



Community Portal

Terms of Use

Community Portal Terms of Use

The following terms of use (“terms”) issued by Jadu Limited of Universe House 1 Merus Court, Meridian Business Park, Leicester, LE19 1RJ company number 04643244 (“Jadu”) apply to the Web portal “Community Portal” and its entire contents located at <http://community.jadu.net>

1. Acceptance and updating of terms

1.1 You accept the terms by either clicking to agree or accept where these options are presented to you, or by your use of Community Portal. For the avoidance of doubt, this includes using the contents including any forms. If you agree to these terms on behalf of a business or any other entity, you represent and warrant that you have the authority to bind that business or entity to these terms and your agreement to these terms will be treated as the agreement to the business or entity. In that event, “you” and “your” will refer and apply to that business or entity. By accessing any part of the Community Portal, you shall be deemed to have accepted these terms in full and those of Jadu’s [privacy policy](#). If you do not accept these terms in full, you must not use and must leave the Community Portal immediately.

1.2 Jadu may revise these terms at any time by updating this posting. You should check the Community Portal from time to time to review the then current terms, because they are binding on you. Certain provisions of these terms may be superseded by expressly designated terms located on particular pages in the Community Portal.

2. Term and termination

2.1 You may use the contents of the Community Portal (including forms) for so long as the Community Portal service is operating. The Community Portal service will run until 31st October 2020 and any forms in use will continue to be available and hosted during this period subject to these terms. Jadu may extend use of the Community Portal service beyond this date at its discretion depending on the continuing COVID-19 pandemic crisis.

2.2 Upon termination of the Community Portal service, all contents (including forms) and any information or data contained within them shall be removed and deleted.

2.3 Jadu reserves the right to suspend or remove the operation or availability of any contents (including forms) on Community Portal.

2.4 If you breach any of these terms, your permission to use the Community Portal service shall be terminated immediately upon written notification of the same and you must immediately cease use of the same.

3. Terms of use, disclaimer and liability

3.1 Use of the Community Portal and the forms is free of charge. The Community Portal (including all contents on it) is provided on an “as is” and “as available” basis and Jadu makes no representations, guarantees or warranties of any

kind, either express or implied, including without limitation, warranties as to quality, suitability for any purpose, compatibility, reliability, accuracy, completeness, timeliness, access or use. It is your responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of the Community Portal, its contents and any information contained therein. Jadu accepts no responsibility and makes no representations, guarantees, or warranties that the Community Portal (including its contents) will operate continuously, without interruptions or be fault-free. Jadu may need to make the Community Portal (including its contents) unavailable with or without notice to carry out maintenance or upgrade work. Jadu accepts no liability for any interruption or loss of service.

3.2 Any contents including, but not limited to forms provided on the Community Portal are intended for use by you for the specific purposes of managing and coordinating efforts in response to the COVID-19 pandemic crisis and shall not be used for any commercial purposes unconnected with this intended purpose. The contents on the Community Portal are generic and therefore may not be accurate or complete, or specific to meet your exact requirements and Jadu shall not be liable for any losses suffered as a result of you relying on such contents.

3.3 Contents and other information provided on the Community Portal are intended to facilitate the support of efforts in managing and coordinating services in response to the COVID-19 pandemic crisis and, whilst displayed and provided in good faith, Jadu will not in any circumstances accept responsibility for their accuracy of such content or information or the availability of either on the Community Portal and its contents (including, but not limited to forms provided using Jadu hosted services) which are used by you. For the avoidance of any doubt, Jadu accepts no responsibility for any loss or damage suffered by you (or any third party) howsoever arising in relation to your completing or submitting forms or receiving notification by email of such data contained in the forms.

3.4 It is your responsibility to satisfy yourself as to the accuracy of any contents displayed or made available for your use on the Community Portal and to ensure the use and availability of the same is understood by you where any contents are used by you.

3.5 Nothing in these terms excludes or limits Jadu's liability for death or personal injury arising from Jadu's negligence, or Jadu's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

3.6 To the extent permitted by law, Jadu excludes all conditions, warranties, representations or other terms which may apply to Community Portal (including all contents on it), whether express or implied.

3.7 Jadu will not be liable to any user of the Community Portal (including the contents on it) for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Community Portal; or
- use of, or reliance on, either the contents or the availability of any contents displayed on the Community Portal; or
- any use by you of any of the contents of the Community Portal.

Jadu will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

3.8 Jadu assumes no responsibility for the content of third party websites linked to on the Community Portal. Such links should not be interpreted as endorsement by Jadu of those linked websites. Jadu will not be liable for any loss or damage that may arise from your use of them. Links to third party websites on the Community Portal are provided solely for your convenience. If you use these links, you leave the Community Portal. Jadu has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. Jadu therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Community Portal, you do so entirely at your own risk.

4. Indemnification

4.1 You agree to indemnify, defend and hold Jadu and its affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party due to or arising out of your use of the Community Portal (including all contents on it), the violation of these terms by you, or the infringement by you of any intellectual property or other right of any other person or entity.

5. Viruses

5.1 Jadu does not guarantee that the Community Portal (including all contents on it) will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programme and platform in order to access and use the Community Portal (including all contents on it) . You should use your own virus protection software. You must not misuse the Community Portal (including all contents on it) by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Community Portal (including all contents on it), the server on which the Community Portal (including all contents on it) are stored or any server, computer or database connected to the Community Portal (including all contents on it).

5.2 Jadu will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Community Portal (including all contents on it), or on any website linked to it.

6. Intellectual property

6.1 Unless content on the Community Portal is specifically stated to be otherwise, Jadu is the owner or licensee of intellectual property rights in the Community Portal and any content on it, any database operated by Jadu, any proprietary software utilised by Jadu to enable you to use this Community Portal (including all contents on it) ("*Software*") and the underlying source code. Much of this information and content is protected by copyright, trade mark, database rights, design rights (including in the "look and feel" and other visual or non-literal elements), and/or other intellectual property rights (whether registered or unregistered). Jadu's logos, together with Jadu's trademarks and/or service marks, may not be copied or reproduced without Jadu's prior written consent. All rights are reserved.

6.2 Jadu grants you a non-exclusive, non-transferable licence to use the Software solely in executable form and only to the extent necessary for use of the Community Portal (including all contents on it), and for no other purpose. You may use Community Portal (including all contents on it) to facilitate your transactions and correspondence in relation to matters specifically set out therein in accordance with these terms.

6.3 You must not use an automated program (including, without limitation, any web-crawling or screen-scraping software or any equivalent technology or techniques), to access the Community Portal (including all contents on it) for the purpose of collecting, obtaining and/or accumulating (or other similar activity) data or content in the Community Portal (including all contents on it). Any such use of an automated program is prohibited and shall be a breach of these terms.

6.4 You may not reproduce, republish, transmit or distribute any material, information or content on this Community Portal save as expressly granted in these terms without Jadu's prior written consent. However, you are granted a limited right to access and use the Community Portal (including all contents on it) to the extent necessary for use of the Community Portal (including all contents on it) in accordance with these terms. Jadu reserves the right, in its sole discretion and without notice to you, to terminate your licence and to prevent future access by you to this Community Portal (including all contents on it).

7. Data protection

7.1 For the purpose of this clause the following definitions shall apply:

- "Controller" is defined in the Data Protection Legislation
- "Data Subject" is defined in the Data Protection Legislation;
- "Data Subject Rights" means the rights of Data Subjects set out in Chapter III of the GDPR;
- "Data Protection Legislation" means the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the Privacy and Electronic Communications Regulations 2003, and (in each case) any successor legislation enacted in the United Kingdom;
- "Personal Data" is defined by the Data Protection Legislation;
- "Processor" is defined in the Data Protection Legislation; and
- "Service" is defined as the provision of contents including but not limited to forms supplied and hosted by Jadu on the Community Portal and used by you for the purpose set out in these terms.

7.2 When you use the contents on the Community Portal, any data including Personal Data you enter into the contents (including but not limited to forms) will be processed by Jadu. Jadu's [privacy policy](#) shall apply and sets out the wider information Jadu, collects, uses, retains and discloses when you use the Jadu websites including the Community Portal. The privacy policy also sets out your rights in relation to your Personal Data. If you are a citizen using content (including forms) on the Community Portal to provide information, including Personal Data to a Local authority, you will be deemed to be the Data Subject, the Local Authority will be the data Controller and Jadu will be the data Processor principally because Jadu has no scope to use the data for any of its own purposes.

7.3 The Personal Data Jadu collects from you specifically in relation to the Service are either; (a) the details you provide in the request form to register use to receive data from forms submitted ("registered user"), so for example, a Local Authority wishing to refer its citizens to such a form on the Community Portal for them to complete and return to it; or (b) any data or information you enter into the contents (including but not limited to forms). In the former case, Jadu needs to collect this information in order to know who has registered to use the Service, and in the latter case, Jadu will temporarily store in order to transmit the information and data in the contents (including forms) to the registered user being the intended recipient in order for the Service to operate.

7.4 The legal basis for processing Personal Data for the operation of the Service is your consent. This is provided by your registered use and/or use of the Community Portal. The data Jadu collects will only be shared with the intended recipients of the contents (including forms) when you submit the same via the Community Portal. It may also be shared with our technology suppliers, for example our hosting provider. Jadu will not sell or rent data to third parties or share your data with third parties for marketing purposes. Jadu will share your data if it is required to do so by law, for example, by court order, or to prevent fraud or other crime. The Service is designed for use by adults and is not designed for, or intentionally targeted at, children and on that basis, Jadu does not intentionally collect or maintain such data.

7.5 Jadu designs, builds and runs the Service to make sure that your data is as safe as possible whilst it is processed. All Personal Data processed using the Service is stored in the UK and European Economic Area. Jadu is committed to doing all that it can to keep your data secure. Jadu has set up systems and processes to prevent unauthorised access or disclosure of your data, for example, Jadu protects your data using varying levels of encryption. Jadu also makes sure that any third parties that it deals with keeps all personal data they process on Jadu's behalf secure.

7.6 You warrant and represent that, for this Personal Data provided to Jadu directly or indirectly in the contents on the Community Portal (including but not limited to forms) relating to any individual, you have obtained that individual's consent to (i) process, use and store that Personal Data for the purpose of providing of the Services and (ii) transmit that Personal Data to Jadu and other third parties (including Jadu's third party data subprocessor hosting provider Amazon Web Services EMEA SARL) to process, use and store for the purpose of providing the Service.

7.7 The categories of Personal Data to be processed by Jadu and the processing activities to be performed within the Services are:

Subject matter:

Personal Data used for the Service.

Duration:

Personal Data will only be held in the forms or such other contents on the Community Portal by Jadu whilst the forms (or such other contents) are being completed and once the forms (or such other contents) have been submitted by you, the Personal Data is deleted after it has been emailed to the recipient, being the registered user.

Nature and purpose of processing:

The Community Portal enables you to complete contents including forms for the licensed purpose set out in these terms and will require Personal Data to be temporarily collected and stored until contents including forms are submitted whereupon the data will be deleted.

Types of personal data being processed:

Names, addresses, telephone numbers, email addresses and other personal identifying data.

Categories of data subjects:

Users of the Community Portal and users that complete and submit the contents (including forms) on the Community Portal.

8. General

8.1 The headings in these terms are solely used for convenience only. You may not assign or delegate any or all of

your rights or obligations under these terms. Jadu may assign any agreement under these terms at any time without notice to you. Jadu's delay or failure to exercise or enforce any right or provision of these terms shall not constitute or be construed as a waiver of such right to act. Jadu shall not be responsible for any breach of these terms caused by circumstances beyond Jadu's control. Nothing in these terms shall be construed to create a joint venture, partnership, or agency relationship between you and Jadu, and neither you nor Jadu shall have the right or authority to incur any liability, debt, or cost, or enter into any contracts or other arrangements, in the name of or on behalf of the other.

9. Governing law and jurisdiction

9.1 These terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts although Jadu may take action to enforce its intellectual property rights in any relevant jurisdiction. If any provision of these terms is found to be unenforceable, it will be replaced with a provision reflecting the intent of the original provision.

These Terms of Use were last updated 7th April 2020

