**Joom Terms and Conditions**

These “Terms” constitute the contractual agreement between you, a user in the European Union (“you”, “your”) and SIA “Joom”, registration number 40103993365, registered address: Gustava Zemgala st. 78, LV-1039, Riga, Latvia (“Joom”, “we”, “us”, “our”), regarding your use of and access to the website located at [https://www.joom.com](https://www.joom.com/" \t "_blank) or/and any other websites owned or operated by Joom or any portions thereof (collectively, the “Website”), our mobile app “Joom” (the “App”), content of Website and/or App (the “Content”), customer service in relation to the Content (including refunds) and any resources, features, functionality, or services made available through Website and/or App (the “Service”). Privacy Policy is an integral part of Terms and all the Services are being provided in accordance with it.

Please read these Terms carefully and fully before using Website, App, Service, registration on Website and/or App. When you use our Services or register with us you agree to all of these Terms and become subject to our [Privacy Policy](https://www.joom.com/privacy) (including a Cookie Policy), which covers how we collect, use, share, and store your personal information.

Joom reserves the right at any time and at its sole discretion to modify, refuse (to anyone for any reason) or discontinue, temporarily or permanently, the Website, the App or the Service (or any part thereof) as well as to modify the Terms with or without any notice. You agree that Joom shall not be liable to you or to any third party for any claim or loss related to you and arising out of such modification, suspension, amendment or discontinuance of the Service.

**How we provide Services**

Anyone can use our Website or App without registration and hence to have an unlimited access to our Content. At the moment you get an access to Joom (without registration or prior use of our Services) we process the information on your current location, your actions within your session and other information (as described in more details in our Privacy Policy) which we consider anonymous, as it does not contain information, that will help us to identify you as a natural person.

Since we care about safety of your personal data and are willing to make your customer experience a pleasant one, we use the best available technologies to provide you with an ability to enjoy a tailored content anytime in the future after you register or place an order at Joom, take an advantage of efficient payment processing, delivery options and many other features which we hope you will truly enjoy. Due to the legal requirements, including those arising from the European data protection law (GDPR), we are unable to provide Services or keep the information that you provide within the registration process until you accept these Terms. You will have the opportunity to manage personal data settings in your profile right after you accept our Terms, as explained in more details in our Privacy Policy.

It is your responsibility to regularly check the Website or App to determine if there have been changes to these Terms and to review such changes. If you do not agree to these or any future Terms, please do not use (or continue to use) our Services. At its sole discretion, Joom also may offer other services or features governed by different terms and conditions.

**Joom’s Role in Transactions**

Joom provides a platform for merchants who comply with Joom’s policies to offer and sell certain goods. Joom is not directly involved in the transaction between buyers and merchants and any rights that you may have in respect of any item are therefore only against the merchant from whom you purchase it and not against Joom. Joom acts as an agent for purposes of processing payments, chargebacks, refunds, customer service and adjustments for transactions between buyers and merchants, receiving and holding transaction amounts on behalf of buyers, charging buyers’ credit cards, and paying merchants amounts buyers owe them.

Joom is financially liable for chargebacks to merchants and resolves disputes between buyers (cardholders) and merchants. Chargebacks related to customers and associated with fraud related risks shall be investigated by Joom and payment service providers in accordance with their mutual contractual obligations.

Please feel free to contact Joom Support at [support@joom.com](mailto:support@joom.com) with any questions or concerns.

**Users**

When you access our Website or App, we process the information about you (that we consider anonymous) and transfer it to the third parties. If you prefer to remain anonymous and decided not to register on Joom and not to use our Services, this anonymous information will be deleted shortly after your session is terminated.

Should you wish to use our Service or to register at our platform, by accepting these Terms you explicitly agree, that you authorize SIA “Joom” as a data controller and any other authorized part, division or partner of Joom (as the data processors) to use various media sharing and communication tools (including services provided by the third parties), that will help us to generate a personalized and tailor made Content for you, including the advertisements. Joom is in that case entitled by you to obtain, process and/or transfer to our partners any of your personal data (as an identified natural person) solely for the purposes of enabling Service or any other cause in connection therewith.

In case you have used our Website, App, Service or have been registered on our platform before 25 May, 2018 you might either agree to these Terms (if you wish us to keep your personal data, provided to us earlier and continue to enjoy our platform in a personalized mode) or to delete all the previously provided information in case you do not accept our Terms when you first use our Website or App after the 25 May, 2018.

Any user IDs, names or passwords associated with your account shall be maintained by you as confidential and shall not be shared by you with anyone not authorized to have access to your personal information. You may have multiple accounts on Joom, but Joom strictly forbids the use of multiple accounts for the same sole user or the use of one account for multiple users for the purpose of earning more rewards. Joom will not honor rewards from such accounts.

Unless explicitly stated otherwise, any new feature or functionality that augments or enhances the current Service, including the release of or access to new properties, shall be subject to these Terms.

Each user warrants and agrees that any information you post or display shall:

* be true, accurate, complete and lawful;
* not be false, misleading or deceptive;
* not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
* not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
* not violate any of Joom’s policies or any other terms.

Each user warrants and agrees that you shall/are:

* carry on your activities on the Website or in the App in compliance with any applicable laws and regulations;
* carry on your activities in accordance with these Terms and any applicable additional agreements and policies;
* not use the Service to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
* not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
* not engage in spamming or phishing;
* not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc.) or encourage or abet any unlawful activities;
* not involve attempts to copy, reproduce, exploit or expropriate either Content or Service and/or various proprietary components, directories, databases and listings thereof;
* not involve any computer viruses, other destructive devices, methods and technologies, including codes and botnets, that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
* not involve any scheme to undermine the integrity of the data, systems or networks used by Joom and/or the Service or gain unauthorized access to such data, systems or networks;
* not to access, use or attempt to copy, reproduce, exploit or expropriate our API unless explicitly authorized by Joom for a specific purpose and done strictly in accordance with such purpose;
* not engage in any activities that would otherwise create any liability for Joom or our affiliates.

**Age Verification**

By registering as a user, you certify that you are 16 years of age or older. Children under the age of 16 may not become a Joom user, and parents or legal guardians may not agree to these Terms on their behalf. If you are a resident of a state, province or country that imposes additional or different age requirements for disclosure of personally-identifiable information or for the use of the Service, by registering as a user, you hereby represent that your registration as a user, the provision of your personally-identifiable information to us, and our use of such personally-identifiable information as stated in our Privacy Policy, does not violate the applicable laws or regulations of such state, province or country.

**User Communication**

By accepting these Terms, you entitle us to contact you through email (if you share it with us), mobile phone (if you share it with us) and other ways through our Services, including push notifications. We will send you notifications about our Services, security, or other Service-related issues and promotional messages. You may change your communication preferences at any time by adjusting your personal settings or by sending us your request via privacy@joom.com. Please be aware that you cannot opt-out of receiving service messages from us, including security and legal notices.

Joom has the right, but not the obligation, to monitor, decline, edit or remove all or a portion of any postings, submissions or content in Joom’s sole discretion. By using Website, App or Service or communicating with Joom or others by means of your access to Website or App, you consent to receive communications from Joom, including but not limited to, emails, text or messages in social networks, and other online, mobile, or conventional methods as exist now or may exist in the future. You also agree not to misuse the communication tools available to you by means of your access to Website or App, including but not limited to, spamming, spoofing, sending unsolicited commercial or other messages, and otherwise sending content that violates these Terms.

**Privacy**

When you are using Website and/or App as an anonymous user, your personal data (which we consider anonymous) is being processed, as defined in the Privacy Policy. When you use Service or are becoming a registered user, you agree to be subject to the terms and conditions set forth in our Privacy Policy (an integral part of these Terms). You may change your personal data setting at any time by adjusting your personal settings or by sending us your request via privacy@joom.com

**Ownership**

Website, App, Services and all the components and features thereof, Content and all intellectual property rights included in or associated therewith, including, but not limited to patents, copyrights, trademarks, service marks, logos, know how are either owned by Joom or owned by the third parties and licensed to us. All rights, title and interest in and to the listed above in this paragraph remains with us or our licensors. Additionally, you may not remove or alter any copyright, trademark, or other intellectual property or proprietary rights notice or legend contained on the Website, App or in the Content. You undertake not to access the Service by any means other than through the interface Joom provides via the Website or App for the access to Service. Your use of the Website, App or Service does not grant you any right, license or permission of any kind to reproduce or use Joom’s intellectual property and/or content, as well as any parts thereof.

The Content is provided for general information only. It is not intended to amount to advice on which you should rely, therefore Joom shall not be deemed liable for any damages or harm (both — economic and non-economic losses) thereof. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Website or App.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the Content on our site is accurate, complete or up to date.

**User Feedback and Content Submissions**

Joom welcomes your feedback via the email addresses indicated for specific purposes, but if you send us or post or embed on Website, App or via any part of Service, any feedback, messages or comments; your creative or original concepts or ideas; any content, data, text, photographs, graphics or other materials; or any confidential, proprietary or other information (a “Submission”), you represent and warrant to Joom that you either own the Submission or have the right to grant Joom the license set out below.

You agree that in using all or part of a Submission, Joom shall not be required to compensate you for any such license or Submission in addition to the provided possibility to utilize the Service, that any such Submission shall not be considered confidential or non-public once submitted to Joom, and that Joom alone is free to decide whether to post or use all or any part of the Submission. In the event that all or part of a Submission is posted or used via the Service, you acknowledge and agree that the Submission and its content become publicly available and, as set forth below, can be used by others. Further, by providing a Submission to Joom via Website, App or otherwise, you: (a) agree not to make any Submission that violates in any way these Terms or which includes Inappropriate content as defined below; (b) automatically grant Joom a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, sub-licensable license to use the Submission, and exercise all copyright, publicity and other rights with respect to any such Submission; © subject to existing laws, waive any moral rights you or your licensors have in any such Submission; and (d) agree to pay for all fees, royalties, or other costs and expenses claimed by any third party arising out of any use by us or any of our licensees of any Submission. You also grant each user of the Service a perpetual, worldwide, non-exclusive license to access your Submission through the Service, and to use, reproduce, collect, distribute, share, display and perform such Submission as permitted through the Service and under these Terms.

Joom reserves the right to remove content at any time with or without any notice. Inappropriate content is not permitted on the Website or App. Inappropriate content includes, but is not limited to: firearms, alcohol, illegal drugs and drug paraphernalia, tobacco and tobacco products, adult or pornographic material, offensive material, and obscene material. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Joom’s, employee, officer, partner or customer may result in immediate termination of your accounts.

We are not responsible for viruses, spyware, worms or any other malicious software or code and you must not introduce them.

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

**Termination**

Joom shall have the right to terminate your use of Website, App and/or your registration privileges at any time for any reason, including, but not limited to, your breach of these Terms, or your violation of any law, including, without limitation, violations of our intellectual property rights or the intellectual property rights of a third party, or violations of other applicable laws and regulations. Following any such termination, Joom shall have no further obligations, responsibilities, or liabilities to you or any third party. Notwithstanding anything to the contrary contained herein, in the event that Joom terminates your use rights, Joom shall in no way be precluded from pursuing any and all of its additional rights and remedies, either at law or in equity, for any claims, damages, awards, costs and/or liabilities occasioned by any such breach or violation.

**Linking and Third-Party Content**

Website, App and Service may contain links to third-party websites not under our control or operation. Joom or users may provide any such links only as a convenience; Joom does not endorse and is not responsible for or have control over the contents of any linked site or any link contained in a linked site. The Website and/or App may contain news, advertisements, content, image and information published by various third-party providers. Use of any such third-party content may be conditioned upon such third party’s terms and conditions. You are solely responsible for protecting yourself, your device, and your systems from worms, viruses, Trojan horses and any other harmful content.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, and you must not establish a link to our site in any website that is not owned by you. The website in which you are linking must comply in all respects with our content standards from time to time.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without any notice at any time.

**Copyright Infringement**

Since we respect artist and content owner rights, it is Joom’s policy to consider notices of alleged infringements.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on Joom, please notify Joom’s copyright agent at [ipr@joom.com](mailto:ipr@joom.com). When filing your report, please provide the following information:

* An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
* Identification of the copyrighted work that you claim has been infringed;
* Identification of the material that is claimed to be infringing and where it is located on Joom;
* Information reasonably sufficient to permit Joom to contact you, such as your address, telephone number, and e-mail address;
* A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
* A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

**Sales, Custom and Value-added taxes**

In an effort to comply with consumer legislation, we strongly encourage our merchants as well as our end customers to maintain good standing with respect to custom and value-added taxes or VAT, where applicable.

Due to separate and applicable tax jurisdictions, the end customers’ purchases may be subject to specific sales, custom or value-added taxes, (and it is your responsibility to pay these, if applicable), and the shipping time and associated cost may increase. When ordering via the Website or App you are importer of goods and must fully comply with all laws and regulations of the destination country.

**How to purchase**

It is easy to make a purchase from the Joom website.

1. Choose a product, pick a variant (colour, size, bundle option)
2. “Add to cart”
3. Сhoose the quantity (the default quantity is 1)
4. “Buy”
5. “Next”
6. Input your personal data and shipping information
7. Check the data and confirm your order.
8. Input bank card data: card number, expiration date and CVV code (card data is encrypted and processed by the billing system of a bank)

The merchant will receive your order information 2 hours after payment. If you change your mind within 2 hours of purchase, you can cancel the order at the bottom of the order page (see “How to request a refund”, below).

Please note that it may not always be possible for a merchant to accept an order (perhaps because you live in a country that restricts imports or imposes high import tariffs or for other reasons) and that an order will only become binding if it is accepted by the merchant. It typically takes1-2 days for a merchant to ship your order although the exact delivery times will vary depending on your location. Your payment may be processed through Ingenico ePayments (Planetenweg43-59, 2132 HM Hoofddorp, the Netherlands) or Renderwison LTD (1 Apriliou, 47 Demetriou Building 2, 1st floor, Flat Office 12, 3117, Limassol, Cyprus) or Cellar Door Limited (Suites 41/42, Victoria House, 26 Main Street, Gibraltar) or Internet projects Ltd (12, Mikoyana str., Moscow, Russia, 125252) or other partners as the case may be.

Please note that if there is a change in the rate of any sales tax between your order date and the date any product is supplied to you, we may be required to adjust the rate of sales tax that you pay.

**Refund terms**

You will be entitled to a full refund if:

* More than 75 days since the purchase date have passed and the product has not been delivered. This period may be temporarily extended in specific cases. You will be notified about any such extension before your order is accepted.
* Product quality is significantly worse than that in the relevant product description (the item is defective, damaged (if such circumstances are not specifically noted in the description) or the information provided in its description turns out to be substantially incorrect) on Website or in App and there is no way you can enjoy the product properly.
* You have changed your mind on the purchase within 14 days of receiving your product and you have not used the product or done anything to it that makes it no longer saleable as new. Please note that you must return each item in the same condition in which you received it. This means that new items must be returned new, unused and complete. Used items must not have any additional signs of use or damage.

You should return the product to the merchant. Don’t forget to contact our customer support team to clarify the return address before you return the product, otherwise Joom reserves the right to reject your refund request. Only after the support team has received a proof of the return shipment can a refund be considered. We aim to respond to all requests within 48 hours upon receiving.

The following products cannot be returned the unless received defective:

* Products which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparably mixed with other items;
* Sealed audio or video recordings or of sealed software (incl. video games) if unsealed by you after delivery;
* Goods made to your specifications or clearly personalized, especially personalized and handmade items;
* Goods which may deteriorate or expire rapidly;
* A service, if the supplier has fully performed it and you accepted when you placed your order that the supplier could start to deliver it, and that you could not cancel it once delivery had started;
* Digital content (including apps, digital software, e-books, MP3, etc.) which is not supplied on a tangible medium (e.g. on a CD or DVD) if you accepted when you placed your order that the supplier could start to deliver it, and that you could not cancel it once delivery had started.

Goods damaged by abuse or negligence (exposure to chemicals, caustic substances, open flame, high heat, sharp object, etc.) and/or by misuse or activities other than the intended purpose are also not returnable.

Joom does not cover the shipment costs of returns.

You may be entitled to a partial refund if:

* Product quality is slightly different than that in the relevant product description and you are still able to enjoy the purchase.

**How to request a refund?**

There are several ways to request a refund:

* **If less than 2 hours have passed since you purchased the product, you can cancel the order and get a full refund.**Go to My orders, tap the order you want to cancel and tap the “Order cancelation” button on the bottom of the order page.
* **If the quality of the product you’ve received is significantly worse (the item is defective, damaged (if such circumstances are not specifically noted in the description) or the information provided in its description turns out to be substantially incorrect) than the description on the Joom website.** Go to My orders, tap the order you want to refund and tap “Product related issues”
* **If 60 days (or extended period according to Refund Terms) since the purchase date have passed and your order has not yet been delivered.** Go to My orders, tap the order you want to refund and tap “No” on a green pop-up.
* **If you have changed your mind on a purchase within 14 days of receiving a product.** Go to My orders, tap the order you want to refund and tap “Product related issues”

**Refund process**

1. Refunded monies are transferred only to the card you’ve used to make your purchase.
2. We aim to complete the refund process for valid claims within less than 14 days. Our usual processing time is2-3 days.

**Warranty Disclaimer.** Neither Joom nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Service, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Service. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Service. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Service are provided “AS IS” and without any warranty of any kind from Joom or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICE AND CONTENT ARE PROVIDED BY JOOM (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. For products shipped internationally, please note that any manufacturer warranty may not be valid; manufacturer service options may not be available; product manuals, instructions and safety warnings may not be in destination country languages; the products (and accompanying materials) may not be designed in accordance with destination country standards, specifications, and labeling requirements; and the products may not conform to destination country voltage and other electrical standards (requiring use of an adapter or converter if appropriate). You are responsible for assuring that the product can be lawfully imported YOUR country. When ordering from THE WEBSITE OR VIA APP, YOU ARE THE importer and must THEREFORE comply with all laws and regulations of the YOUR country.

**LIMITATION OF LIABILITY.** WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION. HOWEVER TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, (INCLUDING NEGLIGENCE) CONTRACT, BREACH OF STATUTORY DUTY, STRICT LIABILITY, OR OTHERWISE) SHALL JOOM (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY DAMAGES (EVEN IF FORSEEABLE) RESULTING FROM YOUR SELECTION, OR USE OF, OR INABILITY TO USE, OR THE SUITABILITY OF THE WEBSITE, APP AND ANY USE BY YOU, OR RELIANCE BY YOU ON, OF THE INFORMATION, CONTENT, MERCHANDISE AND EXPERIENCES PROVIDED VIA THE WEBSITE AND/OR APP OR PURCHASE OR USE OF PRODUCTS, MERCHANDISE, OR EXPERIENCES VIA THE WEBSITE OR APP, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE, LOSS OF GOODWILL BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION OR ANTICIPATED SAVINGS, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) 100 EUR OR (II) THE AMOUNTS PAID BY YOU TO JOOM IN CONNECTION WITH THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL.

**Indemnity.** To the fullest extent allowed by applicable law, you agree to indemnify and hold Joom, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Service (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action (“Claim”), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

**Assignment.** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Service account, in any way (by operation of law or otherwise) without Joom’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**Choice Of Law & Jurisdiction**

These Terms and your use of the Service will be interpreted in accordance with the laws of Latvia and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with your use of the Service will be determined in accordance with the laws of Latvia.

**Other Terms**

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Service, provided that Joom may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

You and Joom agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Joom, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.

**Dispute Resolution**

**Mandatory, Bilateral Arbitration and Waiver of Class Actions.  
Please read this carefully. It affects your rights. YOU AND JOOM AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO YOUR USE OF THE SERVICE, TO ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY OR THROUGH THE SERVICE, TO THIS AGREEMENT, OR TO THE CONTENT, AND/OR USER SUBMISSION (PUBLIC, PERSONAL AND/OR LIMITED AUDIENCE) ON THE SERVICE SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION.**

“Disputes” shall include, but are not limited to, any claims or controversies between you and Joom related in any way to or arising out of in any way from the Service, the Content, any Submission, including but not limited to claims or controversies concerning any sales, returns, refunds, cancellations, defects, policies, privacy, advertising, or any communications between you and Joom, even if the claim arises after you or Joom has terminated Service or a user account. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; or (b) that Joom brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Joom, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (ii) claims that arose before these Terms or out of a prior set of Terms with Joom; (iii) claims that are subject to on-going litigation where you are not a party or a class member; and/or (iv) claims that arise after the termination of these Terms.

**Dispute Notice**

Before initiating an arbitration, you and Joom each agree to first provide the other a written notice (“Notice of Dispute”), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute sent to Joom should be sent to: Gustava Zemgala st. 78, LV-1039, Riga, Latvia and emailed to [support@joom.com](mailto:support@joom.com). Joom will provide a Notice of Dispute to you via the email address associated with your Joom User ID. You and Joom agree to make attempts to resolve the Dispute during the period of 45 days after a Notice of Dispute is given and not to commence an arbitration proceeding until this45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Joom may commence an arbitration proceeding.

**Arbitration Process and Procedure**

Unless you and Joom agree otherwise in writing, arbitration shall (1) be administered by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), pursuant to the JAMS International Arbitration Rules then in effect (the “JAMS Rules”) and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) be conducted by a single, neutral arbitrator; and (3) take place in the county where you reside or some other place reasonably convenient to you. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class or representative action.** Further, unless both you and Joom expressly agree otherwise, the arbitrator may not consolidate more than one person’s claims. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

If, for any reason, a claim proceeds in court rather than in arbitration, **we each waive our right to a jury trial.**

**YOU THEREFORE UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND JOOM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY CLAIMS COVERED BY THIS AGREEMENT.**

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

The JAMS Rules are available on its website at [https://www.jamsadr.com/rules-streamlined-arbitration/](https://www.jamsadr.com/rules-streamlined-arbitration/" \t "_blank). Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Joom each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

**Hearing**

If your claim does not exceed 5,000 EUR, you and Joom agree to waive an oral hearing by the arbitrator and the arbitration will be conducted solely on the basis of documents you and Joom submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. To the extent an oral hearing is requested by you or Joom, or deemed necessary by the arbitrator, you and Joom agree that the hearing will be conducted telephonically or videographically.

**Arbitrator’s Decision**

An arbitrator’s award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator’s decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

**Fees**

It is each parties’ responsibility to pay any JAMS filing, case management/administrative, and arbitrator fees as set forth in the JAMS Rules. If your claim for damages does not exceed 5,000 EUR, Joom will pay all such fees unless the arbitrator finds that either the substance of your Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)).

**Small Claims & Government Actions**

As an alternative to arbitration, you or Joom may resolve Disputes in a small claims court that has jurisdiction over your claim. These Terms and this arbitration agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Joom on your behalf.

**How to contact Joom**

* Joom Support via [support@joom.com](mailto:support@joom.com) with any questions or concerns regarding the Service;
* Manage your personal data by sending an email at [privacy@joom.com](mailto:privacy@joom.com);
* If you would like to report a copyright infringement, please notify us at [ipr@joom.com](mailto:ipr@joom.com).

**Manage your personal data**

Take my data

Here you can send a request to get a copy of your data.

Data transfer

Here, you can opt-out of having your data shared with Facebook, Adjust, and Google.

Delete data

Here you can send a request to delete your data.

Other

Here you can withdraw your consent on our use of all or a specific category of your data and ask us a question.