

TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

Welcome to Junior Deals.

In these terms, we also refer to Junior Deals Ltd as “our”, “we”, or “us”.

And you are you! (IF YOU ARE NOT AN ADULT, YOU WILL NEED THE HELP OF A PARENT OR CARER, IF YOU DO, THE TERM “YOU” USED IN THESE TERMS AND CONDITIONS REFERS TO YOUR PARENT OR CARER ALSO)

IF YOU ARE A PARENT OR CARER ALLOWING A CHILD TO ACCESS THIS WEBSITE, YOU CONFIRM THAT THEY (AND YOU) WILL BE BOUND BY THESE TERMS AND CONDITIONS AND THAT YOU WILL BE FULLY RESPONSIBLE FOR ANY ACTS OR ADMISSIONS OF THAT CHILD IN RESPECT OF THESE TERMS AND CONDITIONS.

BY CONTINUING TO USE THIS WEBSITE, YOU AGREE TO THESE TERMS AND CONDITIONS.

What are these terms about?

These terms apply when you use this website, www.juniordeals.co.uk and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you buy, sell or trade your used children’s goods through this Website (“**Trade Items**”).

If you’re looking for our [Privacy Policy](#) or [Cookie Policy](#), which we will comply with and you also agree to be bound by defined statements of the policies..

Part A For When You Buy, Sell or Exchange Trade Items on this Website...

SERVICE FEE ON JD-POINTS (INTERIM)

- 1.1 A charge of 5% service fee in the form of JD points is applied and takes place immediately after a successful deal.
- 1.2 The 5% service fee is soon to be removed and would be replaced with the registration of membership (which is free for a period of 6 Months, after which users will be charged as discussed below.

MEMBERSHIP(COMING SOON)

- 1.3 Membership allows the user to register an account and access the platform via registering for parents allowing them to sell their children's goods, buy from the platform, barter goods and create a sub-child account.
- 1.4 Currently, Membership is free for all users, however, as at 01-05-2023 a charge of 1GBP will be charged on registration for parents and 0.5GBP for children's registration. The subscription is renewed on a monthly basis and every year the pricing plan will be revised and users will be notified as to what the new subscription plan will cost.
- 1.5 The pricing plan of membership may be revised by us at any time without notice to you.
- 2 **MARKETPLACE**
- 2.1 Our Website creates a platform for you to trade, buy or sell your child's goods.
- 2.2 To sell child goods, you must upload a picture of it, together with a clear description of what it is. You must make sure that you mention anything that is faulty, broken, or cracked. ("**Trade Item**").
- 2.3 JD Points will be used on the platform for users as currency for transactions.
- 2.4 Users can purchase JD Points at 4JD = 1GBP.
- 2.5 Stripe is used to process monetary payment on our Website.
- 2.6 Trade Items and the terms of their sale or exchange are between you and the respective buyer or seller alone. If there is a complaint that you and the other person can't resolve between you (or your parents or carers), we will try to mediate a satisfactory outcome.
- 2.7 You buy, sell or trade Items at your own risk. We are not a party to the transaction other than to provide you with the platform to advertise and give you access to other buyers, sellers and traders. Because we are not the seller of the Trade Items, we cannot guarantee or attest to the condition or quality of any Trade Item. If you are unsure of a trade, sale or purchase, or you are under 13, please make sure your parent or carer assists you with the transaction.
- 3 **OUR INTELLECTUAL PROPERTY AND YOURS**
- 3.1 You may use our Website and its contents only to source Trade Items to buy or exchange, or to list your own item to sell or exchange. any content on our Website other than the listed Trade Items belong to us and you cannot use them for anything else other than to transact relating to Trade Items.
- 3.2 You can only use photos of the Trade Items that you have taken yourself and descriptions of them that you have written yourself. You give us permission to use those photos and descriptions on our Website to enable you to sell or exchange your Trade Items. We don't always check what you write, so please make sure it is respectful of others, if we check and it is not respectful (in our sole opinion), we have the right to remove your Trade Item from our Website until you fix the language used. If we remove any Trade Items from our Website, we might store its contents for legal reasons.
- 4 **ACCEPTABLE USE**
- 4.1 You must ensure that your personal data submitted on our Website remains up to date at all times.
- 4.2 You must comply with all applicable laws in respect of your sale, purchase or exchange of Trade Items. Specifically, you are liable for any taxes that might apply to your transactions and you agree to reimburse us for any taxes or penalties imposed on us relating to a transaction of yours regarding any Trade Item.

4.3 Some rules you must adhere to:

- (a) You are not allowed to try to sell or exchange any item that is not appropriate or beneficial for children and we reserve the right to remove any infringing Trade Item or post;
- (b) Do not use any disrespectful words or content on our Website that is inappropriate for children. We reserve the right to remove any infringing Trade Item or post.
- (c) Only use the Website in accordance with the Terms and Conditions and policies contained on our Website.
- (d) Only provide information pertaining to yourself and any Trade Items listed by you that is true and correct.
- (e) Do not create more than one membership with us.
- (f) Keep your username and password protected and do not allow anyone other than your parent or carer to assist you with any transactions on our Website.
- (g) Do not knowingly introduce any viruses, trojans, worms, and the like to our Website or user platform.
- (h) Do not collect any data from the Website other than as strictly necessary to fulfill your Trade Item transactions.

4.4 If you do not comply with the Terms and Conditions, we have the right to immediately temporarily or permanently revoke your membership to our Website and if there are any legal proceedings that arise from your misuse of our Website, you will be liable for any costs incurred by us as a result. Note that any subscription fees paid by you will be forfeited if termination is made in accordance with this clause.

4.5 If you suspect another user is not complying with these Terms and Conditions, please report the matter to us at support@juniordeals.co.uk or via post at 115 London Road, Morden, England, SM4 5HP. Make sure you send us enough details about you and the infringement so that we can investigate.

5 **TERMINATION**

5.1 If at any time you wish to stop using our Website, either simply stop accessing your membership, or deregister. If you have paid a subscription, your access will run until the expiry of your subscription.

5.2 We can either terminate as mentioned in 4.4 above, or for any reason at any time without notice and without any liability to you. If a subscription has been paid by you for more than the month the termination takes place, you will be refunded a portion of your subscription.

6 **DISPUTE RESOLUTION**

In the case of a dispute a user is able to cancel the deal and on doing so the JD points will be returned to the respectful users.

7 **DELIVERY**

The seller or trader of any Trade Item is responsible for the delivery of the Trade Item to the other party to the transaction and the seller or trader and the other party must arrange for the cost of postage or delivery of the Trade Item between them. To reiterate, we are not a party to the sale or exchange.

8 CHANGE TO THE WEBSITE FUNCTIONALITY

8.1 We will from time to time introduce changes and upgrades to our Website to improve its functionality and may need to suspend the functionality of the Website for a period of time to introduce such changes.

8.2 We will not be liable for any delayed or failed transactions due to our website downtime or the introduction of new or altered functionality.

9 CHANGES TO THESE TERMS AND CONDITIONS

We may amend these Terms and Conditions at any time. If we do, we will change the date at the top of these Terms and Conditions to reflect when the changes were made and your continued use of our Website will be confirmation of your acceptance of the amended terms.

Part B For When You Browse This Website...

1 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and Conditions and any applicable laws.

2 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Junior Deals;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or selling Trade Items;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Junior Deals, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

3 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;
 - (iii) messages sent through the Website will be delivered promptly, or delivered at all;

- (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

4 **INTELLECTUAL PROPERTY**

Junior Deals retains ownership of the Website and all materials on the Website other than as set out in Part A (**Website Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.

5 **THIRD PARTY TERMS AND CONDITIONS**

- (a) The Customer acknowledges and agrees that third party terms & conditions (**Third Party Terms**) may apply.
- (b) The Customer agrees to any Third Party Terms applicable to any third party goods and services, and Junior Deals will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.

6 **LINKS TO OTHER WEBSITES**

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

7 **SECURITY**

Junior Deals does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

Part C **Liability And Other Legal Terms...**

1 **LIABILITY**

- (a) To the maximum extent permitted by applicable law, Junior Deals limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, is limited to the greater of:
 - (i) the total subscription fees paid to Junior Deals by you in the 6 months preceding the first event giving rise to the relevant liability; and
 - (ii) £50GBP.
- (b) All express or implied representations and warranties in relation to Trade Items and the associated services performed by Junior Deals are, to the maximum extent permitted by applicable law, excluded, noting that Junior Deals is not a party to any sale or exchange of Trade Items advertised on our Website.
- (c) (**Indemnity**) You indemnify Junior Deals and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
 - (i) breach of any of these Terms and Conditions;

- (ii) use of the Website; or
- (iii) use of any Trade Items.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Junior Deals be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Products or services provided by Junior Deals (except to the extent this liability cannot be excluded under law.
- (e) Nothing in these terms will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

2 DISPUTE RESOLUTION

- (a) If any party fails to mark a deal as completed before the delivery time, the admin can mark the deal as completed or canceled after having discussion with parties , and the respective JD Points will be returned back to the buyer.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

3 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 20(a), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any event that is beyond the reasonable control of a party that affects that party's ability to perform its obligations.

4 GENERAL

4.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

4.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

4.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

4.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

4.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

4.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

4.7 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

4.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to £, or “pound”, is to pound sterling (GBP), unless otherwise agreed in writing, and a reference to “\$” or “dollar” is to USD, unless otherwise agreed in writing;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

4.9 NOTICES

- (a) A notice or other communication to a party under this agreement must be:

- (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 - (iii) whichever is earlier.