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There is also an interactive format at [www.juralio.com/product-terms](http://www.juralio.com/product-terms)

# Product terms of use

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## Introduction

### 1. Who do these terms apply to?

- These terms apply contractually between
  - **JTL** - Juralio Technology Ltd, Scottish company number SC571514
  - **You** - an individual or organisation who has agreed to use the Juralio software product on these terms
- They cover your access to the Juralio software product and any related services which JTL may provide to you.
- Please note the limitations and exclusions of liability in sections 26 - 30.
- These terms don't apply to anyone else. In particular, they don't apply to anyone whose access to the Juralio software product is governed by a separate contract .

### 2. Data protection and privacy

- These terms are supplemented by a **Data Processing Agreement** and **Privacy Notice** also available on the Juralio.com website.

### 3. Amendment

- JTL may amend the terms of this agreement and related materials (such as the **Data Processing Agreement** and **Privacy Notice**). Amendments won't be retroactive.

- Please see section 42 for the amendment procedure.

#### 4. How does Juralio work?

- Juralio is a web application designed to be accessed via a browser on a tablet, laptop or larger screen.
- When you use Juralio, some files are downloaded by your browser which are necessary for it to work effectively. Please configure your browser or other settings to allow this.
- The URL for accessing Juralio is app.juralio.com
- Juralio has a multitenant architecture. There is a single software instance and a single database.
- Each Juralio customer has their own organisation within that instance. The data of each organisation is segregated from that of other organisations within the database.
- Juralio is hosted on Amazon Web Services (AWS). Data added to your Juralio organisation is stored on AWS's servers in the UK.
- See the **Data Processing Agreement** and **Privacy Notice** for how JTL handles personal information.

#### 5. No customisation

- Juralio cannot be customised for you. JTL offers standard Juralio options that can be turned on or off and welcomes ideas for further options.

#### 6. Software updates

- JTL may at any time change or update Juralio. This includes the possibility of functionality being withdrawn as well as added.

### **Do's & don'ts**

#### 7. Access to Juralio

- You have the right to create and manage individual accounts in a separate organisation within Juralio at app.juralio.com
- Individual accounts marked as 'active' by you (or by whichever individuals you grant the relevant administration permissions to) have the ability to access your Juralio organisation.
- This right is subject to your compliance with the responsibilities below.

#### 8. Prohibited conduct

You must not

- seek to undermine the security, availability or integrity of it, or of any data held on Juralio JTL's related software and systems,
- seek to access data on Juralio organisations other than the one for which you are JTL's customer unless a lawfully authorised person has given you access to it,
- use Juralio in a manner likely to impair, damage or overburden it,
- pen-test Juralio without JTL's express written permission,
- use automatic means to access Juralio other than in accordance with any API access policies which JTL may subsequently make available,
- do anything which will foreseeably incur processing costs for JTL above those resulting from your natural and reasonable use of Juralio,
- introduce or upload anything that includes viruses or other harmful code,
- add or upload anything that infringes any civil or criminal or regulatory or other law applicable to JTL or you, or the rights of others (including IP as defined in section 19),
- copy, reverse-engineer, decompile or create derivative works from the Juralio software,
- act contrary to your responsibilities in the **Data Processing Agreement**,
- sell or resell subscriptions or other access to Juralio or commercialise Juralio in any other way,
- incorporate Juralio, or any part of it, in any other software or system, or
- use Juralio to commit any fraud or unlawful act.

## 9. Other responsibilities

- It is your responsibility to manage access to your Juralio organisation, and to ensure that you only give access to people you trust.
- Juralio offers multi-factor authentication using a free authenticator app for Android phones or iPhones. We recommend that you turn this on.
- When you add people to your organisation, you will be given a choice which roles, if any, to give them. We recommend that you restrict the organisation admin role to a limited number of individuals. Among other things, this role allows people to add or remove people to and from your organisation, and to activate or deactivate their accounts.

## 10. Fair use

- JTL may impose a reasonable monthly cap on server requests and other reasonable fair use restrictions.

## 11. No account sharing

- Each individual account you create on Juralio is for the use of a single named individual. You must not encourage or allow individuals to share an account.
- If an individual no longer needs a Juralio account, you can deactivate it. No further fees will be payable beyond the end of the calendar month in which you do so, unless and until you reactivate their account.
- If account sharing occurs within your Juralio organisation in circumstances where you were aware of it, or did not take reasonable steps to prevent it, you are liable for the relevant fees as if each individual had their own account.

## 12. No sensitive personal information

- Juralio is not intended for storing sensitive personal information and you must not store such information on it. Please see the **Data Processing Agreement** for further information on this topic.

## 13. Misconduct by people with access to your Juralio organisation

- If you know or have reasonable grounds to suspect that people are using their access to your Juralio organisation to act in ways which, if authorised by you, would be a breach of your obligations to JTL:
  - You must immediately withdraw their access and take whatever other steps are reasonably necessary to stop such conduct and prevent its recurrence.
  - If you don't do so, any continuing misconduct by them will be attributable to you under this agreement.

## 14. Remedies for breach

- JTL may require you to remove information from Juralio which JTL reasonably considers to infringe the IP (as defined in clause 6 below) or other rights of others.
- If JTL reasonably considers that you have materially breached your obligations, JTL may suspend access to the relevant Juralio organisation, entirely or for particular individual accounts.
  - This may continue until JTL is reasonably satisfied that a breach did not in fact occur or, if it did, that it is unlikely to continue, or to be repeated.
  - This does not limit JTL's right to rely on the termination provisions of this agreement.
- In the event of non-payment of sums due from you to JTL, JTL may suspend access to your Juralio organisation until payment is made in full including any applicable interest.

## Financial

### 15. Free trials

- Juralio is offered free-of-charge on a 14 day trial basis. JTL may in its discretion extend the free-of-charge trial period by communicating this in writing to you. Such an extension may be granted by JTL even if the free trial period has already expired.

### 16. Pricing and payment

- Juralio is priced on the basis of the number of active individual accounts in your Juralio organisation.
- JTL uses [Stripe](#) to process payments and issue invoices.
- You must make payment using the payment card options offered (via Stripe) on the website.
- Details of current pricing (including currency and period options) are shown on the [juralio.com](#) website Pricing page.
- JTL will update its pricing from time to time but will always give you at least one month's notice before increasing your pricing.
- Payment is due by the first day of the period for which you are subscribing.
- Late payment is a material breach of this agreement.
  - It entitles JTL to terminate this agreement in accordance with clause 31 unless you remedy it within 14 days of JTL giving you notice to do so.
  - That said, JTL recognises that oversights happen. JTL's policy is to provide a 14 day grace period for resolving late payments and to notify you of the problem so that you can resolve. After that grace period, access to your Juralio organisation will be frozen and, if you still don't resolve the issue, termination is likely to follow, though JTL may exercise discretion depending on the circumstances.
  - Remember that not paying does not discharge liability to pay. Charges will continue to accrue until the agreement is terminated.
  - If you believe there is a billing error or you encounter some other problem with payment, please get in touch via [support@juralio.com](mailto:support@juralio.com)

## Service

## 17. Support

- You can contact JTL for support via the “Help” function within the Juralio software, or by emailing support@juralio.com.
- JTL will use commercially reasonable efforts to provide an initial response to support requests by email (i) same day for inquiries received before 2pm local time on a business day in Scotland (ii) otherwise, on the next business day in Scotland.
- JTL may introduce a fair use policy imposing reasonable limits on support requests.

## 18. Availability and back-ups

- JTL will use commercially reasonable efforts to ensure that the Juralio software at app.juralio.com has minimal downtime in each calendar month.
  - JTL will usually perform updates outside UK business hours and they will usually involve at most a few minutes’ downtime.
  - JTL does not offer a service level agreement but will communicate with you about it if there is any significant planned or unplanned downtime. Please get in touch via support@juralio.com if you are encountering issues accessing Juralio.
- JTL will utilise AWS’s automated data back-up services within the UK AWS region.
- While AWS is a leading infrastructure-as-a-service provider, JTL cannot guarantee an absence of AWS outages or data loss. You are advised to export data which you need to keep as a record.

## © Copyright / IP

### 19. Meaning of IP

- ‘IP’ stands for intellectual property. This is common legal terminology for copyright, patents, trademarks, design rights, trade secrets and other rights commonly regarded as intellectual property under any relevant country’s laws. It includes both unregistered as well as registered rights.

### 20. Information you add to Juralio

- JTL does not claim any intellectual property or other rights in information by virtue of its being added or uploaded to your Juralio organisation.
- This includes any templates which you may create within your Juralio organisation. JTL makes no claim to IP in respect of such templates, but it is your responsibility to ensure that you have any relevant IP-related agreements in place with individuals you allow to create such templates.

- JTL may require you to remove information from Juralio which infringes the IP or other rights of others.

## 21. Juralio IP assets

- Juralio IP assets are defined as
  - the Juralio software
  - its source code, object code, user interface or designs
  - its knowledge base
  - templates which JTL makes available in your Juralio organisation
  - the Juralio website and material found on
- You do not claim any IP or other rights in the Juralio IP assets
- You acknowledge that JTL or its parent company Juralio assert IT and other rights in Juralio IP
- You must not copy, distribute, reproduce, modify, decompile, disassemble, make derivative works from, or attempt to reverse engineer, the Juralio IP assets or any part of them or any related IP
- JTL is under no obligation to provide you with any source code.

## 22. Juralio community templates

- The community templates which JTL makes available in your Juralio organisation are licensed to you on [Apache 2.0 terms](#).
  - *Note: please see that link for full details but, in summary, this is a permissive open source licence which allows you to use the content of those community templates for any purpose. This includes re-publishing, so long as you attribute the copyright owner - who may be JTL or another person, depending on the community template in question.*
- Note that liability is disclaimed and excluded in respect of such templates. See the Apache 2.0 terms and also section 29 of this agreement.

## Security

### 23. Confidentiality obligations

- Each party will treat as confidential and take reasonable steps to prevent disclosure of information disclosed by the other party which is reasonably to be regarded as confidential to the disclosing party.

### 24. Exceptions from confidentiality

- A party may disclose and use information which would otherwise be within the scope of the above confidentiality obligation if

- it has become publicly available other than by reason of a wrongful act or omission of that party or a connected person;
- it does so in confidence to its professional advisers or auditors where reasonably necessary to fulfil their responsibilities; or
- this is legally required under an order, subpoena, warrant or other legally binding requirement of a court or other competent authority.

## 25. Information security

- JTL's parent company Juralio Ltd maintains an information security management system (ISMS) consistent with that company's ISO 27001 certification. That ISMS is designed to maintain the confidentiality, integrity and availability of information, including that held on the Juralio software.
- JTL operates consistently with that certification and system and will continue to do so.
- JTL will promptly
  - notify you of any loss of ISO 27001 certification by Juralio Ltd,
  - notify you of any material reduction in the level of assurance provided by the ISMS,
  - notify you of any information security incident which JTL or Juralio Ltd know or ought to know about which jeopardises the confidentiality, integrity or availability of information relevant to you;
  - provide reasonable assistance and co-operation to help you understand and mitigate any material harm or risk resulting from such a loss, reduction or incident.
- Please contact JTL for a copy of the current ISO 27001 certificate.

## Exclusions

### 26. Liability caps

- The total aggregate liability of JTL (whether for breach of contract, negligence, misrepresentation, tort, restitution or otherwise) arising out of or in connection with this agreement must not exceed a sum equal to the higher of:
  - the aggregate of fees payable by you to JTL in respect of the twelve months prior to (i) the breach or act in question or (ii) if the breaches or acts are related, the latest of the breaches or acts in question; or
  - £10,000.

- However, the limit of such total aggregate liability for breaches of section 26 (information security) or of the **Data Processing Agreement**, will be the higher of three times the amounts indicated above.

## 27. Exclusions for certain types of loss and damages

- JTL will not have any liability arising out of or in connection with this agreement, or the **Data Processing Agreement**, for
  - loss of profit, business, anticipated savings, opportunity, reputation or goodwill,
  - indirect or consequential loss, or
  - punitive or exemplary damages.

## 28. Force majeure

- JTL will not be liable for any problem, failure or delay in performance of any of JTL's obligations under this agreement or the **Data Processing Agreement** caused by any event or circumstance beyond JTL's reasonable control. This includes the actions or omissions of JTL's reputable suppliers, including AWS and relevant sub-processors.

## 29. Disclaimers

- To the extent permitted by law, the parties each disclaim any implied, statutory or other terms, warranties, conditions, representations or undertakings not expressly stated in this agreement or in the **Data Processing Agreement**.
- JTL does not assume any legal responsibility
  - to anyone other than you, or
  - for advice given to you, other than under a separate written contract for such advice.
- JTL, and those who provide community template content, and who link it to other content, do not assume legal responsibility to you or anyone else for any such content. Such content
  - illustrates possible processes and related topics for you to take inspiration
  - does not seek to be comprehensive
  - may contain errors or omissions
  - may not be up to date
  - is not legal or professional advice, and you should not rely upon it - you should seek qualified advice on the topic covered by a particular

template or its linked content if you are unable to assess its suitability and limits for yourself.

Note also that community template content is licensed on [Apache 2.0 terms](#), sections 7 and 8 of which contain further limitations and disclaimers of liability in addition to the above.

- This agreement and the **Data Processing Agreement** do not confer rights upon, and are not enforceable by, anyone other than JTL and you. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

### 30. Exceptions

- No liability caps or exclusions of liability apply in respect of
  - negligence causing death or personal injury,
  - fraud or fraudulent misrepresentation or dishonesty,
  - payment of fees and other charges by you to JTL, or
  - any costs orders in arbitration and court proceedings.

## Termination

### 31. Termination for non-payment

- If you do not make timely payment of sums due to us under this agreement, JTL will ordinarily allow you to retain full access to Juralio for a grace period of 14 days. JTL may revoke that grace period if it has reason to believe that you do not intend, or are unable, to pay.
- If you still have not made payment in full within that 14 day grace period, or if JTL has revoked the grace period, JTL may restrict your access to Juralio (e.g. the ability to view and download content, and to carry out some admin functions) for a further period determined by JTL.
- If payment is overdue for more than 14 days, JTL may (while payment remains overdue) terminate this agreement with immediate effect by notice to you.

### 32. Termination following free trial

- If you do not take out a paid subscription at the end of a free trial (including any extension granted under section 15), JTL will restrict your access to Juralio to admin, view-only and download functions (so that you cannot edit or update Juralio content).

- If you still have not taken out a paid subscription within 30 days after such restriction is implemented, this agreement terminates automatically at the end of that 30 day period.

### **33. Termination on one month's notice**

- JTL or you may each terminate this agreement, and your access to Juralio, at any time by giving one month's notice to the other party.

### **34. Termination for breach of this agreement**

- JTL or you may each terminate this agreement immediately by notice if the other party commits a material breach (including non-payment of fees) of this agreement which is
  - incapable of remedy or
  - has not been remedied within 14 days after notice to do so

### **35. Termination in the event of liquidation etc**

- JTL or you may each terminate this agreement immediately by notice if a liquidator, trustee in bankruptcy or administrator or administrative receiver (or a substantially similar officer) is appointed in respect of the business or affairs of the other party. This right to terminate lapses if not exercised before that appointment comes to an end.

### **36. Effect of termination**

- Termination does not extinguish fees, charges and liabilities accrued prior to termination.
- Your right to access Juralio comes to an end upon termination.
- JTL will delete the data on your organisation after termination. The applicable time periods and process are:
  - JTL will retain the data for 90 days after termination.
  - During that period, JTL will give you access to your organisation solely for the purpose of exporting data from it, if you request this.
  - After that 90 day period has come to an end, JTL will delete the data no longer than 180 days after termination.
  - If your organisation was set up on a non-paid basis (for example, it was early access or a free trial) then a period of 30 days will apply instead of 90 days, and a period of 120 days will apply instead of 180 days.
- Sections 18-22 (intellectual property), sections 23-24 (confidentiality) and sections 37-44 (other legal topics) will survive termination in so far as relevant.

- The **Data Processing Agreement** will remain in effect in so far as relevant, for as long as JTL processes personal data on your behalf.
- If you give one month's notice of termination under section 33 within one month of an amendment to this agreement or the **Data Processing Agreement** taking effect under section 42 then you may, in giving that notice, choose for the amended terms in question not to apply to you.

## **And finally...**

### **37. Governing law**

- English law governs this agreement, the **Data Processing Agreement** and related non-contractual issues.

### **38. Dispute resolution**

- All disputes arising out of or in connection with this agreement or the **Data Processing Agreement** must be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules.
- The legal place of arbitration will be London, but all hearings will be online unless the tribunal determines that there are exceptional reasons to hold a particular hearing in person.
- The arbitration will be conducted in English.

### **39. Notices**

- Any notice under this agreement or the **Data Processing Agreement** may be given by sending an email to JTL at info@juralio.com and to you at the email address or addresses associated with any one or more of your organisation administrator accounts.
- Notices are considered to be received on the next business day (according to the practices of the country of the recipient's registered office address) after the day of sending by email.

### **40. Instructions on your behalf**

- JTL may take instructions on issues relating to your Juralio organisation, information stored on it, this agreement or the **Data Processing Agreement** via the email address associated with the organisation administrators of the Juralio organisation in question.
- Without accepting any obligation to do so, JTL may in its discretion seek evidence of the identity or authority of any person claiming to give instructions to JTL.

### **41. Documentation of agreement**

- This agreement and the **Data Processing Agreement** comprise the entire agreement and understanding between the parties on their subject matter.
- In entering into this agreement and the **Data Processing Agreement**, neither party relied upon any representation not expressly set out in this document. This does not exclude any liability for fraud.

#### 42. Amendments

- JTL may amend or replace the terms of this agreement and related materials (such as the **Data Processing Agreement** and **Privacy Notice**). Amendments won't be retroactive.
- The amendment procedure is as follows:
  - JTL will publish the amended or replacement terms or documents on its website including an indication of the version date.
  - JTL will ordinarily seek to notify you via the email addresses of your Juralio organisation administrators of the changes.
  - If you are a paying customer of JTL, we will aim to publish and give notice of at least one month before the terms come into effect for you. However, JTL may make amendments with immediate effect, or with a shorter notice period, if JTL believes that this is reasonably required.
  - If you find a change unacceptable, your remedy is to terminate this agreement by giving one month's notice to do so under section 31.
  - JTL will make previous versions of the terms available to you.
- No amendment or variation will be legally effective unless the above procedure has been followed or (exceptionally) it has been agreed in a document signed by a director of JTL.

#### 43. Partial invalidity and no partnership etc

- If any term is invalid or cannot be enforced, the other terms remain valid and enforceable.
- Nothing constitutes a partnership, joint venture, employment, agency or fiduciary relationship between the parties, or between any persons associated with either party.

#### 44. Non-transferable

- You may not assign or transfer any or all of your rights or obligations under this agreement or the **Data Processing Agreement**.