

JESS N TOM

WEBSITE TERMS OF USE

INTRODUCTION

- I. These terms of use apply to all use of the 'Jess n Tom' website.
- II. The 'Jess n Tom' privacy policy sets out how we use data relating to you and it forms a part of these terms of use. Our privacy policy can be found on our website.
- III. This constitutes a legal agreement between us and you. Please read it carefully.
- IV. These terms of use describe the terms on which you are permitted to use the 'Jess n Tom' website.
- V. Separate legal terms will apply to purchases made on the 'Jess n Tom' website.
- VI. These terms of use may change from time to time.

1. INFORMATION ABOUT HOW TO CONTACT US

1.1 Who we are. We are 'Jess n Tom' is a trading name of SMART Promotions Ltd UK, a company incorporated and registered in England and Wales with company number 05769619 whose registered office is at the address below.

1.2 How to contact us. You can contact us by writing to us by email to hello@jessntom.com or by post to SMART Promotions Ltd, Vine Cottage, The Drift, Ingoldisthorpe, Norfolk PE31 6NW

2. BY USING OUR SITE YOU ACCEPT THESE TERMS

2.1 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

2.2 If you do not agree to these terms, you must not use our site.

2.3 We recommend that you print a copy of these terms for future reference.

3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

3.1 These terms of use refer to the following additional terms, which also apply to your use of our site:

3.2 Our privacy policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

3.3 If you purchase goods from our site, our terms and conditions of supply will apply to the sales.

4. CHANGES TO THESE TERMS

4.1 We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

5. CHANGES TO OUR SITE

5.1 We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

6. SUSPENSION OR WITHDRAWAL OF OUR SITE

6.1 Our site is made available free of charge.

6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

6.4 Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

7. MATERIAL ON OUR SITE

7.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

7.2 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

7.3 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. INFORMATION ON THIS SITE

8.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

8.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

9. WEBSITES WE LINK TO

9.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

9.2 We have no control over the contents of those sites or resources.

10. USER-GENERATED CONTENT

10.1 This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

10.2 If you wish to complain about information and materials uploaded by other users please contact us.

11. LOSS OR DAMAGE SUFFERED BY YOU

11.1 Notwithstanding anything to the contrary in these terms, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

11.2 Please note that we only provide our site for domestic and private use. You agree not to use our site 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. To the maximum extent permissible at law, our aggregate

liability to you in connection with these terms howsoever arising in contract, negligence or otherwise, shall be limited to £250.

11.3 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

12. VIRUSES

12.1 We do not guarantee that our site will be secure or free from bugs or viruses.

12.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

12.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

13. LINKING TO OUR SITE

13.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

13.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

13.3 You must not establish a link to our site in any website that is not owned by you.

13.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

13.5 We reserve the right to withdraw linking permission without notice.

14. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES

14.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the

courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

14.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

SMART Promotions Ltd.

Updated, 1 April 2018

v 1.0

Jess n Tom from SMART Promotions Ltd.

Location: Vine Cottage, The Drift, Ingoldisthorpe, Norfolk PE31 6NW