

TERMS AND CONDITIONS

Welcome to Jaspiapp!

Jaspiapp is owned and operated by Jaspi Company LTD.

These are the terms and conditions for:

- <https://jaspiapp.com>
- **Jaspiapp App (Android and iOS version – Available on Google Play and App store)**

By accessing and using the services, downloading the application, registering as a Seller or Buyer user, purchasing a product as a Buyer and using the website and application in general, you agree to be bound by these terms and conditions and our Privacy Policy. In these terms, "we", "us", "our" and Jaspiapp refer to Jaspiapp and "you" and "your" refer to you, the Jaspiapp user.

The following terms and conditions apply to the website, application and services offered by Jaspiapp. This includes the mobile and tablet versions as well as any other version of Jaspiapp accessible via desktop, mobile, tablet, social media or other devices.

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY PRODUCT, INFORMATION OR SERVICE FROM "JASPIAPP".

1. ACCEPTANCE OF TERMS

This agreement sets forth legally binding terms for your use of Jaspiapp. By using Jaspiapp, you agree to be bound by this agreement. If you do not accept the terms of this agreement, you should leave Jaspiapp and discontinue use of the platform immediately. We may modify this agreement from time to time, and such modification shall be effective upon its posting on Jaspiapp. You agree to be bound by any modification to this agreement when you use Jaspiapp after any such modification is posted; it is therefore important that you review these terms regularly.

You represent and warrant that your use of the platform does not violate any applicable law or regulation. Jaspiapp may, in its sole discretion, refuse to offer the services to any entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service and the platform is revoked in such jurisdictions.

2. ELIGIBILITY

You may use the services only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The purchase and sale of products available through this platform are for persons 18 years of age or older. The sale and purchase of the products available on this platform is prohibited for

persons under 18 years of age. Any violation of this provision may result in the termination of the user account.

By registering and using the website and application, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

3. USERS

If you wish to become a user, you must read this agreement and indicate your acceptance during the registration process, for the purpose of publishing and offering products, properties, goods and works through the platform.

Users can offer and sell their products, properties and goods on the platform through the following categories:

- Home & Garden
- Baby & Children
- Sport & Fitness
- Clothing & Jewellery
- Property
- Cars & Vehicles

In consideration of your use of the platform as a user, you represent that you are of legal age to form a binding contract under the laws. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on Jaspiapp and (b) maintain and promptly update your registration data to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Jaspiapp reserves the right to suspend or terminate your account and refuse any and all current or future use of the service (or any portion thereof) at any time and without any notification.

4. ACCOUNT

If you register on Jaspiapp, you will be required to choose a password and username, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Jaspiapp of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another User's account without prior authorization from Jaspiapp. Jaspiapp will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing Jaspiapp with your email address, you consent to our use of such email address to send you notices regarding the service, including those required by law. We may also use your

email address to send you other messages, such as changes to service features and special offers. If you do not wish to receive such e-mails, you may opt-out of receiving them via the contact information. Opting out may prevent you from receiving emails about updates, upgrades or offers.

5. ACCOUNT DELETION AND TERMINATION

The users may terminate their accounts any time, for any reason, by following the instructions on Jaspiapp. That termination will only result in the deletion of the account and the deletion of all the personal data granted to Jaspiapp.

Jaspiapp reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if Jaspiapp believes that you have breached any of these terms, furnished Jaspiapp with false or misleading information, or interfered with use of the platform or the service by others.

6. PAYMENTS

All transactions made through the platform, will be made through credit and debit card, bank transfer and PayPal (payment platform available in Jaspiapp) and will be handled securely.

The payment will be charged to the user's credit or debit card immediately after the transaction is made. When processing a transaction, we will issue an electronic transaction receipt that will be sent to the user's email address.

The payment information will be treated and safeguarded in complete security and for the sole purpose of processing transactions through the platform. Jaspiapp reserves the right to contract any payment platform available in the market, which treats your data with the exclusive purpose of processing transactions through the platform.

Users reserve the right to determine the price of their products, properties and goods. Jaspiapp will make reasonable efforts to keep the price information published on the platform up to date. We encourage you to check our platform periodically for current pricing information. Will always try to make sure that the prices on the platform is accurate. However, some errors in terms of price may occur from time to time, including but not limited to human error, mechanical error or the like. Should an error in pricing be discovered, the user will be informed of such error.

7. PROHIBITED ITEMS

Registered users will be prohibited to publish the following goods:

1. Alcohol, tobacco, nicotine or related products;
2. Asbestos;
3. Live animals;
4. Used cosmetics;
5. Fireworks;

6. Military weapons and ammunition and controlled equipment (archery, sporting weapons, hunting equipment, replica weapons, etc.);
7. Electronic surveillance equipment;
8. Adult content, pornography and sex-related products or services (e.g., live porn, sex chat);
9. Crypto-currencies, bitcoin, e-wallets and prepaid credit cards and related products and services;
10. Money, paper money or any other bearer security;
11. Invasive medical devices or equipment for invasive beauty treatments (i.e. Botox, peeling, hyaluronic acid, etc.);
12. Drugs or any type of illegal substances, including products simulating the effects of any illegal drug; as well as any substance for the manufacture of drugs and any equipment used to produce, combine, convert, process, prepare, conceal and consume illegal drugs;
13. Forex, binary options, stock exchange and/or investment programs or courses (assets, stocks, shares, etc.) and future investments;
14. Biological material of human origin (e.g., hormones, human hair, etc.);
15. Radioactive material;
16. Corrosive and explosive materials, compressed gases and aerosols, flammable liquids, oxidizing materials, flammable solids;
17. Drugs (whether sold by prescription or not) or any substance related to the miraculous cure of any disease or health condition, including any hospital equipment;
18. Precious metals, jewelry or any other product made from these materials - Purchase or trade;
19. Plants, seeds, grasses and living plant species; straw and fodder;
20. Products or services for enlargement of body parts (i.e., penis and breast enlargement);
21. Products prohibited by the local Public Health Agency, Health Authority or equivalent;
22. Products that damage trademarks, patents, copyrights and other intellectual property rights (i.e. counterfeit products);
23. Products related to pedophilia, child pornography, child nudity, as well as articles in any form involving the illegal participation of minors;
24. Products that are stolen, misappropriated in any way, smuggled, counterfeit, adulterated or replicated;
25. Mobile phone recharging and unlocking of mobile phones;
26. Controlled substances and/or other products that present risks to consumer safety;
27. Gift cards;
28. Invasive cosmetic treatments (e.g., Botox, peels, hyaluronic acid, etc.);
29. Poisons: liquid, solid or gas;

8. DISCLAIMER

The properties, products and goods published by users are not offered or provided by Jaspapp. Jaspapp's services are limited to providing the platform to offer such products, properties and

goods. Jaspiapp is not responsible at any time for the products, properties and goods offered by users.

Jaspiapp makes no representation as to the accuracy, safety or legality of products, properties, goods or content posted on Jaspiapp by users. Jaspiapp does not represent the products, properties and goods of registered users. The purchase of products, goods and properties is at your own risk.

The delivery times offered, the delivery of the products and the service provided by the Seller's users are the sole responsibility of the users.

Disputes arising between users shall be resolved by the users themselves. Jaspiapp does not accept any claims in relation to the products published on the platform by users or for the delivery of these products and properties.

Jaspiapp is not responsible for any damage to the physical or moral integrity of individuals, such as injury, death or any other moral damage such as threats, insults and slander that may fall on a natural person, as a result of the communications established on Jaspiapp's platform. The communications and relationships established between users as a result of any connection within the Jaspiapp platform are the sole and exclusive responsibility of the users.

In the event that one or more users or any third party initiates any type of claim or legal action against another or other users, each and every user involved in such claims or actions releases Jaspiapp from any liability.

9. THIRD-PARTY MATERIALS.

“Third-Party Materials” means any content, images, videos, texts or other material that is owned by a third party, such as stock images, videos and texts. Such Third-Party Materials are subject to the applicable third-party terms and licenses, and may only be used as permitted by such terms and licenses.

10. LICENSE TO USE THE PLATFORM

Jaspiapp gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Jaspiapp as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by Jaspiapp, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

The user agrees not to use the platform and the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests or rights of the Jaspiapp platform or third parties.

This service prohibits sending of messages, that: (1) Promoting products or services and any commercial advertisements. (2) Any kind of messages that are catalogued as SPAM. (3) Are harassing, abusive, defamatory, obscene, in bad faith, unethical or otherwise illegal content (4) distribute trojans, viruses or other malicious computer software (5) Are intending to commit fraud, impersonating other persons, phishing, scams, or related crime (6) distribute intellectual property without ownership or a license to distribute such property (7) Breach, in any way, the terms of service, privacy policy or rules of this web site or the recipients.

Jaspiapp reserves the right to terminate your access immediately, with or without notice, and without liability to you, if Jaspiapp believes that you have violated any of these terms or interfered with the use of the platform or service by others.

11. SECURITY COMPONENTS

You understand that Jaspiapp and software embodied within Jaspiapp may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Jaspiapp and/or content providers who provide content to Jaspiapp. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into Jaspiapp.

12. COPYRIGHT

All materials on Jaspiapp, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Jaspiapp or by third parties that have licensed or otherwise provided their material to the platform. You acknowledge and agree that all Materials on Jaspiapp are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Jaspiapp prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize Jaspiapp or any part of the material for any purpose other than its intended purposes is strictly prohibited.

13. COPYRIGHT COMPLAINTS

Jaspiapp respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Jaspiapp platform infringe upon your copyright or other intellectual property right, please send the following information to:

- i. Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- ii. A statement specifically identifying the location of the infringing material, with enough detail that Jaspiapp may find it on the Jaspiapp platform. Please note: it is not sufficient to merely provide a top-level URL.
- iii. Your name, address, telephone number and e-mail address.
- iv. A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- v. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- vi. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

14. USER CONTENT

Certain features of the application may allow users to upload content ("user content") and publish that content to the application. You retain any copyright you may have in the user content that you publish to the application. However, we need your permission to publish the content. By publishing content to the application, you are authorizing Jaspiapp Waves to publish and maintain the content in the application. By providing user content through the application, you grant Jaspiapp Waves a worldwide, non-exclusive, royalty-free, fully paid right and license to host, store, transfer, display, perform and reproduce the content for the sole and exclusive purpose of fulfilling the services and achieving optimal performance of the application and the website.

15. USER CONTENT REPRESENTATIONS AND WARRANTIES

Jaspiapp Waves disclaims any and all liability in connection with user content. You are solely responsible for your user content and the consequences of providing user content via the service. By providing user content via the Service, you affirm, represent, and warrant that:

- a) You are the creator and owner of the user content, or have the necessary licenses, rights, consents, and permissions to authorize Jaspiapp Waves and users of the service to use and distribute your user content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Jaspiapp Waves, the service, and these Terms.

b) Your user content, and the use of your user content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Jaspiapp to violate any law or regulation.

c) Your user content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

d) Your user content does not and will not contain Hateful Content, a Threat of Physical Harm, or Harassment.

16. USER CONTENT DISCLAIMER

We are under no obligation to edit or control user content that you or other users post or publish, and will not be in any way responsible or liable for user content. Jaspiapp Waves may, however, at any time and without prior notice, screen, remove, edit, or block any user content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service, you will be exposed to user content from a variety of sources and acknowledge that user content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Jaspiapp Waves with respect to user content. If notified by a user or content owner that user content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the user content, which we reserve the right to do at any time and without notice. For clarity, Jaspiapp Waves does not permit copyright-infringing activities on the Service.

Jaspiapp Waves reserves the right to monitor all information transmitted or received through the application and the website. If at any time Jaspiapp Waves chooses to monitor the content, Jaspiapp Waves still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

17. PERSONAL DATA

Any personal information you post on or otherwise submit in connection with the services and the use of the platform, will be used in accordance with our Privacy Policy. When you use the Jaspiapp services, you agree for us to collect and store your personal information. The personal information collected is also used to check the correctness of identification and do necessary checks. Please refer to our Privacy Policy.

18. NON-COMMERCIAL USE

The service may not be used in connection with any commercial purposes, except as specifically approved by Jaspiapp. Unauthorized framing of or linking to any of Jaspiapp is prohibited. Commercial advertisements, affiliate links, and other forms of content without notice and may result in termination of the account.

19. THIRD PARTIES

Jaspiapp contains content of third-party licensors to Jaspiapp, which is protected by copyright, trademark, patent, trade secret and other laws. Jaspiapp owns and retains all rights, title and interest in the content. Jaspiapp hereby grants to you a limited, revocable, non-sublicensable license to stream and/or view the content and any third party content located on or available through Jaspiapp or services (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing Jaspiapp and using the services.

Any dealings with third parties included within or on Jaspiapp involving the delivery of and payment for products and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Jaspiapp is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on Jaspiapp does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Jaspiapp or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on Jaspiapp is provided to you for informational purposes only. Jaspiapp encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Jaspiapp works to ensure the information on Jaspiapp is current and accurate.

20. PROHIBITED ACTIVITIES

The content and information available on the platform (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to Jaspiapp or licensed to the Jaspiapp by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the platform. Additionally, you agree not to:

- i. Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.

- ii. Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- iii. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- iv. Deep-link to any portion of the services for any purpose without our express written permission.
- v. "Frame", "mirror" or otherwise incorporate any part of the services into any other websites or service without our prior written authorization.
- vi. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Jaspiapp in connection with the services.
- vii. Circumvent, disable or otherwise interfere with security-related features of the services or features that prevent or restrict use or copying of any Content.
- viii. Download any Content unless it's expressly made available for download by Jaspiapp.

21. DISCLAIMER OF WARRANTIES

Jaspiapp will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet Jaspiapp provides and maintains the platform on an "as is", "as available" basis and makes no promise that use of the platform will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our platform may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the platform in breach of these terms you will be liable to and will reimburse Jaspiapp for any loss or damage caused as a result.

Jaspiapp will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its

reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Jaspiapp excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Jaspiapp and Jaspiapp shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on Jaspiapp.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the platform or any product or service purchased through the platform.
- Any loss or damage resulting from your use or the inability to use the platform or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the platform or from transmissions via emails or attachments received from Jaspiapp.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

22. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by Jaspiapp for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any Cleaner User, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

23. INDEMNIFICATION

You agree to defend and indemnify Jaspiapp from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.

- Your use of the Jaspiapp services.

24. CHANGES AND TERMINATION

We may change the platform and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the site constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

25. ASSIGNMENT

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Jaspiapp without restriction.

26. INTEGRATION CLAUSE

This agreement together with the Privacy Policy and any other legal notices published by Jaspiapp, shall constitute the entire agreement between you and Jaspiapp concerning and governs your use of the platform and the services.

27. DISPUTES

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Jaspiapp platform, will be settled by binding arbitration between you and Jaspiapp, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction.

28. HEADINGS

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

29. FINAL PROVISIONS

These Terms are governed by the UK law. Use of Jaspilapp platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our Platform or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

30. CONTACT INFORMATION

If you have any questions or concerns about these terms, the products or the service, please contact us through our contact page or via the contact information below:

Info@jaspilondon.com

+(44) 020 3811 8373