

# Terms & Conditions

To use Gig Juice Limited software you must agree to these terms & conditions. By signing up for the service, you agree to be bound by these terms & conditions and acknowledge that any violation of the terms outlined below may well result in the termination of your account.

## The Service

Gig Juice Limited is a UK entity and will be referenced as 'GJ' in these terms and conditions.

The service is provided on an "as is" and "as available" basis.

## General Terms

You must be 18 years of age or over to use GJ software.

Your account information must be up-to-date at all times. This includes your e-mail address as well as any other information gathered during the sign-up process.

You are responsible for ensuring your login information is kept secure. GJ takes no responsibility for any loss or damage as a result of a security lapse in this manner.

GJ does not guarantee the service will meet your requirements, be available 100% of the time or be bug free.

You understand and will not hold GJ responsible for any loss or damage incurred to you by using GJ software. This includes, but not limited to, loss of profits, goodwill, data or other intangible losses.

Support is only provided to paying account holders with no guaranteed response times.

GJ reserves the right to remove any information which we consider to be unlawful, offensive, threatening, libellous, defamatory, pornographic or otherwise objectionable.

GJ reserves the right to remove any information which violates the intellectual property of a third party.

You may not use your account to send unsolicited emails or messages.

Uploading of viruses to our service is forbidden and will result in the file being removed and possible account termination. However, we are sympathetic to users who upload an infected file by accident and will do our best to assist in these situations.

The failure of GJ to enforce any right or provision of these terms & conditions shall not constitute a waiver of such right or provision. The terms and conditions constitute the entire agreement between you and GJ and governs your use of the GJ software, superseding any prior agreements between you and GJ (including, but not limited to, any prior version of the terms and conditions).

These terms & conditions shall be governed by and construed in accordance with English law. Both parties agree that the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise in GJion with the terms & conditions.

GJ reserve the right to change these terms & conditions at any time.

GJ takes no responsibility for your Internet GJion but will help in ensuring you get the best performance from the product.

## Copyright Conditions

All GJ product design and UI are copyright © Write Software Company Limited. All Rights Reserved.

You may not copy or duplicate any part of the interface or use the CSS documents or Javascript files in another commercial application.

All account information entered or uploaded into your account is owned by you and/or your company. This includes all data which are stored on the GJ cloud. You may request a copy of such data at any time. Please see our privacy policy on the website.

## **Force Majeure**

GJ shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of GJ Ltd or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration.

## **Pricing, Payment and Cancellation Terms**

The GJ software is charged as advertised on the product or company website.

GJ reserves the right to change pricing at any time. Notice of this shall be provided on the GJ website.

The service is billed in advance on a monthly, quarterly or annual basis and is non-refundable. There will be no refunds for unused services.

You can cancel your account at any time by emailing the GJ support address [support@gigjuice.com](mailto:support@gigjuice.com). This is the only acceptable way to cancel your account, we cannot accept cancellation requests by telephone for security reasons.

Accounts will be suspended if payment is not made within 7 days of the account's renewal date. Accounts may be cancelled and all data removed from our systems if payment has not been received within 90 days of account expiry.

Once your account has been cancelled you will not be charged again. GJ will generate the full invoice automatically 14 days prior to your renewal date. Issuing a chargeback against any payments taken by us will result in an immediate account suspension or cancellation.

## **Refund Policy**

We do not offer refunds on any of our packages (unless it is our mistake). You pay for what you use, you can cancel at any time. In exceptional circumstances, refunds are given at the discretion of the management.

## **Excessive Bandwidth Usage**

Each account is permitted to use the average usage for all accounts on the same package (as determined by GJ). If you exceed this, you will be notified by e-mail and we will work with you to resolve the situation.

## **Storage Space**

GJ permits up to 100Mb of upload storage space unless otherwise stated on the our web site.

## **Hardware, hosting & networking**

GJ uses UK based cloud servers to host all our services.

## **Content**

The GJ service is based on users uploading their own material as such GJ take no responsibility for the content. However if the content is abusive, racist or unsuitable we will take it down.

## **Purchases**

Any purchases made via the platform for none GJ services will be paid to the appropriate party after 7 days less GJ commission.

## **Feedback**

Please send any comments, suggestions or complaints to [feedback@gigjuice.com](mailto:feedback@gigjuice.com)