



TAKE DOWN POLICY

1. What this policy covers:

This policy outlines the process you must follow if you want to request the removal of content from our platform that:

- includes your personal data (e.g. your face, name or other identifiable data)
- that infringes your copyright.

2. Grounds for removal

We will consider take down requests, under the following circumstances:

- your personal data has been posted to our platform by another user, (e.g. your image) without your consent;
- the content constitutes harassment; or
- the content includes your intellectual property rights and you have not authorised their use.

3. How to submit a request

3.1. To initiate a request to remove personal data from our platform that has been posted by another user of our platform, please contact us at takedown@jigglejiggle.com and provide the following information:

- your full name and contact details;
- proof of your identity (e.g. passport);
- the username of the account that has posted the content;
- the URL of the content that includes your personal data;
- the ground on which you are relying to remove your personal data (see paragraph 2 above);
- a description of the personal data involved; and
- your signature (physical or digital)

If you provided your personal data to us directly and want to exercise your rights under your local data protection law to request that we stop processing your personal data or to withdraw your consent for us to process your personal data (where we were relying on your consent to process that personal data) you need to follow a different procedure with us. See 'Your legal rights' section in our Privacy Notice for more details.

3.2. To initiate a request to remove content that harasses you or that infringes your intellectual property rights, please contact us at takedown@jigglejiggle.com and provide the following information:

- your full name and contact details;
- proof of your identity (e.g. passport);
- the username of the account that has posted the content;
- the URL of the content that includes your personal data;
- the ground on which you are relying to remove the content (see paragraph 2 above);
- if you are claiming that the content harasses you:
 - a clear statement explaining why the content is harassing;
 - a description of how the content affects you (e.g. emotional distress, reputational harm);
 - if you know the person that has posted the content, a brief background of your relationship with them and any prior harassment or threats;
- if you are claiming that the content infringes your intellectual property rights:
 - a statement that you are the copyright owner or authorised to act on their behalf and evidence of your authorisation;
 - a declaration that the use is unauthorised and infringes your rights; and
- a statement that your claim is truthful and your signature (physical or digital)

4. Review Process

- 4.1. Once we have received your request, we may ask you or other people for further information or supporting documents to verify your identity and to assess your request.
- 4.2. When we have all the information we need, we will review it and your request within 3 working days to see whether it breaches Our Agreement With You, including our Policies.
- 4.3. If your request is approved, your personal data will be removed (if you made such a request) or the content to which you own the intellectual property rights or which harasses you, will be removed, within 2 further working days. We will let you know when we have actioned this.
- 4.4. If your request is denied, we will let you know why and offer you the right to appeal.
- 4.5. The person who uploaded the content may also appeal a take down, if they believe it was actioned in error. If you are the person that wishes to appeal because your content has been removed, email us within 30 days of our notice to you of the take down, at takedown@jigglejiggle.com, providing the following details:
 - your full name and contact details;
 - the username of the account under which the content was posted;
 - an explanation of why you think your content complies with Our Agreement With You (including its Policies).
- 4.6. We will then grant, grant in part, or deny your appeal, and we will notify you of our decision.

5. No liability

We are not liable for any interruption of access to any account, including any loss of earnings or customers, even if we approve some or all of a removal request.

6. Denial of removal requests

We reserve the right to deny removal requests if:

- the content does not infringe privacy rights;
- you cannot reasonably be identified in the content;
- the request is made in bad faith (see below) or lacks sufficient evidence;
- the person posting the content has not breached Our Agreement With You

7. Abuse of our take down process

There are a small number of users who do not legitimately raise requests, because they are made in bad faith, can be considered obsessive or unreasonable, are false, are designed to cause disruption, annoyance or harassment or do not have any serious purpose. If you are a user that does this, we may terminate your account with JiggleJiggle.

8. Escalation option

- 8.1. If your request is denied or partly denied, and you have requested the removal of content because you did not consent to the inclusion of your personal data in it, you may escalate the matter to the appropriate regulatory body, such as the Information Commissioner's Office in the UK. Otherwise, if you disagree with our decision, you may choose to try to resolve the dispute with us with an appropriate out of court dispute settlement body. In the UK, you could use a body like CEDR. In the EU, you can find suggestions for this type of body here (<https://digital-strategy.ec.europa.eu/en/policies/dsa-out-court-dispute-settlement>) We will pay the reasonable costs of such dispute resolution. However, if we believe your request is made in bad faith, is obsessive, unreasonable, false or designed to cause disruption, annoyance, harassment or does not have any serious purpose, we reserve the right to refuse to pay for your costs of the dispute resolution and can terminate your account with JiggleJiggle.
- 8.2. We are not bound by any decisions made by an out-of-court dispute settlement body and may refuse to engage with an out-of-court dispute settlement body if a dispute concerning the same content, and the same grounds of alleged incompatibility with Our Agreement With You has already been resolved.

9. Who we are

We are Sugar and Spice Media Limited trading as JiggleJiggle, a limited company (registration number 15167831) registered in England and Wales. Our registered office address is at 124 City Road, London, United Kingdom, EC1V 2NX. To contact us, please email: takedown@jigglejiggle.com.

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