JURO

API Terms of Use

Please read these API terms of use (**API terms**) carefully before using Juro's API (**our API**). By using our API, you agree to the API terms. If you don't agree, don't use our API.

General

In the API terms:

- **we**, **us**, **our** means Juro Online Limited (a company registered in England and Wales under company number 09684844 whose registered office is at 1 Long Lane, London SE1 4PG, United Kingdom).

- **you** or **your** means you and - if you're using our API on behalf of a business or organisation- includes you and that organisation.

By using our API on behalf of any organisation, you represent and warrant that you are authorised to enter the API terms (a legally binding contract with us) on behalf of that organisation.

We may update the API terms at any time by updating the terms on this page or by notifying you using any reasonable means. Updates will take effect 10 days after we post them or earlier if we notify you directly about the update. Please check back regularly for updates. If you don't agree to the updated API terms, stop using our API before the update takes effect.

Our API and how we work with developers

You can access our API and related documentation at api-docs.juro.com.

Our API is intended to be used as an interface between the Juro platform and applications or services provided by you. When you use our API, you may access or use certain content, materials and data made available via our API - we call this **API data**.

These API terms

We mainly care about protecting the Juro platform, Juro users and our API.

These API terms set out your rights and obligations when you use our API to interface between the Juro platform and your application and when you use API data.

If you use our other products or services (for example, if your organisation is a customer of ours), these are governed by different terms and conditions. If there is an inconsistency

between those other terms and conditions and the API terms, the other terms and conditions take priority.

If the API terms do not specifically say that you **can** do something using our API, the API data or the Juro platform, then you **cannot** do that thing.

Access to our API

You agree:

- to access our API using only the API key that we give you;

- to keep your API key secure and that you are responsible for any use of our API using your API key; and

- that you must not ask any Juro user to provide any passwords, usernames or other login credentials that they use to access the Juro platform directly to you (although you may store these details within our API in accordance with our API documentation).

How you may use our API

You must:

- get consent from each Juro user to allow your application to access the Juro platform through the API; and

- ensure your use of our API complies with:

    - the API terms;

    - all documentation relating to our API and the Juro platform that we make available to you (as we update it from time to time);

    - any terms applicable to your application;

    - any terms applicable to the Juro platform;

    - any other terms agreed between us and you; and

    - all applicable laws.

What you must not use our API for

You must not use our API to send spam or to interfere with or degrade our services in any way.

You must not use our API for any unlawful purpose or to promote any unlawful act, or in any way which:

- makes any private information on the Juro platform publicly available in your application;

- causes is intended to cause annoyance, inconvenience or needless anxiety;

- is abusive, harmful, threatening or defamatory or may otherwise cause offence (including uploading any material that contains a virus or other malicious code);

- does or could potentially breach a legal duty to someone else (including a duty of confidentiality) or infringe a person's right to privacy;

- promotes discrimination or is likely to incite hatred; or

- may infringe the intellectual property or other rights of anyone (including us).

You must also not:

- distribute, license, sell, rent, lease or otherwise deal in or encumber (for example, by granting a guarantee, mortgage or security interest) our API;

- modify, add to, or otherwise enhance our API;

- except as strictly necessary for you to integrate our API with your application and in a manner (and for a purpose) that complies at all times with the API terms, copy or decompile our API (except if the law says we can't restrict this);

- observe, study or test the functioning of our API or any part of it;

- infringe or copy our code or content or the design of the Juro platform, our API and any of our other intellectual property rights.

Licences to use our API and the API data

We grant you a non-exclusive, revocable and non-transferable licence, without a right to sublicense to end users, solely to use the API to interface between the Juro platform and applications or services provided by you and subject to the restrictions on use in these API terms.

The API licensed under the API terms includes any error corrections, patches, fixes, and any free-to-use updates, upgrades, new releases and new versions (if any) of our API. You must implement and use any releases we make as soon as possible and, in any event, within any time period we specify. We're not liable for any losses or claims that arise out of or in

connection with you using any prior iterations of our API after we make available any new release to you.

We grant you a non-exclusive, revocable, and non-transferable licence, without a right to sublicense to end users, to download, copy, display, view, and use the API data solely to enable the interface between the Juro platform and applications or services provided by you, save that you must not:

- create permanent copies of the API data;

- remove, alter, or cover up any trade mark, service mark, copyright or other proprietary notices contained in the API data;

- without our prior written consent, make derivative works of, or commercially distribute or otherwise exploit the API data, or use the Juro platform or the API data in a way that inaccurately suggests an association between you and us or our licensors; or

- otherwise exploit the API data in any way for any purpose except as specifically permitted by the API terms.

This means that:

- we can grant licences to anyone else (and retain rights to do things with our API and the API data ourselves);

- we can decide to take the licences back from you; and

- you are not permitted to transfer your rights to anyone else, or allow anyone else to use our API, the API data, or the Juro platform.

You accept that the API data may contain material protected by third party intellectual property rights. You must ensure that your use of that API data does not infringe those rights.

Except for your right to use our API, the Juro platform and the API data that is specifically set out in the API terms, all intellectual property rights in and to our API, the Juro platform and the API data are - and remain - ours or our licensors'.

If you acquire any intellectual property rights in our API, the Juro platform or any API data, you must (and hereby do) transfer these rights (both existing and future) with full title guarantee to us or anyone else we nominate. You must sign any documentation and do any things that we think are necessary to transfer those rights.

You agree that our API and the API data contain confidential and proprietary information. You must not conceal, modify, remove, destroy or alter in any way any of our proprietary markings on or in our API, the API data, or any related materials and documentation.

Data protection

You must at all times comply with your obligations under applicable data protection laws relating to your use of our API and the API data.

Our rights

We may access your API account and monitor your use of it to ensure that you are complying with the API terms.

You grant us a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence to use, reproduce, copy, download, view, modify, publish, edit, translate, distribute, perform, display and otherwise use any content or material that you provide to use through our API, including end user content or material and any data or analytics generated from them, as set out in our privacy policy (available at juro.com/privacy).

Our marks

All trade marks, logos and service marks (we call these **marks**) that appear on the Juro platform or our API are our registered and unregistered marks or are licensed for use by us by the owners of those marks.

Other marks are proprietary marks and are registered to their respective owners.

You should not construe anything contained on the Juro platform or our API as granting any licence or right to use any marks displayed on the Juro platform or our API without our written permission. Any use (if agreed) must comply with [our brand guidelines](#) (which we may update from time to time).

Misuse of any mark displayed on the Juro platform or our API, or any other content on the Juro platform, is strictly prohibited.

Confidentiality

You must keep our **confidential information** confidential. This means all information (of any kind and in any format and coming into your knowledge in any way) relating to our business, finance, technology, know-how, intellectual property rights, assets, strategy, products and other customers, where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given its nature or how it was disclosed.

You must only use our confidential information to use, and undertake development work with, our API. You must notify us immediately if you become aware of any unauthorised misuse, disclosure, theft or loss of our confidential information.

Unless you have our prior written consent, you may only use, disclose, copy or modify our confidential information (or permit others to do so) if it is strictly necessary for you to be able to do what you are permitted or required to do under the API terms.

You may disclose our confidential information to your officers, employees, agents, professional advisers and contractors (and permit them to use, copy, or modify our confidential information) if it is strictly necessary for you to be able to do what you are permitted or required to do under the API terms. You must inform each recipient that the information is our confidential information, and require them to observe the same confidentiality obligations as set out in the API terms. You remain responsible to us for any breach of those confidentiality obligations as if it were your own.

You may disclose our confidential information as required by law. If you are legally required to disclose any of our confidential information, then (if permitted by law) you must tell us promptly so that we can take steps to prevent disclosure, and you must cooperate with us in any manner we reasonably require.

Promises and disclaimers

You promise that:

- you hold all rights and have all licences required to use the API integration you develop and the API data; and

- your use of our API will not infringe our rights or anyone else's, nor will it breach any applicable laws.

To the maximum extent permitted by applicable law, you accept that our API is provided on an "AS IS" basis and that:

- our API may not be free of bugs or errors and that the existence of bugs or errors does not constitute a breach of the API terms;

- you are responsible for your own hardware, content and any other data uploaded through our API;

- we accept no responsibility for any liability that arises in connection with anyone else unlawfully obtaining access to your API account to abuse our API; and

- we accept no responsibility for any liability that arises in connection with the theft of your username or password by unauthorised third parties.

We do not promise that our API will be:

- uninterrupted or error-free; or

- compatible with third party software or equipment.

Any promises that we make (and we are not saying that we are, unless we are required by law to do so) depend on you using our API in compliance with the API terms and the latest versions of all of our API documentation.

We are not liable for, nor required to fix, any problem arising from:

- any modification made to any part of our API by anyone other than us without our express prior written consent; and

- any defect or error caused by any equipment or third party software used in connection with our API.

Subject to what it specifically says in the API terms and to the maximum extent permitted by law, we and our suppliers:

- make no other promise and do not agree to any other terms and conditions (express, implied or statutory) in relation to our API, the API data and the Juro platform or about the results to be achieved from using our API, the API data or the Juro platform; and

- are not liable for any loss or damage arising out of any virus or other malicious code.

Liability

Given that we are permitting you to access our API, we exclude and limit our liability to the maximum extent that we are permitted to under applicable law.

We are not liable to you for any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these are direct, indirect or consequential), or any indirect or consequential loss or damage whatsoever, arising under or in connection with these API terms, even if we were aware of the possibility that the loss or damage might be incurred by you.

We do not exclude or limit any liability to the extent that it cannot be excluded or limited by law (such as fraud, fraudulent misrepresentation, or personal injury resulting from our or our employees' negligence).

Other than as expressly stated, the limitations and exclusions of liability above apply to all losses, damages, liabilities and claims however arising, including in negligence or otherwise.

Indemnification

You agree to indemnify us against all losses or damage we suffer related to:

- your application infringing the intellectual property rights of anyone (including us);

- any misuse of our API or the API data, including any claim that your use of the API data infringes the intellectual property rights or privacy rights of anyone else; and

- any breach by you of any promise or non-performance of any of your obligations under these API terms.

This means that, in these circumstances, you will fully reimburse us for any losses on a £ for £ basis without us having to take steps to avoid or minimise our loss or to provide that our loss is direct or foreseeable.

Updates to our API

We may make changes to our API at any time and for any reason. You can access the updated API and any corresponding updates to related documentation at api-docs.juro.com. If any change we make is not acceptable to you, stop using our API. Your continued use of our API means that you accept the change to our API.

Termination

If you breach the API terms, your rights to use our API and the API data will automatically terminate and we can shut down or restrict your access to our API, the API data and/or your API integration.

Otherwise, the licences we grant under the API terms will continue until we terminate your use, which we may do at any time for any reason and without notice, or you stop using the API, the API data and the Juro platform.

If any of the licences we grant under the API terms terminates for any reason, you must promptly and permanently delete and destroy all copies of our API and API data in your possession or control.

Your obligations relating to our API, the API data, data protection, security and confidentiality and the indemnities and licences granted by you and the limitations and exclusions of liability set out in the API terms will continue even after any licences or the API terms have otherwise ended for any reason.

Other

Nothing in the API terms constitutes a partnership or creates a relationship of principal and agent between you and us for any purpose.

You are only permitted to allow a third party to benefit from our API (such as a related company of yours or your customers) if you ensure that such use:

- does not exceed your permitted use under the API terms;

- is controlled by you;

- does not involve the disclosure of any confidential information or API data (other than in accordance with the API terms); and

- is otherwise subject to and in accordance with the API terms.

Governing law and jurisdiction

The API terms and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) are:

- governed by, and construed in accordance with, the laws of England and Wales; and

- subject to the exclusive jurisdiction of the courts of England and Wales.