Terms](#) if you want to publish and sell content on our platform.
- 5.2. Our [Customer Terms](#) apply, in addition to these [General Terms](#), if you want to buy content from our platform.
- 5.3. The following policies also apply to you, as relevant, depending on what sort of user of the platform you are:
  - **Acceptable Use Policy.** This sets out what you can and can't do when communicating with other users via the platform and explains the rules about content e.g. the type of content you can't sell on our platform.
  - **How we treat our models Policy.** This sets out how we use other sales channels and affiliates to market **your content** and what access we give you to data generated through the use of JiggleJiggle.
  - **Complaints Policy.** This sets out the procedure we follow when dealing with certain complaints.

## 6. Changes to Our Agreement With You

- 6.1. We'll let you know via email about any changes we're making to [Our Agreement With You](#), unless they're just editorial changes which don't alter content of the terms or their meaning.
- 6.2. Normally, we'll give you at least 15 days' advance notice before such changes take effect. However:
  - 6.2.1. we'll give you more notice if a change we're making impacts on the way you do things, either technically or commercially; and
  - 6.2.2. we won't give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect JiggleJiggle, our

suppliers or our users from fraud, malware, spam, data breaches or other cybersecurity risks.

- 6.3. If you continue to use JiggleJiggle after that time has expired, it means that you accept those changes. If you want to terminate [Our Agreement With You](#) as a result of a change, please see [How you can end Our Agreement With You](#).
- 6.4. Every time you want to use JiggleJiggle, you should check [Our Agreement With You](#) to ensure you understand the terms which will apply at that time.
- 6.5. This version of [Our Agreement With You](#) was most recently updated on the date of posting that appears right at the end of these terms.

## 7. Changes to our platform

- 7.1. We may make changes to JiggleJiggle at any time, including suspending or withdrawing all or any part of it, or the content made available through it.
- 7.2. We don't guarantee that the same content will always be available, or that it is available without interruption or is error-free.

## 8. Eligibility to use the platform

- 8.1. You are allowed to access and use this platform if you are:
  - 8.1.1. 18 or over or have reached the age of majority in the country in which you live;
  - 8.1.2. able to enter into a legally binding contract; and
  - 8.1.3. otherwise not prohibited in the country in which you live to access and use this platform.
- 8.2. The platform is free to use, but if you want to publish or buy content on JiggleJiggle, you must register with us and [Open an account](#). Such activities will be subject to additional terms and conditions – see [Other Terms that may apply to you](#).
- 8.3. You are not allowed to use this platform if you have been temporarily or permanently suspended from using it or where we have terminated [Our Agreement With You](#).

## 9. Opening an account

- 9.1. If you want to publish and sell or buy content on the platform, you will need to register with us and open an account. The process for opening an account with us is different, depending on whether you are a **model** or a **customer**.
- 9.2. Please see our [Model Terms](#) for information on how to apply for a **model** account and [Our Customer Terms](#), for information on how to open a **customer** account.
- 9.3. You agree that you will be solely responsible for all activity that occurs under your account. When you've finished using your account, make sure to log off to prevent anyone else from using your account. This is particularly important where other people may use the same device as you (e.g. in your house or in a library) as you will be deemed to be the person using your account.

## 10. Your promises to us when you open an account

- 10.1. You **promise** us that:
  - 10.1.1. you are eligible to access and use the platform and will remain eligible during the period you use JiggleJiggle;
  - 10.1.2. the information you provide to us in connection with your application to open an account on JiggleJiggle is complete and accurate and you'll promptly notify us of any changes to it and, you will keep any profile you create up to date and accurate; and
  - 10.1.3. any documents you submit to us to support your application or in response to any request from us at any time are either genuine documents or true copies of genuine documents.

## 11. Our rights to verify the information you give us

We may at any time require you to promptly provide us with reasonable evidence that any information you've given us is true and up to date and that such information and your behaviour complies with [Our Agreement With You](#). That information includes information in connection with your application to become a **customer**, and if you are a **model**, in your application to become a **model**, in your profile and in the listings for **your content**. We can suspend or restrict individual listings until you've supplied this evidence and end

[Our Agreement With You](#) if you don't comply with this requirement. See [How we can suspend or end Our Agreement With You](#).

## 12. No text or data mining or web scraping

12.1. Except to the extent permitted by law, you must not carry out or facilitate any text or data mining or web scraping in relation to our platform or any content made available via it. This includes using or trying to use:

12.1.1. any 'robot,' 'spider,' 'scraper' or other automated device, programme, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our platform or any data, content, information or services accessed via our platform; or

12.1.2. any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, tune or validate AI systems or **models**, which includes but is not limited to patterns, trends and correlations.

12.2. You must also not use our platform, or any content published via it for the purposes of developing, training, fine-tuning or validating any AI system or **model** or for any other purposes not explicitly set out in our Acceptable Use Policy.

12.3. We reserve all the above rights.

## 13. Content on the platform

13.1. As a user of the platform, you may be able to access a limited amount of freely available content, but the majority of content on the platform is content published by **models**.

13.2. You accept that you may be exposed to content that is offensive, indecent, unlawful, inaccurate or otherwise objectionable to you.

13.3. You accept that we may moderate content, however, we are not responsible for content published by **models** or other users on the platform. We provide the



platform only. We are not a party to the [Contract between Model and Customer](#). You access it and view it at your own risk.

- 13.4. For further details see [Your Content](#) and [What we're not responsible for](#).
- 13.5. You waive any rights or remedies you may have against us in connection with any such content or your exposure to or reliance on it.
- 13.6. If you would like to make a complaint because you think content on our platform breaches our Acceptable Use Policy, or does not comply with applicable law, then please follow our Complaints Policy.

## 14. Your Content

### Your promises about your content

- 14.1. You confirm that:
  - 14.1.1. you own all intellectual property rights in the content you publish to the platform or otherwise have the right to make the content available to JiggleJiggle on the basis set out in [Rights you are giving us to use your content](#);
  - 14.1.2. no one else appears in **your content**, except for you and any other **model** registered with JiggleJiggle that has agreed with you for that content to be published on JiggleJiggle;
  - 14.1.3. **your content** is not confidential; and
  - 14.1.4. if you are a **model**, you will also comply with the [Model Terms](#) and Acceptable Use Policy in respect of **your content** published to JiggleJiggle.
- 14.2. You will reimburse us for any losses that we suffer, if any of your **promises** above are untrue.

### When you upload content to the platform

- 14.3. We have the right to remove any of **your content** if in our opinion it does not comply with [Our Agreement With You](#), including our Acceptable Use Policy.
- 14.4. You agree that we may disclose your identity to anyone who is claiming that **your content** breaches their intellectual property rights, privacy or other rights.
- 14.5. You agree that we may record all live streams and all messages (including chatroom and private direct messages) between **models** and users. We may review these in the event of a dispute between a **model** and a user or a user and us and to ensure compliance with [Our Agreement With You](#).
- 14.6. You accept that we are not responsible for **your content** and do not have any responsibility to you to monitor content made available on JiggleJiggle, or to police

infringements of your intellectual property rights in **your content** or breach of any other of your rights.

- 14.7. We are entitled (but not obliged) to add watermarks and text to **your content**.
- 14.8. Where permitted by law that applies to you, you waive any moral rights you have in **your content**, including the right to object to derogatory treatment of **your content**.
- 14.9. You accept that (except where explicitly stated) content shared on the platform is not private or confidential and has the potential to be viewed by other users. Other users may be able to identify you from the content you have posted, your profile or your listing.
- 14.10. Private communications and private sharing of content between individual users on the platform will not be made public and will remain confidential between those users, and us as the provider of the platform.
- 14.11. You are solely responsible for securing and backing-up **your content**.

### **Rights you are giving us to use your content**

- 14.12. When you upload, stream or post **your content** to or via our platform, you are granting us a perpetual, non-exclusive, worldwide, free, right to use **your content** to perform any act related to the operation of JiggleJiggle, including to host, store, use, translate, adapt, reproduce, distribute, display and communicate **your content** to users of the platform and to improve the features and functionality and services of JiggleJiggle. This includes the right to create extracts from **your content** to promote **your content** publicly in all media and formats, including outside of the platform.
- 14.13. We will be entitled to sublicense and **transfer** the above rights to others. This means that we will be able to sub-licence the rights you have given us to others to help us provide the services we provide through JiggleJiggle and that if we sell our company, we can **transfer** those rights to the buyer of our company.

## **15. Our Content**

- 15.1. Other than content that is posted by users (including **models**), all of the content that is on the platform, including but not limited to text, images, brand names and logos is owned by us or our licensors and is protected by UK and international copyright and other intellectual property laws.
- 15.2. We make the platform and our content available through the platform for your personal, non-commercial use only. You may view the platform's pages and our content online and may, where necessary, print individual pages of the platform on paper (but not photocopy them) and store such pages in electronic form on your computer for your personal non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or

distribute or use any of our content on the platform, other than as expressly permitted under [Our Agreement With You](#) without our prior written consent.

15.3. To be clear, you are not in any circumstances permitted to:

15.3.1. make commercial use of any of our content;

15.3.2. edit any of our content; or

15.3.3. remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to, or are contained within, our content.

15.4. The trademarks appearing on JiggleJiggle are owned by us or our licensors. No permission is given in respect of the use of any of these marks or brands, and any such use may constitute an infringement of the holder's rights.

15.5. For information on how you may use content you buy from **models** through the platform, please see [Our Customer Terms](#).

## 16. Your use of the JiggleJiggle community

16.1. Whenever you make use of a feature that allows you to contact other users of our platform, post comments or otherwise upload content, you must comply with the standards set out in our [Acceptable Use Policy](#).

16.2. We do not routinely monitor the use of communications posted to our platform. We have the right to moderate or review those communications however to verify compliance with [Our Agreement With You](#) and applicable law and to remove any content that does not so comply.

16.3. If you spot any abuse, inappropriate behaviour or content that breaches our [Acceptable Use Policy](#), please contact us as soon as you can at [admin@jigglejiggle.com](mailto:admin@jigglejiggle.com) or by clicking on the Report Abuse button on the relevant

page, so that we can review the relevant posting(s) or content and take any action necessary.

## 17. Security of our systems

- 17.1. You agree to use all reasonable security practices to prevent unauthorised access or damage to **our systems**. These practices include but are not limited to:
  - 17.1.1. making sure any devices you use to access **our systems** have up to date anti-virus protection and not introducing any viruses into **our systems**.
  - 17.1.2. ensuring that any log-in details and passwords you have for **our systems**;
    - 17.1.2.1. are only used by you;
    - 17.1.2.2. are not shared with others; and
    - 17.1.2.3. are changed as and when prompted by **our systems**; and
  - 17.1.3. telling us immediately if your log-in details or passwords are being or may be used in an unauthorised way or that the security of **our systems** has been compromised in any other way.
  - 17.1.4. Except as permitted by any applicable law which you and we can't exclude by law, you mustn't:
    - 17.1.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of **our systems** in any form or media or by any means;
    - 17.1.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of **our systems**;
    - 17.1.4.3. access all or any part of **our systems** to build a service or content which competes with **our systems** or service;
    - 17.1.4.4. use **our systems** to provide services to third parties to allow or assist a third party to access **our systems**; or
    - 17.1.4.5. create multiple accounts to evade punishment or avoid restrictions.

## 18. Your promises to us

- 18.1. Where you use our platform, you **promise**:
  - 18.1.1. to use the platform in accordance with its functionality only; and
  - 18.1.2. to comply in full with [Our Agreement With You](#), including our [Model Terms](#), our [Customer Terms](#) and our [Policies](#) (to the extent they apply to you).

## 19. How we try to keep you safe

### How we protect you from illegal content

- 19.1. This clause 19 only applies if you are a **consumer** living in the UK or the EU. It sets out what we do to protect you from illegal content. It also explains what technology we use to help us.
- 19.2. We only permit content that **models** appear in, not any other individuals. However, if any child sexual exploitation and abuse content is posted to the platform, we will minimise the length of time for which it is present on our platform by restricting profiles where such content is visible or limiting functionality on the platform. If necessary the platform will be taken offline until the issue is resolved. We will swiftly take down child sexual exploitation and abuse content when we find out about it.
- 19.3. We will minimise the length of time for which other content that amounts to an offence is present on our platform by blocking or deleting profiles which have inappropriate content available. If necessary we will take the platform offline until the issue is resolved. This includes content relating to assisting suicide, threats to kill, public order offences, harassment, stalking and fear or provocation of violence, drugs and psychoactive substances, firearms and other weapons, human trafficking, sexual exploitation, sexual images that constitute an offence, proceeds of crime, fraud, and offences relating to being involved in committing any of these offences. We will swiftly take down such content when we find out about it.

### What content and behaviours you should report

- 19.4. You can report or complain about the following content and behaviours:
- 19.4.1. content you consider to be illegal;
  - 19.4.2. when you think we are not dealing with illegal content or activity as we should;
  - 19.4.3. where you think our content reporting systems and processes do not easily let users report content they believe to be illegal;
  - 19.4.4. when you think we have insufficiently considered the importance of protecting users' rights to freedom of expression or privacy;
  - 19.4.5. where **your content** has been taken down on the basis that it is illegal;
  - 19.4.6. where we have given you a warning, suspended, banned or restricted you in any way as a result of **your content** which we consider to be illegal content;
  - 19.4.7. technology we use that results in **your content** being taken down, access-restricted or deprioritised and where you think the technology has been used in a way not set out in [Our Agreement With You](#); and

19.4.8. any content you have grounds to believe infringes your intellectual property rights.

### How to complain or report content

19.5. You can complain to us by contacting us at [admin@jigglejiggle.com](mailto:admin@jigglejiggle.com)

### How we will deal with your complaint or reported content

19.6. Please see our Complaints Policy to understand our complaints process.

## 20. How we can suspend or end Our Agreement With You

20.1. We can suspend or end [Our Agreement With You](#) and your rights to use JiggleJiggle for any of the following reasons:

20.1.1. you've not complied with or we have reason to believe you will not comply with [Our Agreement With You](#) (including any of our [Policies](#)) and your non-compliance is more than trivial or is repeated;

20.1.2. you've not complied with any applicable laws;

20.1.3. we reasonably consider that continuing to provide services to you could expose us to reputational harm or scandal or reflect unfavourably on us or our suppliers' or **models**' reputation;

20.1.4. you've become **insolvent** or your financial position deteriorates to such an extent that we think your ability to fulfil your obligations under [Our Agreement With You](#) is at risk;

20.1.5. we decide to stop providing the platform or to stop selling a particular type of content that you make available on the platform;

20.1.6. if you are a **model**, we reasonably determine or receive information or notice from the relevant tax authority that you are not meeting your tax obligations;

20.1.7. any other reasons set out in our [Model Terms](#) with you;

20.1.8. any other reasons set out in our [Customer Terms](#) with you;

20.1.9. there is no activity on your account after a reasonable time; or

20.1.10. if you are a user and you start legal proceedings against us, to allow us minimise the risk of potential harm to the platform, to us, and to our community.

20.2. We'll give you at least 30 days' notice that we are ending [Our Agreement with You](#), unless:

20.2.1. our legal, tax or regulatory obligations require us to end [Our Agreement With You](#) without such notice;

20.2.2. it's imperative for us to end [Our Agreement With You](#) either immediately or on shorter notice. For example, we may end it with immediate effect if we reasonably suspect you of fraud, of using JiggleJiggle to spam others, if you become **insolvent** or if we discover that **your content** infringes someone else's intellectual property rights or other rights;

20.2.3. you've repeatedly broken [Our Agreement With You](#); or

20.2.4. for other reasons set out in our [Model Terms](#) or our [Customer Terms](#).

20.3. If we end [Our Agreement with You](#) we reserve the right to delete your account and any of **your content** associated with your account. In that case, we reserve the right to keep account registration and purchase history details for security and record keeping purposes. Please see our Privacy Notice to understand how we treat that data.

## 21. How you can end Our Agreement With You

21.1. You can stop using JiggleJiggle at any time. [Our Agreement With You](#) will end when you notify us and stop using JiggleJiggle, or if you have an account with us, when you delete your account. See [How you can delete your account](#).

## 22. How you can delete your account

### Deleting a model account

22.1. You can delete your **model** account at any time as long as you do not have any outstanding orders and have withdrawn all monies owed to you. If you delete your account, you will not be able to recover and view any content (including co-

created content) associated with it, once deleted, so please make sure to download **your content** before you close your **model** account.

22.2. We will activate deletion of your account within a reasonable time.

### Deleting a customer account

22.3. You can delete your **customer** account at any time. Once done, you will not be able to recover and view any content that you bought through it.

22.4. We will activate deletion of your account within a reasonable time.

## 23. When are we liable to you for loss or damage suffered by you?

23.1. Our liability to you will be different depending on whether you use JiggleJiggle as:

23.1.1. a **consumer** or a **business user** and

23.1.2. if you are a **consumer**, in which country you live.

23.2. See clauses 24 to 26 below to understand more about what we are not liable for.

23.3. When we talk about liability we mean every kind of liability arising under or in connection with [Our Agreement With You](#) including but not limited to liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.

## 24. What we are not liable to you for

24.1. We provide the platform with reasonable skill and care, but we are not liable for any of the following:

24.1.1. you are aware that much of the content posted on JiggleJiggle contains adult material, and you agree to take this into account when deciding where to access and view that content. We will not be liable to you if you suffer any loss or damage as a result of you accessing or viewing content containing adult material in a way which places you in breach of any contract you have with a third party (for example, your contract of employment) or that breaches any applicable law;

24.1.2. if you sell or buy content made available on the platform, you have entered into a separate contract with the **model** or the **customer** (as appropriate) for the sale and purchase of that content on the terms of the [Contract between Model and](#)



Customer. If that contract is broken by either the **model** or the **customer**, that is a matter between the **model** and the **customer**; not us;

- 24.1.3. we are not responsible for verifying the ownership of any content posted or uploaded onto the platform;
- 24.1.4. we don't make any **promises** about the truth, accuracy, integrity, quality or completeness of the information or other content or postings that appear on our platform and you should not rely on them being accurate, truthful or complete;
- 24.1.5. we don't authorise or select the content, nor are we obliged to review or moderate it. We're not obliged for example, to check that the content uploaded to the platform conforms to [Our Agreement With You](#);;
- 24.1.6. any content you post will very likely be seen by other users and they may recognise you. You understand the potential for that to happen and we are not responsible to you, if you are in fact identified from **your content** or content that you have contributed to;
- 24.1.7. where you choose to interact with another user via the platform, including via any live streaming, you do so at your own risk;
- 24.1.8. we are not responsible for any communications or interactions you have off-platform and strongly advise you not to have such communications or interactions;
- 24.1.9. we do not endorse or approve any views expressed by **models** or other users of the platform. Views contained in any comments, messaging, information or other content posted to the platform are the opinion of the person posting only and in no way reflects our opinions or attitudes, nor does it constitute any form of recommendation, representation, endorsement or arrangement by us. To be clear, each user acts on his/her own behalf at all times and does not act as our representative or agent in any way;
- 24.1.10. we do not **promise** that your access to the platform or the content made available through it, will be uninterrupted or error free;
- 24.1.11. whilst we prohibit the downloading and recording of any content by users, if you post content to the platform as a **model**, you understand that we have no control over what other users do with that content or how they may use

[your content](#) after you have published it to the platform. It is your responsibility to take any action you consider necessary against a user;

24.1.12. we are not responsible for the availability of the internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of our platform;

24.1.13. we take reasonable steps to protect against, but we do not **promise** that the platform will be free from bugs and viruses; and

24.1.14. our [Model Terms](#) and our [Customer Terms](#) sets out other things we are not responsible for.

## 25. Our responsibilities that are not limited or excluded

25.1. Whether you are a **consumer** or **business user**, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes:

25.1.1. for death or personal injury caused by our negligence;

25.1.2. for fraud or fraudulent misrepresentation; and

25.1.3. in respect of any statutory rights you have under the laws of the country in which you live, which cannot be limited or excluded under those local laws.

## 26. Types of loss you and we exclude liability for

26.1. If you use JiggleJiggle as a **business user** (which you do if you are a model), you agree that we, our employees, owners, representatives and agents:

26.1.1. exclude (to the extent permitted by law) all implied conditions, warranties, representations, or other terms that may apply to JiggleJiggle or any content on it. This means that if [Our Agreement With You](#) does not expressly include a **promise** to you or a commitment by us, then one cannot be implied by law;

26.1.2. won't be liable to you, even if the loss or damage was foreseeable, arising out of or in connection with:

26.1.2.1. use or your inability to use JiggleJiggle, including inability to use its features or functionality;

26.1.2.2. your access or use of content stored or made available on JiggleJiggle;

26.1.2.3. a distributed denial-of-service attack, virus, malware, ransomware, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material in

connection with your use of JiggleJiggle (including any content made available via it) or on any website linked to it;

26.1.2.4. **your content** being copied, recorded, downloaded, distributed or reposted elsewhere or if your copyright is infringed by another user or any third party;

26.1.2.5. any disclosure of your identity, or any disclosure or publication of your personal information by other users or third parties without your consent, other than where that has come about as a result of us breaching our data protection obligations to you;

26.1.2.6. any failure or delay by us in complying with any part of [Our Agreement With You](#) arising from events outside our reasonable control. If there is any failure or delay by us in complying with any part of [Our Agreement With You](#) arising from an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay; and

26.1.2.7. any (i) loss of profits, sales, business, or revenue; (ii) loss arising out of business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any special, indirect or consequential loss or damage.

26.2. If you use JiggleJiggle as a **business user**, our total liability to you for any and all claims arising out of or related to [Our Agreement with You](#) or in connection with use of the platform, is limited to the higher of 100% of the total fees paid by you to us in connection with your use of the platform; or GBP (£)1,000.

26.3. [If you use JiggleJiggle as a consumer](#), you agree that:

26.3.1. we only provide our platform for your domestic and private use. You agree not to use our platform 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;

26.3.2. if you are a **consumer** living in the UK, EU, or any other country in which we cannot lawfully limit our liability to you, we are not responsible to you for any loss or damage suffered by you that is not a foreseeable result of our breaching [Our Agreement With You](#) or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to [Our Agreement With You](#), both we and you knew it might happen; and

26.3.3. if you are a **consumer** living in the United States of America or in any other country where we can lawfully limit our liability to you, our total liability to you per claim or series of connected claims arising out of or related to [Our Agreement with You](#) or arising out of your use of our platform will be limited to

the higher of 100% of the total fees paid by you to buy content on the platform in the 12 months prior to the event that gives rise to the claim or GBP(£)150.

## 27. Platform availability

- 27.1. We aim to make the platform available to users on a 24/7 basis. We reserve the right to take some or all of **our systems** offline as reasonably required for routine and emergency maintenance or repairs. We'll give you as much notice of such downtime as is reasonably possible. All communications using the internet may be affected by events outside our reasonable control (see [Impact of events beyond your or our reasonable control \(force majeure\)](#)).

## 28. Linking

- 28.1. JiggleJiggle may include links to third-party websites. We don't check these nor do we have any control over them, and so we are not responsible for them, their content or availability or anything that happens as a result of your use of them. If you decide to access any of these third-party websites, you do so entirely at your own risk.
- 28.2. Be aware that if you use a linked site, any personal information you give them will be dealt with in line with their privacy notice, not ours, so please ensure that you read their terms and conditions and privacy notice before you use their websites and provide any **personal data**.
- 28.3. You may only link to JiggleJiggle provided that:
- 28.3.1. the homepage is not loaded into frames on your website, unless we expressly agree;
  - 28.3.2. your site or service does not misrepresent its relationship with us or present false information about us or otherwise harm our business or conflict with our interests or values; and
  - 28.3.3. we can withdraw linking permission any time without prior notice.

## 29. Other important terms

### Law that governs Our Agreement With You

- 29.1. If you are a **consumer**, [Our Agreement With You](#) and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter is governed, to the greatest extent permitted by the laws where

you live, by English law. You will also be able to rely on mandatory rules of the country that you live in.

- 29.2. If you are a **business user**, [Our Agreement With You](#) and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, is governed by English law.

### The courts in which any claim must be brought

- 29.3. If you are a **consumer** living in the UK or the EU, any claim which you have or which we have arising out of or in connection with [Our Agreement With You](#) or your use of JiggleJiggle (including, in both cases, non-contractual disputes or claims) may be brought in the courts of England and Wales or the courts of the country where you live.

- 29.4. If you are a **consumer** resident outside the UK or the EU, any claim which you have or which we have arising out of or in connection with [Our Agreement With You](#) or your use of JiggleJiggle (including, in both cases, non-contractual disputes or claims) must be brought in the courts of England and Wales.

- 29.5. If you are a **business user** you and we agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) which you have or which we have arising out of or in connection with [Our Agreement With You](#) (including its subject matter or formation) or your use of JiggleJiggle.

### Impact of events beyond your or our reasonable control (force majeure)

- 29.6. Neither you nor we (the affected party) will be in breach of [Our Agreement With You](#) or otherwise liable for any failure or delay in performing their obligations if such delay or failure results from events, circumstances or causes beyond the affected party's reasonable control. The time for performance of such obligations will be extended accordingly. If the period of delay or non-performance continues for 8 weeks, the party not affected may end [Our Agreement With You](#) by giving 30 days' written notice to the affected party.

### We can transfer our rights and obligations under Our Agreement With You

- 29.7. We may at any time **transfer** any or all of our rights and obligations under [Our Agreement With You](#).

### What happens if you want to transfer your rights and obligations under Our Agreement With You

- 29.8. You cannot **transfer** [Our Agreement With You](#) to another user. They will need to open their own account with the platform if they want to use it.

### Neither we nor you are bound by anything said but not included in Our Agreement With You

- 29.9. If you are a **business user** or a consumer living outside the UK or the EU, [Our Agreement With You](#) constitutes the entire agreement between you and us in relation to our services to you. Both you and we acknowledge that in entering into [Our Agreement With You](#), neither of us relies on any statement, representation or

**promise** (whether made innocently or negligently) that is not set out in [Our Agreement With You](#).

### Informal changes to Our Agreement With You aren't valid

29.10. Except for changes made as described in [Changes in our Agreement With You](#), no change to [Our Agreement With You](#) will be effective unless it is in writing and signed by you and us.

### You and we can only waive our rights under Our Agreement With You in writing

29.11. Even if either of us delay enforcing any term of Our Agreement with You, we or you can still enforce it later. A waiver of a right or remedy is only effective if given in writing.

### Invalidity of part of Our Agreement With You doesn't affect the rest of it

29.12. If any provision or part-provision of [Our Agreement With You](#) is or becomes invalid, illegal or unenforceable, it will be considered deleted, but that will not affect the validity and enforceability of the rest of [Our Agreement With You](#).

### Only you and we have rights under Our Agreement With You

29.13. [Our Agreement With You](#) does not permit anyone else other than you or us to enforce any term of [Our Agreement With You](#).

## 30. Defined terms

Terms in bold have the following meanings

#### **appropriate technical and organisational measures**

has the meaning set out in [data protection law](#).

#### **business user**

means a user of the JiggleJiggle platform that uses the platform in the course of a business (e.g. a [model](#)).

#### **chargeback**

means when a [customer](#) disputes a credit or debit card transaction and their bank decides to refund the amount of that transaction to them and charge that refund and any processing fee to us.

**Contract between Model and Customer**

means the contract between a **model** and **customer** for the **customer** to buy content from the **model**, on the terms set out here.

**controller**

has the meaning set out in **data protection law**.

**consumer**

means all users of the JiggleJiggle platform that are not business users.

**customer**

means a user of the JiggleJiggle platform that purchases content from a **model** via JiggleJiggle.

**customer interface**

means the JiggleJiggle interface a user accesses and uses when signed into their account as a **customer**.

**data protection law**

means

- to the extent the **UK GDPR** applies, the law of the United Kingdom or of a part of the United Kingdom;
- to the extent the **EU GDPR** applies, the law of the European Union or any member state of the European Union;
- to the extent any other law applies, the law of the country;

in each case which apply to either you or us relating to the use of **personal data**.

**data subject**

has the meaning set out in **data protection law**

**EU GDPR**

means the General Data Protection Regulation ((EU) 2016/679).

**insolvent**

means, that you, or your company through which you operate on JiggleJiggle, have taken any step or action in connection with:

- entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring);
- applying to court for, or obtaining a moratorium under, Part A1 of the Insolvency Act 1986;
- being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring);
- having a receiver appointed to any of your assets;
- ceasing to carry on business or a substantial part of it or threatening to do so;
- being made bankrupt or taking steps to being made bankrupt; or
- any other step or action similar to any above, taken in another country.

**model**

means a user that opens a model account on JiggleJiggle in order to publish and sell content on JiggleJiggle to other users.

**model interface**

means the JiggleJiggle interface a **model** accesses and uses when signed into their account as a **model**.

**our systems**

means our platform interfaces and the other computer systems that support, operate and comprise JiggleJiggle.

**permitted recipients**

means your and our employees and the entities you and we use in connection with [Our Agreement With You](#) (e.g. legal advisors).

**personal data**

has the meaning set out in [data protection law](#).

**personal data breach**

has the meaning set out in [data protection law](#).



**process**

has the meaning set out in [data protection law](#).

**processing**

has the meaning set out in [data protection law](#).

**processed**

has the meaning set out in [data protection law](#).

**promise**

means a legally enforceable promise.

**shared personal data**

means the following types of [personal data](#) we and you have collected in connection with [Our Agreement With You](#):

- names, addresses and contact details of [customers](#) for **your content**;
- information about **customer** orders for **your content**, including any personalisation requests;
- information about **customer** queries and complaints in relation to orders;
- information about your or our employees; or
- information about individuals working with other organisations that we or you work with.

**third party claim**

means a claim or any kind of action against us made by anyone, including (but not limited to) a **customer**, any regulator, tax authority, or any third party rights holder, in connection with:

- your content, its importation to the UK and its supply through JiggleJiggle;
- content you've uploaded to or otherwise distributed through [our systems](#), including but not limited to your [model](#) profile, [your content](#) listings, your

communications with **customers**, advertising, and any omissions or inaccuracies in such content;

- things we have or haven't done in reliance on information you've provided (or omitted to provide) to us, including our exercise of rights you've granted to us; or
- things you have or haven't done including but not limited to any breach of these terms and our policies.

### **transfer**

means assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with.

### **UK GDPR**

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

### **VAT**

means value added tax chargeable under the Value Added Tax Act 1994 of the United Kingdom and legislation supplemental to it or replacing, modifying or consolidating it

and including any similar, substitute, or replacement tax on the supply of goods or services in the United Kingdom.

**working days**

means Monday to Friday between the hours of 9am and 5.30pm, except for days which are bank holidays in England.

**your branding materials**

means your trademarks and branding you provide to us in connection with you and your content (including your image and voice).

**your content**

means any material uploaded by you to JiggleJiggle, live steamed material, videos, audio, images, text (e.g. captions, messages, comments and hashtags), **your branding materials** and any other material.

## 31. Contact Us

- 31.1. We are Sugar and Spice Media Limited trading as JiggleJiggle, a limited company (registration number 15167831), registered in England and Wales. Our registered office address is at 124 City Road, London, United Kingdom, EC1V 2NX.
- 31.2. To contact us please email our Customer Care Centre at [admin@jigglejiggle.com](mailto:admin@jigglejiggle.com). If you don't have an email address, please write to us at 124 City Road, London, United Kingdom, EC1V 2NX.

## CUSTOMER TERMS – these apply if you buy content on the platform

These terms are provided in a layered format, so you can click on the links below to be taken directly to the provision that interests you. These terms cover the following matters:

[When our Customer Terms apply](#)

[How to open a customer account](#)

[Buying tokens or tips](#)

[Your right to change your mind about tokens if you are a consumer living in the UK or the EU](#)

## Description of Content

## Buying Content

- Your contract with a model to buy content
- Price of content

## Payment

When you have the right to cancel if you like, in the UK or EEA and when not

## Your use of our systems

## Your communications with models

## Communicating with other users

# When our Customer Terms apply

When you register as a **customer** on this platform (to buy content or be able to participate in our community), you are agreeing to enter into [Our Agreement With You](#). This includes: (i) our [General Terms](#) (ii) these [Customer Terms](#) (ii) if you are publishing

your own content to the platform, our [Model Terms](#); (iii) our Privacy Notice; (iv) our Cookie Policy; and (iv) [Our Policies](#).

It's important to read them to understand your rights as well as your responsibilities.

## 1. How to open a customer account

- 1.1. If you want to buy content on JiggleJiggle or be part of its community, you will need to open a **customer** account with us. To apply for a **customer** account, you must be [eligible](#) and:
  - 1.1.1. complete our age and ID verification check (which may involve giving us a face scan)
  - 1.1.2. complete the application form and provide your e-mail address and a password;
  - 1.1.3. provide verified payment details that are acceptable to us;
  - 1.1.4. not be convicted of committing a serious crime;
  - 1.1.5. agree to pay for content, in line with [Our Agreement with You](#) and the [Contract between Model and Customer](#);
  - 1.1.6. provide any other information we reasonably request; and
  - 1.1.7. be approved by us (in our sole discretion).
- 1.2. We may reject your application for any reason, including because you do not meet the eligibility criteria.
- 1.3. If we do accept your application, an agreement between you and us governed by [Our Agreement With You](#) will come into force.

## 2. Buying tokens or tips

- 2.1. To buy content from the platform or to tip a **model**, you have to pay in tokens. You can buy tokens from us on the platform through your **customer** account. You can also

prepay an amount of tokens to buy content and tips later. No interest accrues on your tokens.

2.2. To be able to buy tokens, you must add a payment card to your account. By providing us with your payment card details, you are authorising us to take payment by charging your payment card each time you choose to buy content or a tip.

2.3. Your order for tokens is an offer to buy from us. When you are placing an order, the following steps have to take place before a contract for the sale of tokens is made between us in relation to your order:

2.3.1. after signing into your account and choosing the amount of tokens you want to buy, you place your order by pressing the Buy Now button at the end of the check-out process;

2.3.2. before placing your order, the check-out process will give you the opportunity to review and, if necessary, to correct any errors in your order;

2.3.3. you will be asked to click to confirm that you accept Our Agreement with You. If you do not wish to be bound by those terms, you should not place any orders for tokens through the platform;

2.3.4. once you have submitted your order details, you will see an on-screen acknowledgement that your order has been placed. You will receive a receipt for your payment and an acknowledgement of your order by email. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 2.3.5; and

2.3.5. we will confirm our acceptance of your order to you by sending you an email that confirms that the tokens have been purchased, unless, prior to that notification, we inform you that we do not accept your order. The contract between you and us will only be formed when we send you that confirmation. We keep a record of the orders that you place with us in your **customer** account, which you can view by logging-in to your account.

2.4. We use a third party payment provider to process your payments. Your payment details are not visible to us and are not stored on our platform. Payments will be charged in your local currency and will be referenced "CCBill.com \*Jigglejiggle". Payment providers may charge currency conversion fees.

2.5. If we do not receive payment due from you for whatever reason, without limiting our remedies against you:

2.5.1. you agree to pay all amounts due on your account on demand;

2.5.2. we may without notice suspend part or all of your account (including the content made available via your account) until payment has been made in full; and/or

2.5.3. we may charge interest on the overdue sum at the rate of 5% per annum above Bank of England's base rate from time to time. Such interest shall accumulate on

a daily basis from the due date until payment of the overdue sum, whether before or after judgment.

- 2.6. You agree not to make unjustified requests for a refund or **chargebacks** from your payment card provider for tokens or content you have bought on the platform. If we consider (acting reasonably) that you have done so, in bad faith, we may suspend or delete your account. If a chargeback is initiated, then we will remove the content in respect of which the chargeback is made from your account.

### 3. Your right to change your mind about tokens, if you are a consumer living in the UK or EEA

- 3.1. If you are a consumer in the United Kingdom or in the EU, you have the legal right to change your mind about the purchase of any tokens you have bought within 14 days of buying those tokens and to receive a refund of what you paid for your tokens. This is subject to some conditions set out below.
- 3.2. Be aware, that you cannot change your mind about an order for tokens once you have used them to start to download or stream content you have bought from a **model**. For more details about this, see Contract between Model and Customer.
- 3.3. If you want to change your mind about tokens you have bought that you have not already used to start download or streaming of content from a **model**, you must let us know no later than 14 days after the day we confirm we have accepted your order.
- 3.4. To let us know you want to change your mind, contact our Customer Care Centre on [admin@jigglejiggle.com](mailto:admin@jigglejiggle.com) or fill in the online form at [\[link to cancellation form\]](#) or print out that form and send it to us at 124 City Road, London, United Kingdom, EC1V 2NX.
- 3.5. We refund you as soon as possible and within 14 days of you telling us you have changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

### 4. Description of content

While we may provide relevant information from the **model** about their content (e.g. pricing), that is for information only. We have no control over, and are not in any way responsible for, the existence, quality or legality of the content advertised. You should

choose the most appropriate content for you and we do not provide any suggestion, advice, recommendation or guidance as to the appropriate content for you.

## 5. Buying content

### Your contract with a model to buy content

- 5.1. When you buy content from a **model** via JiggleJiggle, you are entering into a contract directly with them for that transaction to view that content online. The contract you enter into with the **model**, is on the terms of the **Contract between Model and Customer**. We are not a party to that contract, or any other contract you enter into with each other and are not responsible for those transactions.
- 5.2. When you buy content from a **model**, unless the **model** says otherwise in their communications with you, you are buying the right to view their content online. You are not permitted to download or record that content or make it available outside of your account on the platform.
- 5.3. Should a dispute arise between you and the **model** you bought the content from, you should use your best efforts to resolve that dispute between you and all complaints and queries with respect to a transaction should be directed to the **model** using JiggleJiggle messaging system. We have no obligation to mediate between the parties or to enforce any **Contract between Model and Customer**.

### Price of content

- 5.4. The **model** will decide the commercial terms of their contract with you, including the price (charged in tokens) for the content or tip. This will be shown on the listing for the content. All prices appear in tokens and you will be shown how the tokens equate to in your local currency. Token prices are charged in GBP £. Payment providers may charge currency conversion fees. The price is inclusive of **VAT** or other applicable sales tax.
- 5.5. Please be aware that a **model** can change the price for their content at any time at their sole discretion.

## 6. Payment

- 6.1. When you purchase content from a **model** or tip them, you are authorising us to apply the tokens you have purchased and that are in your account, against your purchase of content or tips and to pass such payment to the **model**. You accept that we are



solely a facilitator of payments, and any terms in connection with such payments for the content or tips are solely between you and the **model**.

## 7. Your use of our systems

You may only use our **customer interface** and the other computer systems that support, operate and comprise JiggleJiggle (our systems) for buying content and communicating with us, **models** and other users as envisaged in [Our Agreement With You](#).

## 8. Your communication with models

- 8.1. You must always use the platform's **customer interface** to communicate with **models** e.g. to enquire about content or make custom requests. We strongly advise against you communicating with or interacting with a **model** off the platform. Where this is not possible (for example, where a **model** finds you outside of the platform) and calls you directly about content on the platform, you should enter accurate details of any communications with the **model** on the platform's **customer interface**. This helps us to keep a full record of all communications in relation to any transaction between you and the **model**, which may help you, if there are any disputes.
- 8.2. You must not record any live streaming with a **model** that takes place on JiggleJiggle.
- 8.3. You agree that we may record all live streams and all messages (including chatroom and private direct messages) between you and a **model**. We may review these in the

event of a dispute between you and a **model** or between other users or you and us to ensure compliance with [Our Agreement With You](#).

## 9. Communicating with other users

See [Your use of the JiggleJiggle community](#) to see what terms apply when you make use of a feature that allows you to contact other users of our site, message or otherwise upload content.

## MODEL TERMS — these apply if you want to sell content on the platform

These terms are provided in a layered format, so you can click on the links below to be taken directly to the provision that interests you. These terms cover the following matters:

### [When our Model Terms apply](#)

### [Becoming a model on JiggleJiggle](#)

- [How to apply](#)

### [Our communications with each other](#)

### [Your communications with customers](#)

### [Creating your model profile and listing content on JiggleJiggle](#)

### [You can't list content that you don't have the rights to](#)

### [Your promises to us in connection with your content](#)

### [Co-created content; when you can and can't post it](#)

### [When you upload content to the platform](#)

### [Orders from outside the UK](#)

### [Pricing your content](#)

### [Features of the platform](#)

- [How we rank model listings](#)

- [What happens when we invite you to join JiggleJiggle promotions](#)
- [How we use other sales channels and affiliations to market your content](#)

## [Dealing with customer orders, refunds and complaints](#)

- [What we do when a customer orders](#)
- [What you must do when we tell you about an order](#)
- [Dealing with customer questions about orders](#)
- [How you must handle customer complaints](#)

## [Access to and use of data generated through use of JiggleJiggle](#)

## [Our commission fees on your sales](#)

- [How we calculate our commission](#)
- [When we pay you for sales made](#)
- [When we pay you](#)
- [When you must pay our invoices](#)
- [Interest on late payments](#)
- [Our and your rights of set-off](#)

## [Your tax compliance](#)

### [UK tax compliance rules](#)

### [How customers are refunded and chargebacks](#)

### [When we can withhold your fees](#)

### [Using each other's branding and other intellectual property rights](#)

- [your use of our branding](#)
- [our use of your branding and other intellectual property rights](#)

## [Claims against us in connection with you and your content](#)

- [Dealing with claims against us](#)
- [Compensation for claims against us and sharing information](#)

## You must comply with the law and our mandatory policies

### Data protection obligations

- [How we and you treat personal data we share with each other](#)

## How we and you must protect each other's confidential information

### 1. When our Model Terms apply

1.1. When you register to publish content to JiggleJiggle as a **model**, you are agreeing to enter into [Our Agreement With You](#). This includes (i) our [General Terms](#) (ii) these [Model Terms](#) (iii) if you are buying content from the platform, our [Customer Terms](#); (iii) our Privacy Notice and (iv) our Cookie Policy; and (iv) our [Policies](#).

1.2. It's important to read them to understand your rights as well as your responsibilities.

### 2. Becoming a model on JiggleJiggle

#### How to apply

2.1. If you are [eligible](#) and want to publish and sell content on JiggleJiggle, you will need to open a **model** account with us. To apply for a **model** account, you must:

- 2.1.1. complete our age and ID verification check, which will include you showing your ID and providing a face scan;
- 2.1.2. complete the application form, and provide your e-mail address and a password;
- 2.1.3. provide applicable **VAT** details or other sales tax information we request from you;
- 2.1.4. provide verified bank details that are acceptable to us;
- 2.1.5. provide any other information we reasonably request; and
- 2.1.6. be approved by us (in our sole discretion).

2.2. During the application process you and we agree to only use and disclose the other's confidential information as necessary for making and considering your application and

to comply with the restrictions in [How we and you must protect each other's confidential information](#).

2.3. An agreement between you and us governed by [Our Agreement With You](#) will come into force if we accept your application.

2.4. We may reject your application for any reason, including because you do not meet the eligibility criteria, or because your profile photo does not match your ID.

### 3. Our communications with each other

3.1. When we accept your application to become a **model** we'll give you access to our **model interface**. We'll generally use our **model interface** to tell you about **customer** orders, questions, cancellations and complaints and also other things about our service, such as changes to [Our Agreement With You](#) (including our [Policies](#)). We may also contact you via other contact details you have provided to us.

3.2. You should use our **model interface** to get in touch with us wherever possible, but we may also give you other ways of contacting us.

### 4. Your communications with customers

4.1. You must always use the **model interface** to communicate with **customers** who order through JiggleJiggle, enquire about your content, or make custom requests. We strongly advise against you communicating or interacting with a **customer** off platform. Where this is not possible (for example, where a **customer**, having ordered through JiggleJiggle finds and calls you directly), you should enter accurate details of any communications with customers on the **model interface**. This helps us to keep a full

record of all communications in relation to any transaction, which may help you, if there are any disputes.

4.2. If a **customer** contacts you about **your content** through JiggleJiggle you mustn't in any way ask or encourage the **customer** to buy that content (or repeat orders for those or similar content) either directly from you or from another source.

4.3. You acknowledge that you are not permitted to record any live streaming with a **customer** that takes place on JiggleJiggle.

## 5. Creating your model profile and listing content on JiggleJiggle

5.1. You must create a **model** profile on JiggleJiggle. Once you've done this you can create listings to sell **your content** on JiggleJiggle through our **model interface**. You **promise** that you'll:

5.1.1. only create listings for and publish content which is not prohibited content (See our Acceptable Use Policy;

5.1.2. only list Content which complies with all applicable legislation and regulations and that don't infringe third party trademarks or other intellectual property rights;

5.1.3. include in your listings or where appropriate **model** profile, information about you, **your content** and how you'll fulfil orders that is needed to comply with consumer protection law in the country in which your **customer** is located. Our **model interface** will prompt you to provide this information, but you're responsible for making sure you comply with the law. For information requirements in England for example, please see the Trading Standards' advice on online selling at [www.businesscompanion.info](http://www.businesscompanion.info);

5.1.4. specify what language(s) **your content** is made available in;

5.1.5. ensure your listings are clear and comprehensible;

5.1.6. display your valid **VAT** (if applicable) or other sales tax registration number;

5.1.7. don't include anything which would encourage or allow **customers** to contact you other than through the **model interface**, such as email, or social media

contact details, website addresses or other links. We reserve the right to remove such information; and

5.1.8. don't use any search engine optimisation techniques which break search engine's rules or involve deception, including keyword stuffing.

5.2. See also [Our rights to verify the information you give us](#) and your compliance with [Our Agreement With You](#).

## 6. You can't list content that you don't have the rights to

6.1. You may only list and make available original content, branded as yours and which includes only intellectual property rights that you own or that are licensed to you for use, in the way described in [Rights you are giving us to use content](#). You must maintain adequate processes and procedures to be able to evidence that your content complies with the foregoing sentence. If we ask you to, you must promptly provide us with genuine and conclusive documentary evidence showing that you own or are authorised to make the content available on JiggleJiggle. [We can suspend a listing for content or end Our Agreement With You](#) under How we can [suspend or end Our Agreement With You](#) if you fail to comply with any requirement of this clause.

## 7. Your promises to us in connection with your content

7.1. You acknowledge that **your content** is not confidential and may be made public. Once its published to our platform, you authorise users to access and view **your content** for their own lawful and personal use in line with any licence granted to **customers** and visitors to the platform in [Our Agreement With You](#).

7.2. You **promise** us that:

7.2.1. each item of **your content** you publish on JiggleJiggle

7.2.1.1. complies in full with [Our Agreement With You](#) (including all our [Policies](#));

7.2.1.2. is either owned by you, or is licensed to you on the basis that you and we can make it available on our platform publicly and otherwise as

anticipated under [Our Agreement With You](#), including in each country where you have **customers** and in the UK;

7.2.2. if your content includes any third party material, you have secured all rights, written consents and releases that are necessary for use of such third party materials in your content and for subsequent use on JiggleJiggle;

7.2.3. **your content** is:

7.2.3.1. as you have described;

7.2.3.2. of satisfactory quality, taking into account your description of the content and any other statement you make about it, including in your listing, verbally or in any advertising; and

7.2.3.3. reasonably suitable for any purpose made known to you by the **customer**.

7.3. You accept that:

7.3.1. you are legally responsible for all of **your content** you upload;

7.3.2. you will indemnify us if any of your **promises** above are untrue;

7.3.3. we are not responsible for **your content** and do not have any responsibility to you to monitor content made available on JiggleJiggle; and

7.3.4. if you breach [Our Agreement With You](#) or the [Contract between Model and Customer](#), you may be personally liable to any third party (including a **customer**)



that suffers physical or psychological harm or financial loss as a result of **your content**.

## 8. Co-created content – when you can and can't post it

- 8.1. You are not permitted to publish any content to JiggleJiggle that includes any other person (whether or not they can be identified) unless they are another registered **model** of the platform and they have consented to being included.
- 8.2. If you publish content to JiggleJiggle that includes another registered **model**, or if you are the other registered **model** that has co-created the content, you agree that:
  - 8.2.1. that content can be made available publicly via JiggleJiggle and otherwise as anticipated under [Our Agreement With You](#);
  - 8.2.2. your JiggleJiggle account can be tagged in connection with the publication of that content on JiggleJiggle;
  - 8.2.3. we can communicate with all **models** included in that content in connection with any issues that arise in connection with that content, including to obtain their consent for the posting of that content;
  - 8.2.4. if a **model** that has consented for the content to be posted to JiggleJiggle withdraws their consent, we will remove that content from the platform;
  - 8.2.5. the fees generated on the platform from sales of the co-created content, will be divided equally between all the **models** appearing in the content;
  - 8.2.6. you and your co-creator(s) have agreed all other terms on which that content will be made available on the platform and you have kept a record of those terms;
  - 8.2.7. JiggleJiggle is not a party to that agreement, and it is not responsible for enforcing it.
- 8.3. If we request, you will provide us with a copy of all of the information in connection with other people appearing in **your content**. If you fail to do so, or if the information is lacking in any respect, we may delete the co-created content from JiggleJiggle, withhold fees that would otherwise be due to you and otherwise enforce the terms of [Our Agreement With You](#). See [How we can suspend or end Our Agreement with You](#).

## 9. When you upload content to the platform

- 9.1. We consider all **your content** you upload to the platform to be non-confidential. You own **your content**, but by posting it to the platform, you are granting us a limited

licence to use that content as described in [Rights you are giving us to content you upload](#).

- 9.2. You also consent to us disclosing your identity and contact details to anyone who is claiming that any content breaches their intellectual property rights, privacy or other rights.
- 9.3. We have the right to remove **Your Content** at any time, including if in our opinion your content does not comply with our Acceptable Use Policy.
- 9.4. We don't own your content, but you do permit us to submit notifications of infringement of intellectual property rights on your behalf to any third party that is infringing your content. We are not obliged to do so, however.
- 9.5. You can decide to remove content from the platform but be aware that any user that has bought your content before you removed it, will still be able to access it via their account.

## 10. Orders from outside the UK

- 10.1. If you receive orders from **customers** from outside the UK, be aware that they may have rights under their local laws which apply as well as or instead of their rights under English law. If you don't wish to accept such orders, it is your responsibility to reject them as indicated in [What you must do when we tell you about an order](#).

## 11. Pricing your content

- 11.1. How you price **your content** is entirely up to you. You can specify the amount of tokens chargeable using the **model interface**. The value of a token will be displayed when you price your content (e.g. [X] tokens = £[Y]). Depending on how many tokens you are charging, the equivalent in your currency will be shown, less our commission. See [Our commission fee on your sales](#). Once you determine the price, we'll charge **customers** the price in tokens, at the time they submit their order.
- 11.2. All token prices are calculated and charged in GBP £, though they are shown in your local currency. Payment providers may charge currency conversion fees. Your prices must be inclusive of the following:
  - 11.2.1. supply **VAT** or other applicable sales tax;
  - 11.2.2. other charges; and
  - 11.2.3. any other taxes, broker's fees and other amounts payable in connection with the sale of **your content** to **customers**.

## 12. Features of the platform

### What happens when we invite you to join JiggleJiggle promotions

- 12.1. We may invite you to participate in promotions on JiggleJiggle, for example, by offering discounts. The terms of such promotions will be available through our **model**

**interface** and by submitting any of **your content** for such a promotion you agree to the relevant terms.

#### How we use other sales channels and affiliates to market your content

- 12.2. We may use additional channels and affiliate programmes to market your content, as sold on JiggleJiggle. By posting your content to the platform, you agree that we may do so, using extracts of your content.

## 13. Dealing with customer orders, refunds and complaints

#### What we do when a customer orders

- 13.1. **Customers** ordering **your content** from JiggleJiggle must click to accept the [Contract between Model and Customer](#), which is linked to from the checkout page. This is a contract directly between you, as a **model**, and a **customer** for the particular transaction you are agreeing to carry out for that **customer**.
- 13.2. When a **customer** orders **your content** from JiggleJiggle, we facilitate your transaction with the **customer**. We will:
- 13.2.1. send the **customer** an order acknowledgement email in our standard format, confirming the order they have placed with you for the content you are selling;
  - 13.2.2. promptly inform you of the **customer** order via the **model interface**;
  - 13.2.3. ,unless we receive a communication from you that the order should not be accepted before we send the order acceptance confirmation to the **customer**, send the **customer** an order acceptance email in our standard format. When that is sent, you are forming a direct contract between you and the **customer**, for you to supply your content to the **customer** on the terms set out in [Contract between Model and Customer](#). To be clear, the contract is between you and the **customer**; we are not a party to it; and
  - 13.2.4. take payment from the **customer** for **your content** when we confirm acceptance of an order in your name and on your behalf. The **model interface** will tell you whether or not a payment has been received for any order.
- 13.3. Our order acceptance email will serve as the **customer's** supply **VAT** receipt issued in your name and on your behalf. Our email will include all the information about the ordered content which you've included in your listing as well as separately show the supply **VAT** (or other applicable sales tax) collected as part of the order. It will also confirm your identity and give your details to the **customer**. You're responsible for ensuring that this information meets legal information requirements and for compliance with all applicable legal, tax and regulatory requirements in connection with any **customer VAT** receipt issued in your name. For more on consumer law information

requirements in England, please see the Trading Standards advice on online selling at [www.businesscompanion.info](http://www.businesscompanion.info).

- 13.4. We will provide the **customer** with your **VAT** or sales tax registration number, where required by applicable law and details of the relevant supply.

### What you must do when we tell you about an order

- 13.5. When we tell you about an order you must:

13.5.1. once it is confirmed in the **model interface** that payment has been received from the **customer**, supply **your content** to the **customer** in the way and within at least the timescale set out in **your content** listing, which will be no longer than 2 days from when the order was confirmed in your account;

13.5.2. comply in full with the terms of the [Contract between Model and Customer](#). You agree you will indemnify us and be responsible to us for any loss we suffer as a result of you breaking this obligation.

### Dealing with customer questions about orders

- 13.6. You must deal promptly and professionally with any **customer** questions about orders using the **model interface**. You must liaise with us if the question relates to any part of the process we're involved in. You and we will co-operate with each other in trying to resolve any such questions. All your interactions with **customers** must comply with [How you must handle customer complaints](#).

### How you must handle customer complaints

- 13.7. We'll tell you if a **customer** complains to us about you or **your content**, including any complaints that **your content** has not been delivered or that chargebacks have been applied and provide you with all relevant details about the complaint.
- 13.8. You must deal with complaints we tell you about, and any complaints you receive directly from **customers**, in a way that complies with consumer laws in the place where the **customer** is resident and honours any additional commitments or guarantees you've made in **your content** listing. For further information for example, in England on how to handle complaints, see Trading Standards advice on online selling at [www.businesscompanion.info](http://www.businesscompanion.info).
- 13.9. You'll engage in mediation to resolve any dispute with **customers** as set out in our [Contract between Model and Customer](#).
- 13.10. All of your communications with **customers** about complaints should be made through, or where this is not possible, accurately logged with, our **model interface**.
- 13.11. If, in relation to any dispute with a **customer**, you don't engage in dispute resolution, as required by [Our Agreement with You](#) and in good faith, then we may

refund and/or compensate the **customer** on your behalf. We can also do this if you don't abide by any commitment you've made during dispute resolution, any settlement reached through mediation or any ruling made by a court or other competent authority. Refunds will be handled as set out in [How customers are refunded and chargebacks](#). You must reimburse us for payments made in compensation, see [When you must pay our invoices](#).

13.12. See also [Claims against us in connection with you or your content](#).

## 14. Access to and use of data generated through use of JiggleJiggle

Your own, and your **customers'** use of JiggleJiggle, will generate data (including [personal data](#)), about orders, **customer** queries, ratings and reviews for your content, and other matters. Our [Models Policy](#) sets out the extent to which and under what conditions we'll access this data ourselves (including the data categories) and what data you have access to. Further information about how we **process personal data** relating to **models** is set out in our [Privacy Notice](#). This also describes your data protection rights.

## 15. Our commission fee on your sales

### How we calculate our commission

15.1. We charge you a commission fee of 20% of the net total price paid by the **customer** for the sales you make of **your content** via our platform. Our commission

includes the costs of providing, maintaining and operating JiggleJiggle, storing and making available **your content**.

#### What we pay you for the sales you make via JiggleJiggle

15.2. We'll pay you the sums received by us from **customers** for sales of **your content** via JiggleJiggle less:

15.2.1. our commission fee;

15.2.2. any payments made to other **models** in connection with co-created content;

15.2.3. any refunds, **chargebacks** and fees for handling them (see [How customers are refunded and chargebacks](#));

15.2.4. any fees (and any **VAT** or sales tax applicable to them) or other sums we've invoiced you for and which are unpaid at the time we pay you, whether or not the due date for payment has arrived (see [When you must pay our invoices](#));

15.2.5. any **VAT** we have to deduct as explained in clause 17, if you are resident in the UK; and

15.2.6. any sums owed to us in connection with any **third party claim** under [Compensation for claims against us](#) which are unpaid at the time we pay you; and

15.2.7. any applicable **VAT** or other sales tax.

15.3. **Customers** will pay in pounds sterling and we account to you in pounds sterling. Payment providers may charge currency conversion fees.

15.4. You must account to your local tax authorities for any **VAT** or other sales tax due on sales of your content via JiggleJiggle and fully comply with your tax obligations in connection with the use of our services and the offer and sale of your content on JiggleJiggle including the collection, reporting, filing and payment of any and all applicable taxes (such as **VAT**, other applicable sales tax and duties) and other governmental assessments. See [Your tax compliance](#) and [UK tax compliance rules](#).

15.5. You permit and instruct us to collect information about you and in connection with your performance of [Our Agreement With You](#) (including any content you make available on JiggleJiggle) and disclose it to tax or other governmental or regulatory authorities as required by law or for compliance with our legal obligations.

#### When we pay you

15.6. To withdraw funds from your account, funds must be reflected in your **model** account. It will take up to 10 **working days** for monies to be transferred into your account. You can only withdraw monies from your account if your account balance reflects the minimum payout requirement. Payment will be made to the bank account

you've notified to us via the **model Interface**. You'll be able to view a statement of the sums due to you and how they have been calculated via your account.

### When you must pay our invoices

- 15.7. You must pay any invoices we submit to you within 14 days of receipt.

### Interest on late payments

- 15.8. If either of us fails to make a payment due to the other under these terms by the due date, then, without limiting the other party's remedies, the party in default shall the other party interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

### Our rights to set off

- 15.9. All amounts due from you to us must be paid in full without any set-off, counterclaim or deduction. We may set off any amounts you owe to us, from the fees that are payable to us for sales of **your content**.

## 16. Your tax compliance

- 16.1. It is your responsibility (not ours) to ensure you are compliant with your local tax rules.
- 16.2. We recommend that you obtain local tax advice to make sure you understand your obligations under your local tax rules and how to comply with them. If you are a UK **model**, we are legally obliged to report your details and your income from selling **your content** on the platform to H M Revenue & Customs, unless you receive less than about £1,700 in respect of those sales.
- 16.3. When you open your account with JiggleJiggle you **promise** to: (i) register for **VAT** or other sales tax in your country, if required to do so by local rules; (ii) report the receipt of all fees paid to you to your local tax authorities; and (iii) pay all required taxes arising from those payments.
- 16.4. If at any time you fail to comply with any local tax rules or any procedures are taken against you in connection with your non-compliance with local tax rules, you will notify us within 7 days of that event occurring, with details of the failure or non-

compliance. You will supply us with any other information in connection with the non-compliance that we may reasonably request.

- 16.5. If you are a **model** resident in the UK, please read [UK tax compliance rules](#) too.

## 17. UK tax compliance rules

- 17.1. If you are a **model** resident in the UK, UK tax rules mean that you are treated as providing your services to JiggleJiggle, rather than to **customers** directly. As a result, if you are a **model** registered for UK **VAT**:

17.1.1. you will be considered to be charging us 80% of all **customer** payments, together with UK **VAT** at the relevant rate at the time the payment is made by the **customer**;

17.1.2. the **VAT** element added to your earnings from the platform will be separately paid from the fees generated via the platform for **your content**, provided that you first provide your **VAT** registration number on the **model interface**:

17.1.3. we will issue a self-billed **VAT** invoice for the services you are considered to supply to JiggleJiggle. This equates to 80% due to you, arising from monies received by JiggleJiggle from **customers** that have paid for **your content** plus **VAT** at the relevant rate;

17.1.4. you must declare the **VAT** on your earnings from the platform on your **VAT** return and pay the **VAT** amount we pay you, directly to HM Revenue & Customs; and

17.1.5. if we ask you, you must provide us with a copy of your certificate of registration for **VAT**.

- 17.2. If you need help with your **VAT**, please contact HM Revenue & Customs at <https://www.gov.uk/government/organisations/hm-revenue-customs/contact/vat-enquiries>.

## 18. How customers are refunded and chargebacks

- 18.1. If you instruct us to refund a **customer** on your behalf, we'll do so provided we can deduct such sums from money due from us to you. We are not obliged to refund more than the sums collected from the **customer** at checkout. If we can't deduct such sums from money due from us to you, we may either require you to refund **customers**



directly or choose to refund **customers** ourselves and you must pay us the sums we refund in this way. See [When you must pay our invoices](#).

18.2. If a **customer's** bank applies a chargeback, we will deduct such sums from the money due from us to you. If you don't have enough money in your account, we will pay the bank ourselves and bill you for the amount paid.

18.3. We reserve the right to charge you a fee (plus **VAT** (or other applicable sales tax) in respect of any refunds or **chargebacks** we process for you.

## 19. When we can withhold your fees

19.1. If we think:

19.1.1. you have seriously broken or repeatedly broken [Our Agreement With You](#); or

19.1.2. any part of the fees has been generated from your or a **customer's** illegal activities; or

19.1.3. you might break [Our Agreement With You](#) in a way which may have serious consequences for us or another user of the platform;

we can withhold any or all of your fees due to you, but not yet paid to you, while we carry out an investigation. If after we've finished our investigation, we decide that you have seriously broken or repeatedly broken [Our Agreement With You](#) or have broken it in a way that has serious consequences for us or another user, or the fees have been generated from your or a **customers'** illegal activities, we may notify you that you have forfeited your fees.

19.2. In that case:

19.2.1. you accept that we are not obliged to pay those fees to you;

19.2.1.1. if we decide that a part of the fees that we are withholding is unrelated to a breach by you of [Our Agreement With You](#) or suspected illegal activity, we may pay that part of the fees to you. If, however, your breach or activity

has caused us any loss, we will be entitled to set off those fees against any losses we have suffered; and otherwise

19.2.1.2. we will use all reasonable efforts to ensure that any payments made by **customers** that resulted in the forfeited fees are returned to the relevant **customer**.

19.3. See also [Our and your rights of set-off](#)

## 20. Using each other's branding and other intellectual property rights

### Your use of our branding

20.1. You may publicise your listings on JiggleJiggle and outside JiggleJiggle, for example, on social media. If you do that, you must take care not to in any way that suggests that you or your listings are endorsed, controlled or created by JiggleJiggle. You can share the URLs for your listings and **model** pages and state that your content can be bought on JiggleJiggle. However, you can't use the JiggleJiggle stylised name or logos either on their own or in combination with another word or use the JiggleJiggle name in your social media profile name or photo. You also won't create content with the same look or feel as that of JiggleJiggle.

20.2. As soon as reasonably possible after [Our Agreement With You](#) ends, you must remove any content that suggests you sell on JiggleJiggle from any places you control and use your best efforts to remove such content from any places owned by any third parties.

### Our use of your branding and other intellectual property rights

20.3. You grant us a non-exclusive, worldwide, royalty-free licence to host, reproduce, sub-licence, display and publish **your branding materials** for the purposes

of listing and selling **your content** on JiggleJiggle and marketing it via other sales channels in any media.

- 20.4. Read [Claims against us in connection with you or your content](#), to understand what happens if someone claims that our use of **your branding materials** infringes their intellectual property or other rights.
- 20.5. As soon as reasonably possible after [Our Agreement With You](#) ends, we'll stop all use of **your branding materials** on JiggleJiggle and in our other sales channels.
- 20.6. Except as mentioned above, we won't acquire any rights to **your branding materials** and any goodwill generated by our use of **your branding materials** on JiggleJiggle or through our marketing activities will accrue to you.

## 21. Claims against us in connection with you and your content

### Dealing with claims against us

- 21.1. We'll pass on to you any complaints we receive about you or any of **your content** as described in [How you must handle customer complaints](#). However, if anyone, including (but not limited to) a **customer**, any regulator, tax authority (e.g. HM Revenue & Customs), or any third party rights holder, makes a claim or takes any kind of action against us in connection with:

- 21.1.1. **your content** or its supply through JiggleJiggle.

- 21.1.2. content you've uploaded to or otherwise distributed through **our systems**, including your **model** profile, your content listings, your communications with **customers**, advertising, and any omissions or inaccuracies in such content;

- 21.1.3. things we have or haven't done in reliance on information you've provided (or omitted to provide) to us, including our exercise of rights you've granted to us; or

- 21.1.4. things you have or haven't done including but not limited to any breach of [Our Agreement With You](#);

then you must, at our option and as we request, either help us defend or deal with the **third party claim** or defend or deal with it on our behalf, in each case at your own expense. If we ask you to defend or deal with a claim on our behalf, you must get our prior written agreement before settling or compromising it or attempting to do so.

### Compensation for claims against us and sharing information

- 21.2. You must pay us an amount (calculated on a full indemnity after-tax basis) equivalent to any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of

reputation and any tax liabilities or third party charges) and all interest, penalties and legal costs and all other reasonable professional costs and expenses we incur arising out of or in connection with any **third party claim**. See [When you must pay our invoices](#).

- 21.3. We may use information from **customer** complaints about you and **your content** and **customer** reviews and require further information from you about the issues reported and share such information with regulatory and other governmental authorities.

## 22. You must comply with the law and our mandatory policies

- 22.1. You must at all times when doing anything in connection with [Our Agreement With You](#) comply with all applicable laws, statutes, regulations and codes from time to time in force including without limitation the CAP Code, **data protection law** and anti-

slavery laws.

## 23. Data protection obligations

### How we and you treat personal data we share with each other

- 23.1. We'll **process** your **personal data** in accordance with our [Privacy Notice](#).
- 23.2. We and you may share with each other the following types of **personal data** we've collected in connection with Our Agreement With You:
  - 23.2.1. names, addresses and contact details of **customers** for **your content**;
  - 23.2.2. information about **customer** orders for **your content**, including any personalisation requests;
  - 23.2.3. information about **customer** queries and complaints in relation to orders;
  - 23.2.4. information about **customer** searches and activity on the site; and
  - 23.2.5. information about our respective employees.
- 23.3. We and you agree that we shall only **process shared personal data** which we receive from the other for the following purposes:
  - 23.3.1. fulfilling orders for **your content**;
  - 23.3.2. dealing with queries and complaints from **customers** about **your content**;
  - 23.3.3. marketing **your content** and services to **customers**, subject to appropriate consents to marketing being in place and in your case subject to the constraints set out in [Your communications with customers](#); and
  - 23.3.4. otherwise as necessary for the purposes of operating [Our Agreement With you](#).
- 23.4. Both we and you shall comply with all the obligations imposed on a **controller** under **data protection law**. If either we or you fail to do so, the other can end [Our Agreement With You](#), as set out in [When we'll suspend your listings or end Our Agreement With You](#) and [How you can end Our Agreement With You](#).
- 23.5. Both we and you will:
  - 23.5.1. ensure that all necessary notices, consents and lawful bases are in place to enable lawful transfer of the **shared personal data** to the other as well as to their **permitted recipients**;
  - 23.5.2. give full information to any **data subject** whose personal data may be **processed** under [Our Agreement With You](#) about the nature of such **processing**. This includes giving notice that, when [Our Agreement With You](#)

ends, **personal data** relating to them may be retained by or transferred to one or more of the **permitted recipients**, their successors and assignees;

23.5.3. not disclose or allow access to the **shared personal data** to anyone other than the **permitted recipients**;

23.5.4. ensure that all **permitted recipients** are subject to written contractual obligations concerning the **shared personal data** (including obligations of confidentiality) which are no less demanding than those imposed by [Our Agreement With You](#);

23.5.5. ensure that **appropriate technical and organisational measures** are in place to protect against unauthorised or unlawful **processing** of **personal data** and against accidental loss or destruction of, or damage to, **personal data**;

23.5.6. not transfer any **shared personal data** received, outside the UK without ensuring that:

23.5.6.1. the transfer is to a country approved under **data protection law** as providing adequate protection;

23.5.6.2. there are appropriate safeguards pursuant to **data protection law**;

23.5.6.3. we or you (as applicable) otherwise comply with all the obligations imposed under **data protection law** by providing an adequate level of protection to any **personal data** that is transferred; and

23.5.6.4. one of the derogations for specific situations in **data protection law** applies to the transfer.

23.6. Both we and you shall assist the other to comply with **data protection law**. The things we and you will do include, but are not limited to,:

23.6.1. consulting the other about any notices given to a **data subject** in relation to the **shared personal data**;

23.6.2. promptly tell the other about receipt of a **data subject** rights request in relation to the **shared personal data**;

23.6.3. providing the other with reasonable help in complying with any **data subject** rights request in relation to the **shared personal data**;

23.6.4. not disclosing, releasing, amending, deleting or blocking any **shared personal data** in response to a **data subject** rights request without first consulting the other, wherever possible;

23.6.5. helping the other (at the other's cost) to respond to any **data subject** rights request and to comply with **data protection law** with respect to security,

**personal data breach** notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

23.6.6. on becoming aware of a breach of **data protection law** (whether your or our breach), notifying the other of it as soon as possible;

23.6.7. when [Our Agreement With You](#) ends, either deleting or returning the **shared personal data** (and any copies of it) received from the other, unless required by law to store it;

23.6.8. only using the platform to **process shared personal data**, to ensure that transfers to or from the other don't result in inaccuracies; and

23.6.9. maintaining complete and accurate records and information to demonstrate that you and we have complied with these provisions.

## 24. How we and you must protect each other's confidential information

24.1. Neither you nor we (the recipient) shall at any time including after [Our Agreement With You](#) ends (for whatever reason) disclose to any person any confidential information concerning the business, assets, affairs, **customers**, clients or suppliers of the other (the discloser), except:

24.1.1. to the recipient's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the recipient's rights or carrying out its obligations under or in connection with [Our Agreement With You](#). The recipient will ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the discloser's confidential information comply with this clause 24 ([How we and you must protect each other's confidential information](#)); or

24.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

24.2. The recipient shall not use the discloser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with [Our Agreement With You](#).

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