

## **Jitty – Terms and Conditions** **July 2024**

### **1. ABOUT US**

- 1.1. We are Get Complete Ltd, trading as Jitty ('**Company**', '**we**', '**us**', or '**our**'), a company registered in England and Wales with company registration number 14453869 and registered address 20-22 Wenlock Road, London N1 7GU.
- 1.2. We operate the Sites [www.jitty.com](http://www.jitty.com) (the '**Website**') and the Jitty mobile application (the '**App**'), which we will refer to collectively as the '**Sites**.'
- 1.3. If you have any questions or concerns about either the Site or the App, please contact us by sending an email to [hello@jitty.com](mailto:hello@jitty.com):

### **2. ABOUT THESE TERMS**

- 2.1. These legal terms ('**Terms**') apply to your access and use of the Sites. You should also review our **Privacy Notice** (at [this address](#) which explains what personal data we collect when you use our Sites and apply to the Sites.
- 2.2. By accessing our Sites, you acknowledge that these Terms are legally binding between us. If you don't agree with any of these Terms, you should stop accessing and using our Sites.
- 2.3. You must be at least 18 years old to use our Sites. By using our Sites, you confirm that you are at least 18 years old. We may amend these Terms from time to time if the needs of our business changes. Please check back regularly to check for any updates.
- 2.4. These Terms form a legally binding agreement made between you and us, which apply to your access to and use of the Sites. By continuing to use the Sites, you agree that you have read, understood and agree to be bound by these Terms.
- 2.5. We may amend these Terms from time to time if the needs of our business changes. Please check back regularly to check for any updates. Changes will be indicated by us updating the 'Last updated' date of these. Please ensure that you review these Terms to stay informed of updates, which you will be deemed to have read, understood and accepted by your continued use of the Sites.

### **3. CONTENTS OF AND INFORMATION PROVIDED ON THE WEBSITE AND THE APP**

- 3.1. The purpose and goal of operating our business and making available the Sites, is to provide clear, comprehensive and accurate information about residential properties for sale, to better help consumers to make the right purchasing decisions.
- 3.2. The Sites function as a search engine and we use an AI tool developed by us, to search the internet for all available information relating to the property which we are able to access. This information is then displayed on our Sites to provide uniquely comprehensive property details.
- 3.3. We take information from various sources to incorporate into our property listings on the Sites, and do everything in our control to ensure this information is accurate.
- 3.4. We have no control over, and don't accept any responsibility for, the content of any third-party sites. If we include a link to any third-party sites, this doesn't mean that we endorse or recommend the organisation which operates it. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk. Please ensure you have read and understood terms relating to all third-party sites that you use.
- 3.5. We are fully aware of our obligations under the Consumer Protection from Unfair Trading Regulations 2008, the Digital Markets, Competition and Consumers Act, and the Material Information in Property Listing (Sales) Guidance (the "**Requirements**"). Having carefully reviewed our obligations under the Requirements, we believe that Jitty and the Sites are compliant and will always act in a way which ensures we are aligned with both spirit and letter of the Requirements.
- 3.6. Given that we rely on information from various sources, we are unable to provide an absolute guarantee that all information on property listings on the Sites is accurate and up to date. The listings we include in the Sites must not be solely relied on by you in making a

transactional decision in relation to a property and you should carry out **Your Due Diligence** (paragraph 4 below) before making any such decisions.

- 3.7. As detailed at paragraph 9, we cannot be held responsible for any inaccuracies on the Sites or transactional decisions which are made on the basis of the information on the Sites alone.
- 3.8. Our business and the Sites exist to serve and protect consumers in relation to property purchases. Please contact us if you have any questions or comments on Jitty, these Terms or the Sites at the following email: hello@jitty.com.

#### 4. YOUR DUE DILIGENCE

- 4.1. Property purchases are one of the most significant purchasing decisions that a consumer may make in their lifetime. Such a decision requires, in most cases, significant due diligence. Whilst we strive and do all things in our reasonable control to provide accurate information on our Sites, you should carry out thorough due diligence if you are considering any property purchase, which may include the following:
  - a) Contact the estate agent with whom the property is listed, to obtain and check information (the details of which are included for each property listing where available).
  - b) View the property in person (normally arranged through the estate agent.)
  - c) Check the Land Registry for information about the property including whether it is freehold or leasehold, legal ownership and whether there are any issues with the property which will need to be checked e.g. an outstanding mortgage. The link to the Land Registry is [here](#).
  - d) Carry out checks on the property e.g. Local Authority Search, Water and Drainage Search, Environmental Search, Planning Search etc. A qualified solicitor (see paragraph 4.6 below for details) can help with these searches and checks.
  - e) Appoint a surveyor to carry out a check on the property – information can be found online about how to locate an appropriate surveyor, for example the RICS website [here](#).
  - f) Arrange for the conveyancing, to properly complete the purchase, is carried out by a qualified solicitor. All solicitors are listed in the Law Society website [here](#). A solicitor should carry out all relevant checks and searches, ensure that ownership of the property is properly transferred to you and will arrange for the deeds at the Land Registry to be updated.

#### 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The intellectual property rights in the Sites and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Sites (**'Content'**) are owned by either us, our licensors, or owners of the third party websites which provide property related information (e.g. estate agents' websites) (together **'Owners'**).
- 5.2. The Owners reserve all intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.
- 5.3. Nothing in these Terms grants you any legal rights in the Sites or the Content other than as necessary for you to access it.
- 5.4. If you are a consumer, then subject to the rest of these Terms, where we provide you with an option to do so, then you may download material from the Site for the purposes of using the Site and your property search. However, you are not permitted to use any trade marks or trade names that are displayed on the Sites; or copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Site, unless you have our express written permission.
- 5.5. If you are a business, then subject to the rest of these Terms, you are not permitted to use any trade marks or trade names that are displayed on this Sites; or copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Site, without express written permission from our legal team.

## 6. USING THE SITES – ACCEPTABLE USE AND YOUR RESPONSIBILITIES

- 6.1. We reserve the right to suspend the operation of our Sites at any time. We may also restrict access to some parts of our Sites to users who have registered with us.
- 6.2. You are responsible for maintaining your own internet connection for accessing the Sites.
- 6.3. As a condition of your use of the Sites, you agree not to:
- a) misuse or attack our Sites by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack);
  - b) attempt to gain unauthorised access to our Sites, the server on which our Sites is stored, or any server, computer or database connected to our Sites;
  - c) remove, delete, obscure, disable, modify, add to, tamper with, or circumvent any program code or data, copyright, trademark, or other proprietary notices, labels or copy protection software contained on the Sites;
  - d) use our Sites:
    - i) in any way that breaches any applicable local, national or international law or regulation;
    - ii) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
    - iii) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our terms of User Generated Content below at paragraph 7;
    - iv) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 6.4. When using our Sites you must:
- a) notify us immediately if you suspect that any use of the Sites is, or will lead to activity that is, fraudulent or unlawful;
  - b) notify us immediately of any circumstances where any intellectual property rights or any other rights of any third party may have been infringed;
  - c) not do or promote anything likely to impair, interfere with or damage our platform or electronic communications network, or cause harm, harassment or distress to any persons; and
  - d) not do anything which involves the transmission of junk mail, chain letters, unsolicited mass mailing, instant messaging, “spimming” or “spamming”.
- 6.5. We may prevent or suspend your access to the Sites if you do not comply with these terms or any applicable law.
- 6.6. We may suspend or terminate access or operation of the Sites at any time as we see fit. We do not promise that the Sites will be available at all times or that your use of the Sites will be uninterrupted or error-free.

## 7. USER GENERATED CONTENT

- 7.1. Where our Sites enable you to post messages, profiles or any other form of communication on the Sites (**‘User Generated Content’**), you must not:
- a) promote or contain information that you know or believe to be inaccurate, false or misleading;
  - b) create computer viruses or implement any form of software or scripts onto the Sites that have the appearance of coming from a user or candidate (for the avoidance of doubt, this shall not apply to API use);
  - c) promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - d) harass or advocate harassment of another person;
  - e) promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
  - f) promote any illegal activities; or
  - g) invade or violate any third party’s right to privacy.

- 7.2. If we have reason to believe that a user has breached this policy, we reserve the right to:
- a) refuse to publish any User Generated Content or links to third party content, or to at any time remove or edit User Generated Content (in whole or in part) or any link to third party content;
  - b) issue a warning to you;
  - c) suspend your use of all or part of the Sites;
  - d) close or suspend any user account details you have with us;
  - e) disclose any User Generated Content to law enforcement authorities as appropriate or as required by law; and/or
  - f) take legal action against you.

## **8. USER ACCOUNT AND PASSWORD SECURITY**

- 8.1. If you need a username or password to access any part of our Sites you agree to:
- a) ensure that any details provided to us are accurate;
  - b) keep your username or password secure and confidential;
  - c) let us know promptly if you believe that your username or password has been compromised.
- 8.2. We may terminate your access to any Sites or any password-protected areas of our Sites at any time, if we believe that your use of our Sites is affecting the security and stability of our Sites or is detrimental to other users.

## **9. LIMIT OF LIABILITY**

- 9.1. We do not exclude or limit in any way our liability to consumers or businesses 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 (excluding our members) or subcontractors and for fraud or fraudulent misrepresentation.
- 9.2. Subject to clause 9.1:
- a) we will not be responsible for inaccuracies of any information on our Sites, including property listings.
  - b) we will not be liable for any failures due to software or internet errors or unavailability.
  - c) we do not accept any liability for loss of your password or account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.
  - d) we will not be responsible for or any other circumstances beyond our reasonable control.
- 9.3. We will not be liable for any loss or damage caused to you by any virus, distributed denial of service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material, due to your use of our Site or its contents in any way.
- 9.4. If you are a consumer, you agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.5. If you are a business user, we exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.
- 9.6. We will not be liable to any users for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- a) use of, or inability to use, our Site;
  - b) use of or reliance on any content displayed on our Site.
- 9.7. We will further not be liable for:
- a) loss of profits, sales, business, or revenue;
  - b) business interruption;
  - c) loss of anticipated savings;
  - d) loss of business opportunity, goodwill or reputation; or
  - e) any indirect or consequential loss or damage.

## **10. LAW AND JURISDICTION**

The laws of England and Wales apply to these terms. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales, unless you are a consumer and live in either Northern Ireland or Scotland. In which case, you can choose to bring a claim in England and Wales or in the courts of another part of the United Kingdom in which you live.

