

Terms of Service

Welcome to Juji, Inc.! This agreement sets forth the terms and conditions governing your use of all Juji content, websites, products, applications, and services (“the Services”). Please take time to read over the terms defined below before entering into a legally binding agreement. When you use the Services, you understand and agree to this Terms of Service, which governs your relationship with Juji Inc. (“Juji”) and has the same effect as an agreement in writing. If you do not agree to these and all of these Terms of Service, do not use the Services.

If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.

Currently Juji offer services only to those who are located in the United States. If you are located outside of United States and wish to use the Services, certain country-specific terms may be applicable to you (Section 15). Since Juji operates in the United States only and it is not possible for Juji to prevent anyone outside of the United States from using the Services, it is your responsibility to make sure that you comply with all applicable laws and regulations in your country or region during your use of the Services.

1. Introduction

When you use the Services, you are entering into a legal agreement and you agree to all of these terms. You also agree to our Privacy Policy, which covers how we collect, use, share, and store your information.

You agree that by clicking “Create account”, “Sign up”, “Sign in”, “Email My Invite”, or similar, such as registering, signing in, accessing, or using the Services, you are entering into a legally binding agreement (even if you are using the Services on behalf of a company). Your agreement is with Juji, Inc. (“Juji”).

This “Agreement” includes this Terms of Service agreement and the Privacy Policy, and other terms governing the use of specific Juji products or features (e.g., the use of Juji API), may be amended by Juji from time to time. You understand and agree that if you use any Services after the date on which these terms have changed, you will be deemed to have accepted the updated terms.

If you do not agree to this Agreement, do NOT click “Create account” (or similar) and do not access or use any of the Services.

This Agreement applies to registered users of the Services as well as to unregistered visitors.

If you purchase any of our paid services, you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your account and services.

2. Fees and payments

We may offer from time-to-time optional, premium paid services. By selecting to purchase a premium service, you agree to pay us a one-time fee, monthly, or annual subscription fees indicated for that

service. Payments will be charged on the day you sign up for a premium service and will cover the use of that service for a time period as indicated.

2.1 Payment methods

You must designate a payment method and provide us with accurate billing and payment information. All billing information, including payment method, must be kept up to date. We will bill you for all fee-based Services through the payment method that is associated with any of your fee-based Services. You authorize and direct us to charge your designated payment method for these charges or, if your designated payment method fails, to charge any other payment method you have on file with us. Further, you authorize and direct us to retain information about the payment method(s) associated with your account. If we do not receive payment from your designated payment method or any other payment method on file, you agree to pay all amounts due upon demand by us. Every time you use a fee-based Service, you reaffirm that (a) we are authorized to charge your designated payment method; (b) we may submit charges incurred under your account for payment; and (c) you will be responsible for such charges, even if your account is cancelled by you or terminated by us.

If you have elected to pay the fees by credit card, you represent and warrant that the credit card information you provide is correct and you will promptly notify Juji of any changes to such information. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

2.2 Subscriptions

Some of our Services are billed on a subscription basis (“Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by contacting our customer support team. While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

2.3 Taxes

Unless otherwise stated, you are responsible for any taxes (other than Juji’s income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, “Taxes”). You will pay Juji for the Services without any reduction for Taxes. If Juji is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Juji with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. If you are required by law to withhold any Taxes from your payments to Juji, you must provide Juji with an official tax receipt or other appropriate documentation to support such payments.

2.4 Price Changes

Juji may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. Juji will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

2.5 Overage Fees

Unless otherwise stated, any overage fees incurred by you will be billed in arrears. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

3. Privacy

3.1 Privacy

In the course of using the Services, you may submit content to Juji (including your personal data and the personal data of others) or third parties may submit content to you through the Services (all of the above will be referred to as your “Content”). We know that by giving us your Content, you are trusting us to treat it appropriately. Juji’s Privacy Policy, detail how we treat your Content (including your personal data) and we agree to adhere to those privacy policies. You in turn agree that Juji may use and share your Content in accordance with the Juji privacy policies and applicable data protection laws. If you are a customer who is operating as “data controller” as defined in the European General Data Protection Regulation 2016/679 (“GDPR”) we have added some additional terms below in Section EU2 to address your obligations under this law. You also agree that you are responsible for notifying these third parties who submit content to you through our Services about the Juji privacy policies.

3.2 Confidentiality

Juji will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including the Juji privacy policies). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by Juji); (b) was lawfully known to Juji before receiving it from you; (c) is received by Juji from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by Juji without reference to your Content. Juji may disclose your Content when required by law or legal process, but only after Juji, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

3.3 Security

Juji will store and process your Content in a manner consistent with industry security standards. Juji has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content.

4. Your Content

4.1 Ownership of Your Content

You retain ownership of all of your intellectual property rights in your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

4.2 Limited License to Your Content

You grant Juji a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by the Juji privacy policies. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of Juji's business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide Juji with feedback about the Services, we may use your feedback without any obligation to you.

4.3 Customer Lists.

Juji may identify you (by name and logo) as a Juji Services customer on Juji website and on other promotional materials. Any goodwill arising from the use of your name and logo will inure to your benefit.

4.4 Copyright Claims (DCMA Notices)

Juji Inc. responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify Juji's agent for claims of copyright infringement.

4.5 Other IP Claims.

Juji respects the intellectual property rights of others, and we expect our users to do the same. If you believe a Juji user is infringing upon your intellectual property rights, you may report it through our online form. Claims of copyright infringement should follow the DMCA process outlined in these Terms, or any equivalent process available under local law.

5. User Content

5.1 User Content

The Services display content provided by others that is not owned by Juji. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. Juji is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

5.2 Content Review

You acknowledge that, in order to ensure compliance with legal obligations, Juji may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Juji otherwise has no obligation to monitor or review any content submitted to the Services.

5.3 Third-Party Resources

Juji may publish links in its Services to internet websites maintained by third parties. Juji does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

6. Account Management

6.1 Keep Your Password Secure

If you have been issued an account by Juji in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not Juji, are responsible for any activity occurring in your account (other than activity that Juji is directly responsible for which is not performed in accordance with your instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify Juji immediately. Accounts may not be shared and may only be used by one individual per account.

6.2 Keep Your Details Accurate

Juji occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

6.3 Service Availability

Juji is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law, as noted in our Privacy Policy, or specified in a paid service agreement you have paid for. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, Juji will not be liable for any failure to store or display, or for loss or corruption of, your Content.

We may change, suspend, or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

6.4 Account Inactivity

Juji may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

6.5 Customer Success

Juji may assign you a customer success manager, who may review your use of the Services and your Content to help you to more effectively use the Services, including by providing reporting and usage insight.

7. User Requirements and Obligations

7.1 Service Eligibility

You are eligible to enter into this Agreement and you are at least our “Minimum Age” (defined below).

“Minimum Age” means (a) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, (b) 18 years old for the People’s Republic of China, (c) 16 years old for Netherlands, and (d) 14 years old for all other countries. However, if law requires that you must be older in order for Juji to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age. The Services are not for use by anyone under the age of 14. By using the Services, you represent and warrant that you meet the “Minimum Age” requirement.

7.2 Legal Status

If you are an individual, you may only use the Services if you have the power to form a contract with Juji. If you do not have the power to form a contract, you may not use the Services. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorized your agent to bind you to these Terms.

7.3 Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not take any action on Juji that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Juji if we believe that it violates this Agreement or our policies.
3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

5. You will not use our copyrights or trademarks, or any confusingly similar marks, except as expressly permitted with our prior written permission.
6. If you collect information from others or use information generated by others, you will: obtain their consent, make it clear you (and not Juji) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
7. You will not publicize anyone's identification documents or sensitive information on Juji.

7.4 Embargoes

You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by United States or other applicable law from receiving the Services, or are on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals, you are not permitted to purchase any paid Services from Juji. You will ensure that: (a) your end users do not use the Services in violation of any export restriction or embargo by the United States; and (b) you do not provide access to the Services to persons or entities on any of the above lists.

7.5 Notices and Service Messages

You grant us permissions to use our websites and email to provide you with important notices. Also, you agree certain additional information can be shared with us.

If the contact information you provide is not up to date, you may miss out on these notices.

You agree that we may provide notices to you in any one or more of the following ways: (1) a banner notice on the Services, (2) an email sent to an address you provided, and (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

7.6 Information Sharing

When you share information, others can see, copy and use that information.

The Services allow sharing of information to the third-party sites, such as deploying your created chats/interviews to your Facebook page or Slack team space. Where we have made settings available, we will honor the choices you make. Accordance with your settings, you are fully responsible for complying with the usage policies of your specified destination sites.

8. Other Content, Sites and Apps

When you see or use others' content and information posted on the Services, it's at your own risk.

Third parties may offer their own products and services through Juji, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. Juji generally does not review content provided by our users. You agree that we are not responsible for third parties' (including other users') content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party apps or sites that link from the Services. If you allow a third party app or site to authenticate you or connect with your Juji account, that app or site can access information on Juji related to you and your information. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Juji is not responsible for these other sites and apps—use these at your own risk.

9. Limits

We have the right to limit how you connect and interact on the Services.

We're providing you notice about our intellectual property rights.

Juji reserves the right to limit your use of the Services, including the amounts of content you can upload for analyses. Juji reserves the right to restrict, suspend, or terminate your account if Juji believes that you may be in breach of this Agreement or law or are misusing the Services (e.g., violating any Do and Don'ts).

Juji reserves all of its intellectual property rights in the Services. For example, current and future Juji logos and other Juji trademarks, service marks, graphics, and logos used in connection with JUJI are trademarks or registered trademarks of JUJI. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

10. Disclaimer and Limit of Liability

10.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of the Services.

TO THE EXTENT ALLOWED UNDER LAW, JUJI (A) DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DOES NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDES THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

10.2 Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS JUJI HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), JUJI (AND THOSE THAT JUJI WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF JUJI (AND THOSE THAT JUJI WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE SAME AS (A) THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) ONE HUNDRED U.S. DOLLARS.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND JUJI AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF JUJI HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

10.3 Businesses

If you are a business, you will indemnify and hold harmless Juji and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

10.4 Changes

We may modify this Agreement from time to time. If you do not agree to the changes, stop using the Services (and remember to cancel any fee-based services) before the changes take effect. Your use of the Service after the effective date of any changes means that you agree to the changes. We may also, in the future, offer new services and/or features through the Services. Such new features and/or services shall be subject to the terms and conditions of this Agreement and any supplemental terms that accompany the new features.

11. Termination

We can each end this Agreement anytime we want.

Juji or you may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Users' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Sections 10, 12 and 14 of this Agreement;
- Any amounts owed by either party prior to termination remain owed after termination.

You can contact us to learn how to close your Juji account. See the contact information at the end of this Agreement.

12. Dispute Resolution

In the unlikely event we end up in a legal dispute, it will take place in California courts, applying California law.

You agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. We both agree that all of these claims can only be litigated in the federal or state courts of Santa Clara County, California, USA, and we each agree to personal jurisdiction in those courts.

13. General Terms

Here are some important details about how to read the Agreement.

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only. The terms in this Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) constitute the entire agreement and is the only agreement between you and Juji regarding the Services and supersedes all prior agreements for the Services. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

If we do not act to enforce a breach of this Agreement, that does not mean that Juji has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your use of Services) to anyone without our consent. However, you agree that Juji may assign this Agreement to its affiliates or a party that buys it without your consent. There are no third party beneficiaries to this Agreement.

The relationship between you and Juji is that of independent contractors, and not legal partners, employees, or agents of each other.

The use of the terms “includes”, “including”, “such as”, and similar terms, will be deemed not to limit what else might be included.

We reserve the right to change the terms of this Agreement. If we do and we agree that changes cannot be retroactive. If you do not agree to these changes, you must stop using the Services. You agree that the only way to provide us legal notice is at the addresses provided in Section XIV.

14. Juji “DOs” and “DON’Ts.”

14.1 Dos. You agree that you represent and warrant that you will

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;

- Immediately notify us if you learn of a security breach or other illegal activity on the Services;
- Protect your login credentials; and
- Use the Services in a professional manner.

14.2 Don'ts. You agree that you will not:

- Participate in or facilitate any unlawful and/or unethical activities;
- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the “name” or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by Juji);
- Create a false identity on the Services and/or misrepresent your identity;
- Use or attempt to use another's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Scrape or copy information on the Services through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others, including your employer);
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of Juji, including, without limitation, using the word “Juji” or our logos in any business name, email, or URL except as provided in our Brand Guidelines;
- Use Juji invitations to send messages to people who do not know you or who are unlikely to recognize you as a known contact;
- Post any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation unauthorized by Juji;
- Upload and/or post anything that contains software viruses, worms, or any other harmful code;
- Create accounts or provide content that promotes escort services or prostitution.
- Create or operate a pyramid scheme, fraud or other similar practice;

- Purchase, use, or access the Services for building a competitive product or service or for any other competitive purposes (as determined by Juji);
- Misuse the Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- Circumvent or attempt to circumvent any limitations that Juji imposes on your account (such as by opening up a new account to create a chat/interview that we have closed for a Terms violation).
- Unless authorized by Juji in writing, you may not probe, scan, or test the vulnerability of any Juji system or network.
- Copy, modify or create derivative works of Juji, the Services or any related technology (except as expressly authorized by Juji);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by Juji without our express consent (e.g., representing yourself as a Juji employee);
- Deep-link to our Services for any purpose other than to promote your brand or your portrait on Juji, without Juji's consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Services;
- Remove, cover or obscure any information included as part of the Services;
- Collect, use, copy, or transfer any information obtained from the Services without our consent;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information;
- Use bots or other automated methods to access the Services, including but not limited to the creation of fake accounts, adding and uploading information, and downloading and distributing the information offered by the Services;
- Monitor the Services' availability, performance or functionality for any competitive purposes;
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by Juji, such as juji.io;
- Override any security feature of the Services; and/or
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

15. Additional Terms

15.1 Language

These Terms are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

15.2 Country-Specific Terms.

If you are located in one of the following locations, the terms thereunder apply. Since Juji currently operates in the United States only and all its data storage and processing will be performed in the United States, you may not be allowed to use or subscribe to any of the Services.

While we will do our best to comply with relevant data privacy/security terms such as the GDPR terms for customers located in EU, we request you to contact us first before you use any of the Services if you are located outside of the United States.

Australia

AU1. ACL. Nothing in these Terms will restrict, exclude, or modify, or purport to restrict, exclude, or modify, any statutory consumer rights under the Competition and Consumer Act 2010 (Cth).

Europe

GDPR Terms for Customers in Europe

Effective Date and Definitions

These additional terms will apply to you from May 25, 2018, where you are a customer of Juji Europe UC and are operating as a “data controller” (as that term is defined in the GDPR) in your use of the Services.

The terms “personal data,” “data subject,” “processing,” and “processor” shall have the meanings given to those terms respectively in the GDPR.

Processing Instruction

By requesting the Services and agreeing to these Terms and the Juji privacy policies, you are providing us with instructions to process any personal data collected by you through the Service, on your behalf.

Customer Obligations

You shall ensure and hereby warrant and represent that you are entitled to transfer personal data to Juji so that Juji may lawfully process and transfer the personal data in accordance with these Terms. You shall ensure that relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection laws and have sole responsibility for the accuracy, quality and legality of personal data processed by Juji in the provision of the Services.

Juji Obligations

Where Juji is processing personal data on your behalf, it will:

(a) only do so on your documented instructions and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organization, and the parties agree that these terms and the Juji privacy policies constitute such documented instructions;

(b) ensure that all Juji personnel involved in the processing of personal data have committed themselves to confidentiality;

(c) where applicable to you and where it is technically feasible, make available information necessary for you to demonstrate compliance with your obligations under Article 28 of the GDPR, where such information is held by Juji and is not otherwise available to you through your account and user areas or on Juji websites, provided that you provide Juji with at least 14 days' written notice of such an information request;

(d) promptly notify you of all requests received directly from a data subject in respect of that data subject's personal data submitted through the Services;

(e) upon deletion by you, not retain personal data from within your account other than in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes (which are also deleted no later than 9-12 months after data is deleted from an account); and

(f) to the extent reasonably able, assist you as reasonably required (at your expense) where you wish to conduct a data protection impact assessment involving the Services.

Security Measures

Juji has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to your personal data.

Security Incident

If Juji becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, personal data ("Security Incident"), Juji will take reasonable steps to notify you without undue delay, but in any event within 72 hours of becoming aware of the Security Incident. Juji will also reasonably cooperate with you with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any other information reasonably requested by you in relation to any Security Incident, where such information is not already available to you in your account or online through updates provided by Juji.

International Transfer

Since Juji operates only in the United States, all data are transferred and processed in the United States. To the extent applicable, you appoint Juji as your agent for purposes of entering into any standard contractual clauses for such purposes on your behalf under these Terms.

Liability for Data Processing

The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this Section EU2 shall be as set out in these terms, unless otherwise agreed in writing.

16. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by users be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by our users.

17. Your Feedback and Suggestions

By submitting feedback and suggestions, you grant a non-exclusive, perpetual, irrevocable, and royalty-free license to any intellectual property rights you may have in your feedback and suggestions to Juji to use to improve any Juji products or services. You acknowledge that your submission of feedback and suggestions is voluntary and that Juji may already be considering or developing technology that is the same as or similar to your feedback or suggestions. Any Juji products or services will be owned exclusively by Juji even if incorporating your feedback and suggestions.

18. Use of Juji API

If you use Juji API (<https://juji.io/docs/api/>), please also refer to the Juji API Terms of Service at: <https://juji.io/util/juji-api-tos.pdf>.

19. Privacy Policy

If you are interested in reading the Juji privacy policy, you can find it at: <https://juji.io/util/juji-privacy-policy.pdf>

20. How to Contact Us

If you want to send us notices or service of process, please contact us by email: support@juji.io