



Jam Up! – Spectrum Tailored Technologies Ltd

1. T&C's

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY BUYING THE APP, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT BUY THE APP.

OR

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

2. Who we are and what this agreement does

We SPECTRUM TAILORED TECHNOLOGIES LTD of 37 Edward Street, Truro, TR1 3AJ license you to use:

- "Jam Up!" version 1 mobile application software (**App**) and any updates or supplements to it.
- The related online documentation (**Documentation**).
- The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

3. Your privacy

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in [our privacy policy](#) and it is important that you read that information.

Other terms that may apply to you

The following documents also form part of these terms:

- [Our Cookie Policy](#), which sets out information about the cookies used by the App.

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4. Apple Store and Play Store's terms also apply

The ways in which you can use the App and Documentation may also be controlled by Apple Store and Play Store's rules and policies as set out at [Legal - Website Terms of Use - Apple](#) and [Google Play Terms of Service](#) as updated from time to time. Apple Store and Play Store's rules and policies will apply instead of these terms where there are differences between the two.

5. Operating system requirements

This App requires a compatible Android or iOS device with a minimum screen size of 375x667 pixels, running Android version 6+ or iOS version 15.1+.

6. Support for the App and how to tell us about problems

Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at <https://jamup.io/>.

Contacting us (including with complaints). If you think the App or the Services are faulty please email our support team at support@jamup.io for support. If you think the Services are misdescribed, or wish to contact us for any other reason including any complaints please email us directly at hello@jamup.io. We will use all commercially reasonable endeavours to resolve your complaint.

How we will communicate with you. If we have to contact you we will do so by email, or by SMS, using the contact details you have provided to us.

7. How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto [any number of your Android and iOS devices and view, use and display the App and the Service on such devices for your personal purposes only
- use any Documentation to support your permitted use of the App and the Service.
- provided you comply with the license restrictions given below, make up to one copy of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

8. You must be 18 to accept these terms and buy the App

You must be 18 or over to accept these terms and buy the App.

9. You may not transfer the App to someone else

We are giving you personally the right to use the App and the Service as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

10. Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

11. Update to the App and changes to the Service

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always match the description of it provided to you when you bought it.

12. If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

13. We are not responsible for other websites you link to

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

14. Licence restrictions

You agree that you will:

- except in the course of permitted sharing not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

15. Acceptable use restrictions

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- Uploading content to our app
- Whenever you make use of a feature that allows you to upload content to the App, or to make contact with other users of the App, you must comply with the **Acceptable use restrictions** set out above.
- You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- Any content you upload to the App will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the App a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below under **Rights you are giving us to use material you upload**.
- 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 the App constitutes a violation of their intellectual property rights or of their right to privacy.
- We have the right to remove any posting you make on the App if, in our opinion, your post does not comply with the **Acceptable use restrictions** set out above.
- If you wish to contact us in relation to content you have uploaded to the App and that we have taken down, please contact us using the contact details set out above.
- You are solely responsible for securing and backing up your content.
- You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.
 - We will suspend your service if you frequently upload illegal content

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- If you frequently upload material that is clearly illegal, we may suspend your access to our service for a reasonable period of time. We will warn you in advance if we plan to suspend you. When deciding whether to suspend you, we will consider:
 - how many items of clearly illegal content you have uploaded within a given time frame in terms of the volume of other content uploaded by other users during that time;
 - the gravity of the misuse, including the nature of the illegal content and its consequences (potential or otherwise);
 - where possible to identify, your intention in posting the material.
- If you frequently submit notices or complaints that are clearly unfounded, we may suspend the processing of any further notices or complaints from you for a reasonable period of time. We will warn you in advance if we propose to suspend processing of your notices or complaints. When deciding whether to suspend you, we will consider:
 - how many items of clearly unfounded notices or complaints you submitted within a given time frame in terms of the volume of other notices or complaints submitted by other users during that time;
 - the gravity of the misuse;
 - where possible to identify, your intention in submitting the notices or complaints.
- Rights you are giving us to use material you upload
- When you upload or post content to the App, you grant us the following rights to use that content:
 - a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media forever; and
 - a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of the site forever.
- We are not responsible for viruses and you must not introduce them
- We do not guarantee that the App will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programmes and platform to access the App. You should use your own virus protection software.
- You must not misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the App, the server on which the App is stored or any server, computer or database connected to the App.
- You must not attack the App via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.
- We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the App will cease immediately.

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16. Intellectual property rights

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

17. Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

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 or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the relevant app store site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will

contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

18. We may end your rights to use the App and the Services if you break these terms

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

19. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20. You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

21. No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

23. Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

24. Which laws apply to this agreement and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

25. Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, we will endeavour to use alternative dispute resolution.