

TERMS AND CONDITIONS

These are the terms and conditions governing the use of this website and the agreement that operates between JustReview and the Customer („Conditions”).

Definitions

The following definitions apply in these Conditions:

„Supplier” or “JustReview”– Mateusz Haber doing business as JustIdea Sole Trader, addres: ul. Rakowicka 1, 31-511 Kraków, REGON: 363139946 NIP: 9442213016;

„Customer” – the person or firm who purchases Services from the Supplier;

„Charges” - the charges payable by the Customer for the supply of the Services in accordance with paragraph 4;

„Civil Code” – Civil Code Act of April 23, 1964 (Journal of Laws of 2019, item 1145, as amended);

„Individual Account” – the Customer’s unique panel on the Supplier’s Platform, activated after completing the registration process, which is required to use the Services;

„Services” – the services provided by the Supplier to Customers, consisting of giving Customers access to an IT tool, which allows Customers to collect reviews about their company from other platforms and embed them on the Customer’s website;

“Platform” – The JustReview website, located at <https://justreview.co/>;

„Contact” – contact@justreview.co

„Conditions” – these terms and conditions;

„Contract” – the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions;

„Login” – the Customer’s e-mail, given during the registration process, which is necessary for authorization when accessing the Individual Account;

„Password” – a string of alphanumeric characters, necessary for authorization when accessing the Individual Account, which is specified by the Customer during the registration process;

„Connectors” – online platforms, from which the Customer obtains user reviews;

„Widgets” – elements in a graphical user interface of the Customer’s Website, through which the Customer may present reviews;

„Subscription Fee” – an amount of money the Customer is required to pay the Supplier for the Subscription. The Subscription fee varies depending on the type of Subscription;

„Coupon” – A code consisting of a string of alphanumeric characters, which allows the Customer to extend of the free trial for a certain amount of time;

„Customer’s Website” – the Customer’s company website, where the user reviews will be embedded;

“Platform” or “JustReview website” - The JustReview website, located at <https://justreview.co/>;

„Billing date” – the date on which a Subscription will get renewed and the payment will get collected;

„Subscription” – the Customer’s temporary right to use JustReview’s Services;

„Subscription Period” – the length of time between the payments the Customer is required to pay the Supplier (a month or a year depending on the Customer's choice);

„Free Trail” – the period during which the Customer may trial the Services without charge.

1. General Provisions

1. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
2. The Customer should:
 - a. co-operate with the Supplier in all matters relating to the Services;
 - b. provide the Supplier with such information as the Supplier may reasonably require in order to supply the Services and ensure that such information is complete and accurate.
3. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation, the Supplier is not liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations.
4. Customer must not misuse Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Customer must not attempt to gain unauthorised access to Platform, the server on which Supplier’s Platform is stored or any server, computer or database connected to Service. Customer must not attack Supplier’s Platform via a denial-of-service attack or a distributed denial-of service attack.

5. The minimum technical requirements, which must be met in order to cooperate with the Supplier's ICT system and use the Platform are as follows: (1) a PC, laptop or other multimedia devices with an Internet connection; (2) e-mail access and a valid email address; (3) An Internet browser: Mozilla Firefox ver.17.0 or higher, Internet Explorer ver. 10.0 or higher, Opera ver. 12.0 or higher, Google Chrome ver. 23.0 or higher, Safari ver. 5.0 or higher; (4) The recommended minimal screen resolution is 1024x768.
6. The Customer is not allowed to:
 - a. use the Platform with the intention of running a business that would be harmful for the Supplier's interests, is in a conflict with the law, morality or would violate third party's personal rights,
 - b. supply the Platform with unlawful content,
 - c. use the Platform in a way that would disrupt the Platform's functioning,
 - d. use the content of JustReview's website in any other way than for private use.

2. Individual Account

1. In order to use certain features of the Service, the Customer must register for an Individual Account and provide certain information as prompted by the account registration form, including e-mail, brand, domain and unique password.
2. No credit card information is required during the registration process.
3. Full acceptance of present Terms and Conditions and Privacy Policy is necessary for the creation of the Individual Account.
4. After the submission of a registration form, the Customer will receive an e-mail confirmation of registry of the Individual Account. With this confirmation, the Customer is given full access to the Customer's Account, along with an option of changing the data filed in the Registration Form.
5. The Customer's consent to the Supplier's processing of personal data is voluntary but failure to grant the consent to the personal data processing makes it impossible to register an Individual Account.
6. The Customer is obliged to take his/her best efforts to maintain confidentiality and not to disclose the Password or other Account details to third parties.
7. The Customer must notify the Supplier immediately upon becoming aware of any breach of security or unauthorized use of the Individual Account. Additionally, the Customer should immediately change the Password, using the appropriate functionalities within the Individual Account.

8. The Customer may not use as a username the name of another person or entity or a name that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than Customer without appropriate authorization, or a name that is otherwise offensive or vulgar.

3. Subscription

1. Features of the Platform are provided on a monthly or annual Subscription basis, beginning with the payment of the initial Subscription Fee.
2. The Customer may choose between four different types of Subscription:
 - a. JustReview Basic – is the most basic form of Subscription. This Subscription connects the Customer's Domain with Facebook and Google, allowing for the display of up to 100 reviews on the Customer's Website. Choosing this option also grants access to the basic JustReview Badge Widget. With this Subscription, the Customer's review data will be updated once in 24 hours. JustReview Basic Subscription is free forever.
 - b. JustReview Plus – this Subscription connects the Customer's Website with all available Connectors, allowing for the display of up to 1 000 reviews on the Customer's Website. This Subscription grants the Customer access to a wider variety of Widgets. The Customer's review data will be updated every 12 hours. Each review is exported to CSV. This type of Subscription grants access to additional services, such as LiveChat Support and White Label.
 - c. JustReview Pro – The Customer can display up to 10 000 reviews on their Website, with access to all available Connectors in the Service. By using this form of Subscription, the Customer is granted access to all available Widgets. The Customer can also make use of Widget extras, not accessible for other Subscriptions. The Customer's review data will be updated every hour. Each review is exported to CSV. This form of Subscription also yields additional services in form of LiveChat Support and White Label.
 - d. JustReview Enterprise – The Customer can display an unlimited amount of reviews on their website, with access to all available Connectors. Furthermore, this Subscription allows for displaying reviews from additional Connectors, not available for other forms of Subscription, on the Customer's demand. The Customer is also granted access to all accessible Widgets and Extras. This type of Subscription grants immediate real-time updates of all reviews, and additional features such as LiveChat and Telephone Support, White Label and Api Access. To start the JustReview Enterprise Subscription, the Customer should contact the Supplier.
3. To start the JustReview Plus or the JustReview Pro Subscription, the Customer should open the "Upgrade your account" tab and choose one of the available Subscription

options. Pressing “Start free trial” button confirms the selection and begins the ordering process.

4. Then, the Customer will be required to provide personal information such as first name, last name, address, city, state, country („Billing address”). Indication of the telephone number and the company name is optional.
5. The Customer is also required to provide payment details such as card number, the date of expiry of the card and CVV (card verification number).
6. As the final step, the Customer will be shown the summary of the order. The Customer confirms the order and the accuracy of provided billing and payments details by pressing the “Subscribe” button.
7. The Agreement is concluded for the Subscription period (monthly or annual) and renews automatically for another Subscription period, unless the Consumer cancels the Subscription.
8. The Customer may cancel the Subscription at any time.
9. Both Subscription options (JustReview Plus and JustReview Pro) are preceded by a free 7-day trial. The 7-day trial might be extended for a longer period of time, provided that the Customer has a Coupon.
10. The Supplier charges the applicable Subscription fee for the first Subscription period on the last day of the Free Trail period. To avoid charges, Customer should cancel the Subscription before the last day of the Free Trail.
11. The Customer is eligible for only one Free Trail per type of Subscription. At any time and without notice, JustReview reserves the right to modify the terms and conditions of the Free Trial offer or cancel such a Free Trial offer.
12. The Customer may change type of Subscription at any time. New Subscription terms will be applicable from the next Subscription period.

4. Charges and Payments

1. The Subscription fees stated in Euro are net fees, VAT exclusive.
2. The Subscription fee is increased by VAT for the Customers from EU territory.
3. Payment for the Services is by direct debit via the external payment system Stripe, operated by Stripe, Inc. with registered office in San Francisco, California, United States.
4. The Customer’s designated credit card will be charged automatically on the Billing date.
5. The payments will be recurring, which means that payments will be made to the Supplier by the method and at the recurring intervals (once a month or once a year) indicated by

the Customer, until the Subscription for that Service is terminated by the Customer or by the Supplier.

6. The Subscription fee for the next Subscription period is charged on the Billing date. Subscription fees are charged in advance of the applicable Subscription period.
7. Customer must cancel the Subscription before the Billing date to avoid being charged for the following Subscription period.
8. By authorising recurring payments, the Customer is authorising the Supplier to store the Customer's payment instrument's data and to process such payments as charges to the Customer's designated credit card.
9. The Subscription fee on the JustReview website at the moment of placing the order is the final fee, binding both upon the Customer and the Supplier. Once the order is placed, the Subscription fee for the initial Subscription period will not change, notwithstanding any fee adjustments made by Supplier and regardless of any special offers.
10. The Supplier, however, reserves the right to change the Subscription fees. Any Subscription fee change will become effective at the earliest at the end of the then-current Subscription period. The Supplier will inform the Customer at least 30 days before the Subscription fee change becomes effective. The Customer will have the opportunity to cancel the Subscription before the fee changes, in accordance with Clause 4.6 above.
11. The Customer's continued use of the Service after the Subscription fee change comes into effect constitutes an agreement to pay the modified Subscription fee amount.
12. In addition, the Supplier reserves the right to launch new types of Subscriptions, launch and cancel special offers on the Platform or change them in line with the Civil Code and other applicable laws.

5. Complaints

1. The Customer may lodge a complaint to the Supplier in relation to the operation of the Platform or provided Services. The complaint should be submitted in electronic form and sent to the Supplier's e-mail address: contact@justreview.co and contain information and circumstances regarding the subject of the complaint and Customer's contact details, including Customer's website domain.
2. The Supplier shall immediately, but not later than within 14 days from the date of its submission, review the complaint and respond to the Customer.

6. Intellectual Property Rights

1. Subject to the Customer purchasing the Subscription in accordance with Clause 4 and Clause 5, the Supplier grants to the Customer a non-exclusive, non-transferable license, without the right to grant sublicences, to access and use the JustReview's software during the Subscription period solely in accordance with these Terms and Conditions.
2. The license covers the following fields of exploitation:
 - using The JustReview's software, in particular displaying, applying;
 - integrating The JustReview's software with Customer's website and Customer's accounts on third party websites from which reviews will be collected; solely for the purpose of using the Services.
3. The license referred to in the Clause 6.1 and 6.2 above will expire upon termination of the Contract.
4. The Customer may use the Services only in a manner and for purposes expressly permitted by these Conditions. Any rights not expressly granted in these Conditions are reserved.
5. The Supplier reserves all rights, including patents, copyrights, trade secrets, trademarks and other intellectual property rights related to Services and JustReview's website.
6. The Customer is not allowed to:
 - a. modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services,
 - b. reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services,
 - c. access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas,
 - d. resell or sublicense the Services.
7. Under this agreement, the Customer allows the Supplier to use the Customer's trademarks for informational and marketing purposes, in particular, the Supplier acquires the right to embed the Customer's trademarks on the JustReview's website. In order to use the Services during the Free Trial period Customer is obliged to place JustReview's badge on his/her Website.

7. Termination of Contract

1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract at any time by cancelling the Subscription. The Customer may cancel the Subscription via the control panel within his/her Individual Account.
2. The Contract will be terminated with effect at the end of the current Subscription period. Prepaid Subscription fees will not be refunded.
3. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect (after setting an additional time-limit of no less than 30 days for termination of infringements) by giving written notice to the Customer, if the Customer:
 - a. flagrantly violates the provisions of these Terms and Conditions,
 - b. violates accepted norms and standards,
 - c. behaves in a way, which is offensive to the Supplier or damages Suppliers' brand reputation.
4. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect, without setting an additional time-limit, if the Customer use the Services in a manner that violates provisions of the generally applicable law.
5. The Contract shall terminate at the end of the current Subscription period, if the Supplier is unable to charge the Subscription fee for the next Subscription period, due to rejection or denial of transaction. The Supplier shall notify the Customer, if the attempt to charge the Subscription fee fails. Within the next 30 days the Supplier will try to charge the Subscription fee and then repeat this process five times. If these attempts are unsuccessful, the Contract is consider terminated.
6. In the event of termination of the Contract, the Customer will not be entitled to use the Services, unless he concludes a new Contract on the terms specified in this document, according to the current offer available on the JustReview Website.

8. Liability

1. JustReview shall take necessary steps to ensure that the Platform and the provided Services function properly, to the extent resulting from the current technical knowledge and undertakes to remove any irregularities reported by Customers within a reasonable time.

2. The Customer is obliged to use the Services provided by JustReview in accordance with these Terms and Conditions, provisions of generally applicable laws, as well as accepted norms and standards.
3. The Supplier is not liable for any defects in the functioning of the Platform and the Services resulting from the Customer's negligence. In particular, the Supplier is not responsible for improper functioning of the Platform and the Services resulting from the technical condition of the Customer's IT system or errors in data transmission (internet connection). The Supplier reserves the right to update and change the Platform from time to time to reflect changes to the Services, the Customers' needs and the Supplier's business priorities. The Supplier will try to give the Customer reasonable notice of any major changes.
4. The Supplier does not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. JustReview may suspend or withdraw or restrict the availability of all or any part of Platform for business and operational reasons. The Supplier will try to give you reasonable notice of any suspension or withdrawal.
5. JustReview is not responsible for the reviews which are posted onto the Customer's website when using the Services, in particular if the reviews:
 - a. are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b. are discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - c. are otherwise illegal or causes damage or injury to any person or property.
6. JustReview is not liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising in connection with use of the Services.
7. The Customer assumes sole responsibility for results obtained from the use of the Services and for conclusions drawn from such use also those that may appear in third parties' systems. The Supplier has no liability for any damage caused by errors or omissions in any information provided to the Supplier by the Customer in connection with the Services, or for any actions taken by the Supplier at the Customer's direction in provision of the Services, in particular resulting in extracting data from or making changes to the third parties systems/platforms/websites.
8. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- a. the Customer is given prompt notice of any such claim;
 - b. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - c. the Customer is given sole authority to defend or settle the claim.
9. The Customer takes full responsibility for managing the reviews on the Customer's website. In particular, the Customer is solely liable for any violation of the rights of third parties caused by reviews posted on Customer's website and is obliged to satisfy any claims related to it in the manner provided by law.

9. Other Services provided electronically

1. The Supplier, in accordance with these Terms and Conditions, provides the following Services free of charge for Customers:
 - a. Newsletter
 - b. Individual account
2. In order to start the Newsletter Service, the Customer is required to give their consent for receiving the Newsletter by giving their e-mail address in the appropriate box on the JustReview's website. The Customer confirms their consent by pressing the activation link sent by the Supplier to a given e-mail address.
3. The Newsletter is provided for an indefinite period of time, free of charge. The Customer may, at any time, without giving any reason, unsubscribe from the Newsletter by clicking the deactivation link included in every e-mail message sent to the Customer or by sending a relevant request to the Supplier.
4. The Individual Account Service is available after the registration process, in accordance with paragraph 4 of this document. The Service consists of granting the Customer an individual panel in the Supplier's ICT system, which allows the Customer to use the additional functions of the Platform.
5. The Customer is entitled to request discontinuation of JustReview's Services aforementioned in the Clause 9.1 above. With such a request, the Newsletter Service or Individual Account is terminated, and the Supplier must delete the Customer's Individual Account or the Customer's data from the Newsletter's database, in accordance with the "Privacy Policy" document, available at JustReview's website.

10. Data Protection

1. JustReview is a data controller and responsible for Customer's personal data.
2. JustReview applies appropriate technical and organizational means, to ensure the protection of personal data.
3. The rules and purpose of processing Customer's personal data are included in the "Privacy Policy" document, available at JustReview's website.

11. Final Provisions

1. The Conditions shall apply from 01.01.2020.
2. The Supplier reserves the right to amend these Conditions. Amendments will take place on the day the new Conditions are posted on the Website. Any significant changes to these Conditions will be announced by the appearance of an appropriate message on the Website.
3. The provisions of these Conditions are in accordance with generally applicable law.
4. For matters not covered by these Conditions, generally applicable provisions of Polish law shall apply, in particular the Civil Code and other relevant provisions of generally applicable law.
5. If any provisions of this Conditions prove to be invalid or ineffective, it shall not affect the validity or effectiveness of the remaining provisions of these Conditions.
6. The contact details of the Supplier are indicated in the "Contact" tab.