

## TERMS AND CONDITIONS OF *reviewsmatter.io*

Dear Customer, by accepting these Terms and Conditions, you declare that:

- be aware that the complete insertion of the required data in the form ("Form") of Free Trial and its signature in electronic mode (through the appropriate button), is equivalent to contractual acceptance of this document and the Annexes;
- be aware that the subscription to the Service will become effective only upon receipt of the notice of successful activation sent by *reviewsmatter.io* via e-mail ("Welcome Email");
- having read and accepting, without reservation, all the provisions and clauses set forth in this document, which are reproduced in full below;
- having read, understood and accepted the economic terms and conditions contained in this document;
- having read, understood and expressly accepted, pursuant to and for the purposes of Art. 1341 of the Civil Code, the following provisions of the Terms and Conditions: "OPERATION OF THE SERVICE"; "WARRANTIES"; "UNAUTHORIZED USE"; "INTELLECTUAL PROPERTY AND COPYRIGHT"; "LIMITATIONS OF LIABILITY AND SUPERVENING IMPOSSIBILITY"; "MODIFICATIONS TO THESE TERMS"; "CONFIDENTIALITY AND PRIVACY"; "EXPRESS TERMINATION OF CONTRACT"; "ASSIGNMENT OF CONTRACT"; "NULLITY"; "APPLICABLE LAW AND JURISDICTION"; "PERSONAL DATA"; "GENERAL CLAUSE".

### DEFINITIONS

For the purposes of these Terms and Conditions and the Annexes, the definitions set forth in this article shall apply.

**Subscription:** is the period during which the Customer, upon completion of the Registration phase and payment of the monthly fee, uses the Platform Services. The cost of the Subscription is closely related to the number of Activities entered by the Customer in his/her account.

**Customer Account:** is the main account, created directly by the Customer, through which you can manage your Subscription.

**User or User Account:** are the licenses of use with limited functionality of the Service activated by the Customer Account.

**Attachment(s):** are the documents having legal force that can be consulted on the Site including but not limited to: the privacy policy and the cookie policy.

Activity: refers to one or more of the business activities managed by the Client, connected to the Client Account.

Carousel: is the mode with horizontal interface of using the Widget feature. This feature allows the Client to display the best 15 most recent reviews (having text message).

Chat: is the support service included in the Platform, which refers to the third-party service offered by *reviewsmatter.io*, through which the Customer can communicate directly with a member of the Company's team to receive the required support.

Customer(s): is the natural and/or legal person who, as part of his/her business activity, uses the Service offered by the Company.

*reviewsmatter.io* or Company: is the company of *JRJ Consulting*. e-mail: [support@reviewsmatter.io](mailto:support@reviewsmatter.io)

Feed: is the mode with vertical interface of using the Widget feature. This feature allows the Client to expose the best 15 most recent reviews (having text message).

Features: are the features of the Platform that the Customer can access by browsing the Site.

Integrations: is the feature present in the Platform that allows the Client to import within it the Public Reviews on third-party sites such as Facebook, Google, TripAdvisor, etc.

Interested parties: are the Client's customers and/or users invited to review the Activity. They must be informed in advance by the Client about the purpose of the processing of personal data and the use of the Service offered by *reviewsmatter.io*.

Free Plan: is the free plan offered by *reviewsmatter.io* that will start from the receipt of the Welcome Email.

Public Review(s): are the reviews published on third-party sites and integrated into the Platform.

Private Reviews: are the reviews that the Customer receives in the Platform and decides to keep confidential.

Registration: is the stage of subscribing to the Subscription, as described in the "Features of the Service" section of this document.

Sectors: are the areas of Activities.

Service: is the innovative system developed by *reviewsmatter.io*, which allows Customers to integrate, manage, monitor and share Public Reviews, as well as send requests for reviews to Interested Parties.

Site: is the domain <https://reviewsmatter.io> owned by *JRJ Consulting*

Software and/or Platform: is the platform conceived, designed, built and put on market by *reviewsmatter.io* , which responds to the domain "app. *reviewsmatter.io*".

Terms and Conditions: is this document that governs the general terms and conditions between *reviewsmatter.io*, its Customers and any User Accounts connected to it.

Widget: is a computer function that allows, through a link provided by the Platform, the inclusion of the best and most recent reviews on the site of one's Activity.

## SUBJECT

These Terms and Conditions and the Annexes on the Site, govern the contractual relationship between *reviewsmatter.io*, the owner and proprietor of the Platform, and Clients. Acceptance of the Terms and Conditions and the Annexes by the Customer is a prerequisite for initiation of the Free Plan and activation of the Subscription.

The Customer declares that it has carefully read these Terms and Conditions and the Annexes before sending the Form and starting to use the Service.

The Customer, without having to physically sign any paper form, may sign these Terms and Conditions and the Annexes, in the sense of full acceptance of them, after completing the entry of the required data in the Form and finally selecting the appropriate button.

The selection of the aforesaid button shall be understood as a subscription to all effects of the Terms and Conditions and the Annexes, as well as the regulations contained therein. It is understood that the validity of acceptance of this document will also extend to the Registration phase.

Through the completion of the Form, the Customer also accepts the sending by *reviewsmatter.io* of information via e-mail and/or SMS to facilitate the use of the Service.

## OPERATION OF THE SERVICE DESCRIPTION

*reviewsmatter.io* operates in the IT sector by offering Customers the Service, which allows the Customer Account to enter Activities in their own Sector and to take advantage of the Functionalities described later.

The Customer Account through the Integrations will be able to manage and aggregate Public Reviews. The best Public Reviews will be able to be placed within the corresponding Activity's website via Widgets.

In addition, the Client Account will be able, by entering the data of the Interested Parties, to send them e-mails, SMS and/or Whatsapp messages, to request them to review the Activity they have used, thanks to the "Send Link" feature.

The Customer Account can, in addition, decide to automatically send the Interested Parties the request to issue a review, through the section called "Automate".

## FUNCTIONALITY

- Feedback Manager is the section that allows the Client Account to monitor and analyze the flow of Public Reviews received.
- My Activity: in this section the Client can add, remove, update and/or manage Activities (divided by Sectors) and Integrations.
- Send Links: through this Functionality, the Client sends requests to Interested Parties to

release reviews through e-mail, SMS and/or Whatsapp messages via a link automatically generated by the Platform (the "Link"). Interested Parties who click on the "Positive Experience" button will be able to decide on which third-party site (Facebook, Google, TripAdvisor, etc.) to release their review. If, on the other hand, Interested Parties click on the "Negative Experience" button they will be directed to fill out a form, the answers to which will be imported into the Negative Reviews section. The maximum number of emails you can send per month is 100, of SMS is 20 and of messages through Whatsapp 100 per month for the free plan, 1000 emails, 100 sms and unlimited Whatsapp for the pro plan

- Edit template: thanks to this Functionality the Customer Account can edit the text to be included in the email, SMS and/or Whatsapp message sent via the Send Requests Functionality. In addition, the Customer Account can customize the templates of posts to be shared on social channels via the "Post for Social" Feature.

- Site Widget: through this section, the Client Account can use the Link to post the latest best public Reviews on the site of the corresponding Activity corresponding, through the Carousel, Feed, Pop-up, Badge and Video modes.
- Affiliation: this is the section in which the Client Account enters the data of companies third parties who intend to use the Service, and if these companies complete the Registration procedure, the Customer Account becomes an Affiliate. The Affiliate receives for each third-party company a commission of 40% of the corresponding Subscription, which the Company agrees to invoice monthly.
- Sharing on Social: is the Functionality of the Platform that allows the link to the Client Account's social profiles in order to share Public Reviews on social platforms (Facebook and Instagram) via Edit Template.
- Analytics: functionality to monitor growth and distribution of reviews.

## ACCESS TO THE SERVICE

The Customer who intends to access the Service holds two different options he/she can take advantage of, namely:

1. book the Demo and subsequently start the Free Plan;
2. start the Free Plan directly.

### Demo

The potential Client can book a 30-minute video conference with a member of the Company's Team to receive a free demonstration of the Service and respective Features. The booking is made through the third-party site [www.calendly.com](http://www.calendly.com), to which the potential Client is led back. It is specified that the Company is not liable for any malfunctioning of that site. The data required from the potential Client to book the Demo are:

- first and last name;
- e-mail address;
- Company website.

The Company reserves the right to send a notice to remind the Customer of the date and time of the scheduled Demo.

### Trial Period.

The potential Customer, by entering the data requested by the Company and clicking on "try it for free for 14 days", gets the opportunity (after receiving the Welcome E-mail) to try free of charge the Services offered by *reviewsmatter.io*

for 7(seven) days. At the end of this period, the Customer, if he/she wishes to continue using the Services, must start the Registration procedure.

It is specified that during this period of time, the Company reserves the right to send e-mail communications regarding the above described Features.

The data required from the Customer to start the Trial Period are:

- e-mail and new password (the "Credentials");
- first and last name;
- company name;
- company logo (optional);
- telephone number (optional).

After completing the data entry to start the Trial Period, the Customer may make the Integrations.

## REGISTRATION, VERIFICATION, CANCELLATION

### Registration and Verification

The Registration procedure begins only after the end of the Trial Period, and ends after entering the payment method via "Add a Card" and filling out the Registration form (the "Form"). After completing the Registration procedure, the Customer will receive an e-mail confirmation of successful Registration (the "Confirmation Notice") and the Subscription will be activated. The Customer will be able to access his profile, by entering appropriate credentials chosen by him, and will be able to continue using the Services throughout the Subscription period.

The following data should be entered within the Form:

- if the Customer is a natural person:

- first and last name;
- tax code;
- billing address;
- payment details;
- cell phone number (optional).

- If the Customer is a legal person:

- registered office;
- company name;
- vat number;
- legal representative master data and tax code;
- billing data: pec SDI code;

- payment data;
- cell phone number (optional).

The Client is obliged to promptly inform the Company of any changes in the data entered within the Form. It is specified that such data will be stored in the Customer's personal profile and will be processed in accordance with *reviewsmatter.io* privacy policy, which can be found in the "Privacy Policy" section of the Site, available in full at the following link

*<https://reviewsmatter.io/privacy-policy>*

Should the Customer complain about irregularities regarding the handling of his/her personal data communicated during Registration, or simply wish to request its deletion, he/she may contact the Company at the following e-mail address *support@reviewsmatter.io* indicating "REQUEST FOR DELETION OF PERSONAL DATA" as the subject.

#### Cancellation

The Customer has the option to cancel the Subscription at any time by clicking on the appropriate button called "cancel subscription". In this case, the Company reserves the right to ask the Customer certain questions regarding the reasons for cancelling the Subscription. It is understood that failure to answer such questions does not hinder the Customer's cancellation. Following the request for termination, the Company will send a confirmation e-mail.

#### RULES OF CONDUCT AND COMMITMENTS OF THE PARTIES

From the receipt of the Welcome Email the Customer is obliged towards the Company to:

- use the Platform in accordance with the conditions defined in this document and to apply all necessary security measures in order to avoid the disclosure of data to unauthorized third parties;
- not to reproduce, extract, reconstruct, reuse any element of the Platform, in any way, in any form and in any medium;
- use the Software and the Services in compliance with applicable legislation, with particular regard to Legislative Decree No. 206 of 2005 so-called "Consumer Code," especially in relation to the prohibition of deceptive, unfair or aggressive commercial practices, and the privacy provisions set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of

personal data, as well as the legislation on intellectual property, image rights and e-commerce.

Both the Company and the Client, each to the extent of its competence, undertake to:

- adopt any security measures required by law, which are appropriate to ensure the protection and security, physical and logical, of their documents, data and/or information and in general of their computer system;
- operate in accordance with the legal provisions on the protection of safety in the workplace (Legislative Decree 81/08 and subsequent amendments and additions), protection of personal data (Legislative Decree 196/03 and subsequent amendments and additions, as well as EU Regulation 2016/679 - hereinafter "GDPR"), civil and criminal protection of programs, data, computer systems, electronic communications and databases and to supervise the work of its appointees;
- perform any and all disclosures to the relevant tax and administrative authorities that may be required in consideration of the digital preservation of the documents indicated, related or connected to the Services and this document.

The Service and all rights thereto are and shall remain the property of the Company, which, by entering into these Terms and Conditions, does not intend to transfer any rights in the Services to the Customer.

The Customer agrees to comply with, perform in good faith and with the diligence of a good family man, the commitments made and arising from the use of the Services.

## CORRESPONDENCE

The Customer, in exchange for the preparation, management and provision of the Services, agrees to pay the Company a monthly fee for each Activity related to the Customer Account (the "Fee").

The Company may use coupons, discount coupons and/or functional promotions review and/or differentiate the quantification of the Fee.

It is specified that the invoicing of the Consideration will be carried out by the Company within 12 (twelve) days from the activation of the Subscription, which also verifies the correctness of the data entered by the Customer (the "Verification") and if an error is found, it will be communicated to the Customer for appropriate correction.

## Payment terms, delays and termination

The Customer is required to pay the Fee on a monthly or annual basis, through the payment method entered during Registration.

The Customer will be granted the option to withdraw from the Service and terminate the Subscription by activating the termination process, as explained above.

## DURATION OF THE CONTRACT

The contract has a monthly duration and is automatically renewed for the respectively agreed duration (1 month), unless the Customer decides to proceed with the termination process described above. The Customer's right to terminate the contract for just cause remains unaffected.

## SERVICE MANAGEMENT

The Company will render its Services with organization of means and management at its own risk, in a workmanlike manner, in accordance with the quality standards and technical characteristics suggested by normal business practice with respect to activities such as the subject of the service itself. The Company undertakes to carry out all activities necessary, expedient, useful or functional, according to the principles of fairness and good contractual faith, for the preparation, organization and management of the Services in favor of the Client.

## Auxiliaries

For the performance of any activities necessary, expedient, useful or functional for the preparation, management and delivery and rendering of the Services, the Company and the Customer may use their own trusted associates, employees or collaborators. In this regard, the parties will each be responsible for the work of their own auxiliaries. All economic and legal relations will be directly, and exclusively, between each party and its auxiliaries.

## WARRANTIES

Customers' warranty rights are governed by applicable regulations, including those relating to licensing of the Software, term and revocable, and provision of services related to their operation.

## SOFTWARE SECURITY AND WARRANTY

*reviewsmatter.io*, in order to ensure the proper functioning of the Service and, in particular, the security of the data loaded and stored on its Software, uses anti-intrusion software and protocols.

Should the Customer encounter problems related to the operation of the Software, he/she may request support via Chat or he/she must send appropriate communication via e-mail to "*YOUR EMAIL*" containing the details to qualify the problem.

*reviewsmatter.io* reserves the right to proceed to the resolution of the problem presented by the Customer, directly or through third parties designated for this purpose.

For the duration of the contractual relationship, *reviewsmatter.io* guarantees the Customer the necessary assistance on the Software.

It is understood that *reviewsmatter.io* shall not be held liable for any damage caused directly or indirectly to the Customers if such damage is a consequence of intent or gross negligence on the part of the Customer.

## WARRANTY LIMITATIONS

It is understood that the warranty, except in cases of willful misconduct on the part of *reviewsmatter.io*, does not specifically cover any replacements for damages and/or malfunctions due to or resulting directly or indirectly from:

- fortuitous events or force majeure (such as, but not limited to: floods, structural collapse, natural or biological events, etc.);
- misuse of the Software (such as, but not limited to: tampering with the same or use for purposes other than the enjoyment of the Services);
- willful misconduct, negligence, inexperience, recklessness on the part of the Customer;
- temporary interruption of the operation of the Software due to maintenance periodic and necessary maintenance.

The Customer, for itself and its assigns, releases *reviewsmatter.io* from any liability for "consequential damages" or "lost profits," such as loss or loss of income, resulting from the unavailability or downtime for the time necessary to repair, maintain and/or upgrade the Software.

## USE NOT PERMITTED

Customers are not permitted to:

- reverse engineer, disassemble and/or modify the Software, create derivative works on the code of the Software or any portion thereof;
- circumvent computer systems used by *reviewsmatter.io* and/or its licensors to protect the content of the Software and Customer documents;
- copy, store, modify, change, or alter in any way the contents of the Software;
- use any robot, spider, site search/retrieval application, or any other automated device, process, or means to access or retrieve technical specifications on the Software;
- resell, rent, license or sublicense the Services, without prior consent from the Company;
- disseminate or publish illegal, obscene, illegitimate, defamatory or inappropriate content and/or otherwise place it alongside the *reviewsmatter.io* brand;
- publish and advertise other services having the same or similar specifications as those provided by *reviewsmatter.io* ;
- provide false or defamatory information about *reviewsmatter.io* and its Services to third parties;
- use the Services offered by *reviewsmatter.io* in any other improper manner that violates these Terms and Conditions and the content of additional documents on the Site;
- respond to Public and/or Private Reviews with content that is inappropriate, defamatory, illegal, obscene, illegitimate, and/or offensive content
- using language that is defamatory, misleading, and/or may induce violence when editing the review release request in the appropriate section Edit Template;
- violate any applicable laws in the above matters.

If the Customer's actions violate, in form and substance, the above requirements, or, while complying with them, create economic, reputational or legal risks for *reviewsmatter.io* , *reviewsmatter.io* reserves the right to immediately discontinue the provision of Services with respect to the Customer. In such a case, *reviewsmatter.io* will send the Customer an e-mail notification with information on the reasons and modalities for discontinuing the Services.

#### INTELLECTUAL PROPERTY AND COPYRIGHT

The Customer acknowledges that the Company is the sole owner of the intellectual property rights related to the Software (including trademark rights,

copyrights in the Company's texts and graphical interfaces and in general all materials and processes used in the conduct of the Company's business) and that these rights are protected by the laws applicable in this regard (including laws protecting industrial property, copyright and competition).

It is therefore understood that any use not in accordance with this agreement, or any use after the expiration, termination, or otherwise termination of the contractual relationship, will constitute a violation of the Company's rights. All trademarks, whether figurative or nominative, and all other signs, trade names, service marks, word marks, trade names, illustrations, images, logos, which may be registered in the name of *reviewsmatter.io* and pertaining to the Services or the Software, are and remain the exclusive property of the Company or its licensors, in accordance with applicable national and international intellectual property laws.

#### LIMITATIONS OF LIABILITY AND SUPERVENING IMPOSSIBILITY

*reviewsmatter.io* , within the limits of the regulations in force, is liable for damages of a contractual and extra-contractual nature caused to the Customer or to third parties, exclusively when these constitute an immediate and direct consequence of malice or gross negligence. The Customer expressly exempts and releases *reviewsmatter.io* from any liability, to the extent permitted by applicable law, in relation to any damages or claims, its own and/or of third parties, of any kind and nature, including direct or indirect incidental damages, on persons or property, damages resulting from lost profits, reputational damages, loss of data, replacement costs, resulting from the Customer's failure to comply with or violation of these Terms and Conditions.

Should the Company be unable to guarantee the use of the Services due to a supervening impossibility, it will immediately notify the Customers in writing specifying whether it is a total or partial impossibility.

In the first case, the contractual relationship will be understood to be terminated as of right pursuant to Article 1463 of the Italian Civil Code, guaranteeing however the Service on the policies stipulated up to that moment and regularly paid.

In the second case, at the Customer's request, the Company will continue to perform that part of the Service that is nevertheless feasible, but the User will be entitled to a corresponding reduction in the fee in proportion to the duration of the impediment and the remaining usefulness of the Services during the period of partial performance.

## MODIFICATIONS TO THESE TERMS

*reviewsmatter.io* reserves the right to amend the provisions, of this document and the Annexes, at any time and for such reasons as it sees fit.

Any changes will be communicated to the Customer by e-mail and/or by posting on the Site. Amendments shall be effective as of the first day of the first month following the month in which the Company shall have pre-announced them to the Customer in writing, unless legal regulations or administrative measures impose or result in an earlier or later effective date.

In case of disagreement, the Customer may withdraw without charge from this document and the Service, by notice by e-mail which must be received by the Company no later than fifteen calendar days from the date of receipt of the notice of change in the conditions.

In such case, the withdrawal will become effective at midnight of the day preceding the day on which the changes would otherwise have been effective. In the event of withdrawal, the Company will invoice the Customer only for the Services offered to the Customer up to the effective date of the withdrawal.

The Customer, who decides to continue to use or have used the Service, following the modification(s), of one or more parts of the aforementioned documents, made by *reviewsmatter.io* , will automatically accept the new terms and conditions.

## CONFIDENTIALITY AND PRIVACY

Each party undertakes to maintain - and to ensure that its auxiliaries maintain - absolute confidentiality and secrecy with regard to any aspect, news and information relating to the other party's business of which it may become aware during the term of the contractual relationship, including but not limited to any news or information pertaining to the organization, know-how, clientele, services, products, and contractual conditions applied.

## EXPRESS TERMINATION OF THE CONTRACT

*reviewsmatter.io* shall have the right to terminate the contractual relationship pursuant to Article 1456 of the Italian Civil Code upon the occurrence of the following events qualifying as a serious breach:

(a) use of false credentials, false documents or otherwise not traceable to the Customer, including the indication of promotional codes/conventions without being entitled to them;

- (b) failure or delay in payment of amounts due within the timeframe set forth herein;
- c) if the Customer, despite a written warning, does not stop a serious violation of these Terms and Conditions or if it does not immediately remedy the consequences already occurred in connection with such violations;
- d) in case of improper use by the Customer of the benefits arising from the allocation of particular conventions or agreements in place between *reviewsmatter.io* and third parties.

The termination shall take place by written notice addressed to the contact details communicated during Registration by the Customer or subsequently updated. In any case, *reviewsmatter.io* right of action for further damage remains unaffected.

#### TRANSFER OF THE CONTRACT

*reviewsmatter.io* reserves the right to transfer, assign, dispose of by novation or subcontract all or any of its rights or obligations under these Terms and Conditions, provided that Customer's rights hereunder are not affected. Customer shall not assign or transfer in any way its rights or obligations under these Terms and Conditions without the written permission of *reviewsmatter.io* .

#### COMMUNICATIONS

Any communication regarding the Services should be sent using the following contact information:

Email: *support@reviewsmatter.io*

#### NULLITY

Should any provision of these Terms and Conditions be deemed void, voidable or, more generally, ineffective, it shall not affect the nullity, voidability or ineffectiveness of the remaining provisions contained herein, which shall continue in full force and effect.

The provision of these Terms and Conditions that may be declared invalid shall be amended in good faith so as to conform to the renewed validity requirements or balanced lawfulness criteria and, once amended, shall be deemed valid from the outset.

#### APPLICABLE LAW AND JURISDICTION

All disputes, regarding the performance, compliance, interpretation and validity of these Terms and Conditions and the Annexes, shall be subject to European law. *reviewsmatter.io* and the Customer undertake to make a prior attempt at conciliation, by means of a communication to be sent to each other's addresses, containing the details about the disputed matter. If within 60 days of the aforementioned request, the attempt at conciliation is unsuccessful, the aforementioned parties undertake to devolve the dispute, within the limits of the applicable legislation, to the jurisdiction of the Italian courts, with exclusive jurisdiction identified in the Rome forum.

#### PERSONAL DATA.

As autonomous data controllers, both the Company and the Customer undertake to process the personal data of which they will become aware in the context of this contractual relationship, in full compliance with the purposes of the Service and in any case in the manner and under the conditions required by law (first and foremost, by Article 13 of the GDPR). The Company, as the owner of the processing of Customer data, undertakes to process the personal data acquired in the context of the provision of the Services in the manner and for the purposes set out in the privacy policy which can be consulted in full at <https://reviewsmatter.io>.

#### GENERAL CLAUSE

Use of the Service constitutes full acceptance of these Terms and Conditions. By accepting these Terms and Conditions, the Customer declares that he/she has read and understood what is covered by them. He/she also declares that he/she will abide by what is prescribed regarding the limits of use.

#### SUPPORT - CUSTOMER CARE

If the Customer encounters any problems in the use of the Service or, wishes to exercise any of the guarantees related to them, he/she may communicate them via the Support Chat or, alternatively, he/she must send *reviewsmatter.io* an appropriate communication containing the details of the issue to the following addresses:

E-mail: [support@reviewsmatter.io](mailto:support@reviewsmatter.io)

Thank you for your attention!