



Terms of Service

The company, Centauri Software Ltd trading as ReviewFilter, offers web applications for the hospitality and service industry, which gathers guest experience information from the web, and subsequently analyses it to present the User with useful information about the performance of his business.

This document, consisting of five pages, contains the terms and conditions that apply with respect to that service provided by the company. These Terms of Service apply at all times. Please read the following Terms of Service carefully.

1. Definitions

- a) Centauri Software Ltd, trading as ReviewFilter, hereby referred to as 'the company'.
- b) User: a natural person or legal entity that concludes an Agreement with the company in order to use the Services.
- c) Agreement: any agreement that is concluded between the company and the user that is subject to these Terms of Service.
- d) Services:
 - making the Web applications available via the Internet;
 - other services defined in the Agreement.
- e) Account: the user's personal area of the Web applications.
- f) Login details: the details, such as username and password, which must be entered to gain access to the Web applications.
- g) Terms of Service: these terms and conditions.
- h) Party: Each party to the Agreement, either the company or the user.
- i) Web applications: the applications made available by the company to the user via the Internet.

2. Applicability

- a) The Terms of Service govern the use of the Services and form part of each Agreement between the company and the user.
- b) Any terms and conditions or exceptions put forward by the User do not form part of the Agreement, unless the company has explicitly accepted them in writing.

3. Conclusion

- a) The Web applications and supplementary Services, where applicable, may be offered in different variants/packages, in principle via the Website.
- b) The user accepts the offer on the Website made by the company (for one or more of the available packages) by filling in the appropriate electronic form and/or completing the electronic ordering process.
- c) An Agreement is concluded by that acceptance.



- d) The offer made by the company is not available to natural persons who are not acting in the course of a profession or of a business. Consumers are therefore prohibited from concluding an Agreement with the company.

4. Duration and termination

- a) Unless otherwise stated in the Agreement, the agreement is concluded for an indefinite period. The Agreement with an indefinite period may be terminated at any time and without stating any reasons or grounds for doing so, and shall take effect one month after the moment of receipt by the company.
- b) Any other Agreement than the Agreement for an indefinite period can't be terminated before the end of the contract period. The yearly agreements have an automatic renewal of two months prior to the termination date. Renewal will always be for the same period as the original agreement.
- c) Termination by user within the contract period is only possible with the prior written consent of the company. A change in management, ownership or size of business of user is explicitly not a ground for termination.
- d) The company has the right to terminate the agreement with immediate effect in case the user violates its terms, provided in case the violation is capable of being cured, the company shall not have this right until the company has notified the user and has given a reasonable period to cure said termination.
- e) Either party may terminate this agreement immediately in case the other party goes out of business or is declared bankrupt or insolvent.

5. No cooling off period

- a) The statutory regulations in respect of distance contracts do not apply, as the Agreement does not constitute a consumer purchase.
- b) Following conclusion of the Agreement, there is thus no period during which said Agreement may be terminated free of charge.

6. Authorised access

- a) The authorized user will receive his Login details from the company, which he must enter to gain access to the Web applications and his Account.
- b) The Web applications may only be used by the authorized users, on provision of the Login details.
- c) The company may assume that a user logging onto the Web applications using the Login details actually is the user. After access has been obtained to the Web applications through user's login details, the user bears the full responsibility and risk for all subsequent activities undertaken in the Web applications (including the Account).
- d) In the event of any misuse or suspicion of misuse of the Login details, the User must notify the company immediately, so that the latter can take action.



- e) If the company realizes that the user's login details have been divulged to unauthorized third parties, it will notify the user and take suitable action.
- f) The user will keep any contact details in his Account up to date and warrants that they are correct. The user will immediately notify the company electronically of any changes in other details (including personal data) that are relevant in connection with the performance of the Agreement.

7. Terms of use

- a) The Services may not be used in a manner that is contrary to the rights of third parties.
- b) If the user acts in contravention of any provision of these Terms of Service, the company is entitled, with immediate effect and without stating reasons:
 - 1. to refuse, block access to, modify or to delete the Account;
 - 2. to suspend the provision of Services;
 - 3. to dissolve the Agreement.

8. Updates

- a) The company is entitled to modify the software of the Services as the occasion arises for the purposes of improvements to the functionality and the rectification of errors. Because the Services are offered to multiple Users, it is not possible to omit a modification for a single User. The company is not liable for compensation for loss incurred as a result of the modification of the Services.

9. Availability and maintenance

- a) The company will make every effort to provide uninterrupted availability of the Services, but does not offer any guarantees thereof, unless otherwise agreed by means of a Service Level Agreement concluded to that effect.
- b) The company reserves the right to deactivate the Service temporarily for maintenance, modification or improvement of the Service and the web servers of the company. The company will attempt to ensure that deactivation of Service causes as little hindrance as possible to the users.
- c) Under no circumstances will the company be liable to pay any compensation for damage sustained by the user due to the Service being unavailable for maintenance purposes.

10. Security

- a) The company uses secure socket layer certificates (SSL) to encrypt data transmissions to and from the website, application and API.
- b) All password data is stored in an encrypted format.

11. Prices and payment

- a) All prices indicated on the Website and in brochures, offers and other materials are subject to typographical errors. No liability will be accepted for typographical errors.

- b) In order to use the Services, the user shall owe the company the applicable fee indicated on the website or in the written quotation.
- c) Unless expressly agreed otherwise, the user shall pay in advance for the use of the Services via an (electronic) payment method made available on the Website or following an invoice sent or emailed.
- d) The user consents to receiving electronic invoicing from the company.
- e) If the user has not fulfilled his payment obligations within 30 days from invoice date, the company is authorized to block all Services or Agreements concluded between the user and the company (temporarily or otherwise).
- f) The company is authorized to increase the rates on a periodical basis. The company shall notify the user at least one month in advance of the rate increases.
- g) If the announced price increase is more than 5% per annum, the user is entitled to terminate the Agreement prematurely as per the date of the price increase, with due observance of a notice period of one (1) month.

12. Liability

- a) Under no circumstances is the company liable for any indirect damage sustained by the user or third parties, including consequential damage, loss of data, turnover, or damage as a result of their disclosure, and immaterial damage.
- b) The liability of the company against the user, on whatever ground (including failure to comply with a warranty obligation), shall be limited to the subscription fees paid by the user, up to a maximum of £500.00 (five hundred GBP) whereby a series of connected events shall be considered a single event.
- c) The user indemnifies the company against any and all claims brought by third parties on any ground whatsoever in respect of compensation of damage, costs or interest in connection with this Agreement and/or the Services.

13. Force Majeure

- a) The company will not be obliged to comply with any obligation towards the user if it is prevented from doing so as a result of a circumstance over which it has no control.
- b) In the event of such a situation involving Force Majeure – which in any event includes disruptions in the telecommunications infrastructure, Internet, domestic disturbances, mobilization, war, traffic congestion, strikes, lockouts, import and export restrictions, business interruptions, supply delays, fire, flood and breaches by suppliers on whom the company is dependent in the performance of an Agreement – the performance of the Agreement may be suspended without that leading to any obligation to pay compensation.
- c) If a situation involving Force Majeure prevents compliance for longer than two months, either Party will be entitled to terminate the Agreement immediately without that giving rise to any obligation to pay compensation.

14. Intellectual property rights



- a) All intellectual property rights in respect of all the Service software that is made available pursuant to the Agreement, including preparatory material, vests exclusively in the company or its licensors. The user shall exclusively acquire non-exclusive and non-transferable rights of use and powers as are explicitly granted hereunder or otherwise and for the rest the user shall not multiply the Services or other materials or make any copies thereof.
- b) The user is not permitted to remove or change any marks on the software with respect to copyrights, trademarks, trade names or any other intellectual property rights associated with the software (the Services).
- c) The company is permitted to take technical measures to protect the Service software. If the company has secured the software by technical means, the user is not permitted to remove or circumvent such security measures.

15. Confidentiality

- a) The parties undertake to maintain strict confidentiality with respect to all information received from the other party. The parties shall also impose this obligation on their employees and on third parties engaged in the performance of the agreement between the parties.
- b) Information shall in any event be considered confidential if it is designated by either of the Parties as such.

16. Amendments to the General Terms of Service

- a) The company reserves the right to amend or supplement these Terms of Service.
- b) Amendments will also apply in respect of Agreements that have already been concluded. An amendment will not enter into effect until one (1) month after notification of the amendment has been given by electronic notification. Minor amendments may be made at any time.
- c) If the user does not wish to accept an amendment to these Terms of Service, he may terminate the Agreement.

17. Final provisions

- a) The Agreement is governed by English law.
- b) Insofar as the relevant provisions of mandatory law do not provide otherwise, any disputes that arise further to the Agreement will be submitted to Her Majesty's Court Service in England.
- c) Partial nullity: in the event that one or more of the provisions of this Agreement and/or the Terms of Service should be nullified, the remaining provisions of this Agreement and/or the Terms of Service shall remain in full force. In this case, the Parties shall agree on (a) new provision(s) to replace the nullified provisions, having regard to the purpose and purport of the original Agreement and/or Terms of Service as far as possible.



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