

## **Terms of Use (the “Terms”)**

We are Piddington Jam LTD, a registered company in England and Wales and a registered address at 13 ST JOHN'S TERRACE, LONDON, SE18 7RT, the United Kingdom (hereafter “**Piddington Jam LTD**”, “**we**” or “**us**”). We have a UK VAT number of 204971611.

These Terms set out the terms between you and us when you access our website <http://www.piddingtonjam.co.uk> and [www.piddingtonjam.com](http://www.piddingtonjam.com) (the “**Website**”). These Terms apply to all users of, and visitors to, the Website. Your use of the Website means that you accept and agree to abide by these **Terms** and our **Privacy Policy** at [www.squarespace.com/privacy](http://www.squarespace.com/privacy) and our **Cookies Policy** at [www.squarespace.com/privacy/](http://www.squarespace.com/privacy/), which are deemed to form part of these Terms. These Terms take effect from the date of your first use of the Website.

### **1. Your use of the Website**

1.1. You may not use the Website:

- a. to send or post any harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- b. in any way that is fraudulent, false, deceptive, misleading, or deceitful, or has that purpose or effect;
- c. to interfere with any other person’s use or enjoyment of the Website;
- d. to send or post any materials which contain viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or code design to adversely affect the operation of any computer software or hardware;
- e. to send or post any unsolicited or unauthorised advertising or promotional materials (e.g. spam);
- f. in any way that constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- g. in any way that infringes any patent, trade mark, trade secret, copyright or other intellectual property or proprietary rights of any party, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships.

1.2. You may not deploy within our Website any bot, spider, web crawler or other automated query program at any time for any reason. We prohibit scraping, crawling, caching or otherwise accessing any content on the Website. The use of automated systems or software to extract data from the Website for commercial purposes, (‘screen scraping’) is prohibited unless you have a written license agreement with **Piddington Jam LTD** in which permits you to do so.

1.3. Except in relation to reviews which you post and personally identifiable information (which is covered under our **Privacy Policy**) any material you send or post to the Website shall be considered neither confidential nor proprietary. We shall have no obligations with respect to such material and shall be free to host, display and otherwise use such material for any purpose anywhere in the world.

### **2. Intellectual Property**

2.1. The Website and its content (including all articles, photographs, images, text, fonts and designs) is owned by us and our licensors (unless indicated otherwise) and is protected by copyright, trade marks (both registered and unregistered), database rights, design rights and other intellectual property rights.

- 2.2. You may view, retrieve and display the content of the Website on a computer screen or other device which connects to the internet or print one copy of such content for your own personal, non-commercial use, provided you;
  - a. keep intact all and any copyright and proprietary notices; and
  - b. do not otherwise reproduce, copy, distribute, resell or otherwise use it for commercial purposes.
- 2.3. If you wish to reproduce any of our Website content commercially (including as part of any company website) please contact us at [catherine@piddingtonjam.co.uk](mailto:catherine@piddingtonjam.co.uk) Permission to reproduce any of our content is at our sole discretion.
- 2.4. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **3. Our Liability**

- 3.1. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; (B) FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LOSS OR DAMAGE FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED BY LAW.
- 3.2. Subject to clause 3.1, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR MANAGEMENT TIME ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software
- 3.3. Subject to clause 3.1, the content of this Website does not constitute professional advice or detailed guidance. The content on our site is provided for general information only. While we try to ensure that content on the Website is correct, reputable and of high quality, WE GIVE NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE CONTENT AND AS TO WHETHER THE CONTENT IS ACCURATE COMPLETE OR CURRENT. WE SHALL NOT BE LIABLE FOR ANY RELIANCE PLACED ON ANY OF THE CONTENT ON THE WEBSITE BY YOU OR ANY THIRD PARTY.
- 3.4. The Website may contain links to other websites or material that are beyond our control. Subject to clause 3.1, WE ARE NOT RESPONSIBLE FOR THE CONTENT ON ANY THIRD PARTY WEBSITE.
- 3.5. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with applicable laws and industry codes of practice. Subject to clause 3.1, WE WILL NOT BE LIABLE TO YOU FOR ANY ERROR OR INACCURACY IN ADVERTISING AND SPONSORSHIP MATERIALS OR FOR ANY LOSS OF ANY KIND WHICH YOU SUFFER AS A RESULT OF SUCH ADVERTISING OR SPONSORSHIP.
- 3.6. You acknowledge that the above exclusions and limitation of liability are reasonable the nature of the Website.

4. **Availability of the Website:** We make no promise that the Website will meet your requirements. We cannot guarantee that the Website will be fault-free. If a fault occurs with the Website you should report it to [catherine@piddingtonjam.co.uk](mailto:catherine@piddingtonjam.co.uk) and we will attempt to correct the fault as soon as we reasonably can. Your access to the Website

may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the Website as soon as we reasonably can.

## **5. General Terms**

- 5.1. We may update these Terms from time to time for legal or regulatory reasons or to allow the proper operation of the Website. Any changes will be notified via a suitable announcement on the Website. The changes will apply to the use of the Website after we have given notice. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms.
- 5.2. You may not assign any of your rights or transfer any of your obligations under these Terms to any other person.
- 5.3. If we decide not to exercise or enforce any right that we have against you at a particular time, this does not prevent us from later deciding to exercise or enforce that right.
- 5.4. We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.

## **6. Law and Jurisdiction**

- 6.1. These Terms and any dispute arising out of or in connection with these Terms and your use of the Website shall be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to commence court proceedings, you must do so in the courts of England and Wales.
- 6.2. We make no promise that materials on the Website are appropriate or available for use in locations outside the United Kingdom, and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this Website from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## **7. Unsolicited Ideas; Users Submissions**

- 7.1 We always welcome consumer feedback and appreciate your interest in sharing your thoughts with Us. However, it is our policy not to accept or consider unsolicited ideas from outside our company, including ideas for new or improved products or packaging, technologies, product names, or promotion or marketing strategies. Our research and technical staff continuously work to improve our products and methods and develop new products. The development process for new items may continue for several years before being introduced to our customers.
- 7.2 Should you submit an idea to Us, despite our policy, We will treat the information as non-confidential and non-proprietary and We will be free to use the information for any purpose and will not be obligated to return or acknowledge receipt of your submitted information. Without limiting the previous paragraph, all postings, remarks, suggestions, ideas, graphics, or other information that you communicate to Us through the Website becomes and remains our property. Accordingly, you agree that
  - a. We will not treat any such submission as confidential,
  - b. You cannot sue Us or initiate any action against Us for using the ideas you submit

(including, but not limited to, product or advertising ideas)

c. We do not have to pay you or anyone else if We use your submission or anything similar, and

d. We will have exclusive ownership of all present and future rights to submissions of every kind, and that We can use them for any purpose, without compensating you or anyone else for them.

7.3 You further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Us all of the rights granted herein.

7.4 We do not endorse any material you submit and We expressly disclaim any and all liability in connection therewith. We do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and We will remove all Content and submissions if properly notified that such Content or user submission infringes on another's intellectual property rights (see section immediately below). We reserve the right to remove Content and user submissions without prior notice.

7.5 We reserve the right to decide whether Content or a submission is appropriate and complies with these Terms of Use for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material.

7.6 We may remove any submissions, and take any preventative measures We feel appropriate in our sole discretion, including but not limited to, terminating or blocking access to the Website, where such material is in violation of these Terms of Use at any time, without prior notice and at our sole discretion.