

## **Terms and Conditions**

*These Terms and Conditions disclose the outline relating to the b.spotted service (the "service") and the acquisition, use and transfer of certain information, including a customer's personally identifiable information in connection with the usage of the b.spotted service (the "service") through b.spotted.*

*When making use of the service, the client approves the acquisition, usage and transfer of his / her data, including personally identifiable information as it is outlined in these Terms and Conditions.*

### *Service and Features*

*The service provided by bspotted can be taken from this agreement along with the product descriptions (BE.DIGITAL, BE.SOCIAL, BE.ALLSTAR), which can be viewed on the official b.spotted website.*

*The main service covers the distribution of business data and information of a business, product, brand, events etc. entered by the client to various platforms, social networks, apps, navigation system etc. (= partner, third-party provider). Said partners can be looked up in the product description.*

*Furthermore, b.spotted distributes its clients' social media content to social platforms which offer a posting feature themselves.*

*On top of distributing business information and marketing content, b.spotted also gathers reviews, ratings, critiques and messages of consumers from all various platforms and apps and displays them for the client clearly on the b.spotted dashboard.*

*Bspotted makes sure that the client can at any time add, change and erase business information through the service / the b.spotted dashboard.*

*The client is aware of the fact that b.spotted establishes a connection with (said) partners receptively third-party providers and distributes client / customer data through those connections to those platforms. How / in what timeframe customer data will be processed by those platforms is beyond b.spotted's control and lies from that time on within the sphere of the respective platform the data has been distributed to. Furthermore, the client acknowledges that the display, presentation and publication of transferred data and information on every platform cannot be guaranteed at all times, as long as it is due to reasons that are beyond b.spotted's control.*

*Bspotted reserves the right to - at all times - further develop, adapt, amend, update or change the service in whichever way. B.spotted also reserves the right to - at all times - further develop, change or delete individual or all features of the service, to replace any features with other and or new ones and to add new features.*

*Therefore, the client has to be aware of and acknowledges that there may be changes in the usage, scope or features of the service, which perhaps may differ from the usual usage and may affect or change the functionalities of the service.*

*Thus, Bspotted hereby states that it can add new functions and / or make changes and / or delete individual packages of the service. In the occurrence of such a case, clients shall be informed in writing in a timely manner.*

*To ensure maximum performance and functionality of the service and its features, it is recommended that a clients create a Facebook Places Page which they can connect to through their b.spotted dashboard.*

### *Collected Data and its Use*

*Information that b.spotted collects about its customers:*

*Upon registration, the customer is required to provide the following information:*

- Name*
- E-Mail Address*
- Address (street and postal code)*
- Phone number (private and of your business)*
- Payment method / credit card information*

### *Passively collected information*

*Furthermore, b.spotted also receives and stores certain additional information relating to clients' use of the service. These are collected passively through various technologies and only serve statistical purposes as they cannot presently be used to specifically identify a customer.*

*Examples include device IDs, browser types, IP addresses, domain names, information about connectivity, visitors to a site, standard web-log-information, and other anonymous statistical data involving customer's use of a site and / or the b.spotted service.*

### *Information generated through other sources*

*B.spotted reserves the right to complement data mentioned above through other means of data acquisition, especially through Online- and Offline- Data Provider. Such additional information may include demographic data, interest based information, as well as internet usage behaviour.*

## Use of information

*The information that is collected by b.spotted may be used to operate, analyse, improve and personalise the service, business and marketing activities, to process a customer's registration, use of service and payment activities, and to communicate with clients about above mentioned and also other concerns.*

*A client's personally identifiable data, which b.spotted collects upon registration to the service, serve various purposes. B.spotted uses this data for example to enable a customer to access b.spotted's webpage and in the process to the b.spotted service and to manage a customer's account and access to it. Also, b.spotted uses these data to personalise a customer's use of the service and for verification purposes.*

*Furthermore, b.spotted uses clients' contact information to regularly inform said clients about the latest innovations on the site, products and services, which may be of interest to the client. B.spotted also uses clients' contact information to contact them regarding the use of the site and the service.*

*A client's personally identifiable information, which b.spotted collects through the site, help to improve the site and service and to better understand b.spotted users and their requirements.*

*Furthermore, b.spotted may use those collected data to create aggregated data. Aggregated data is data that describes the demographics, usage or other characteristics of a site's users as a group without disclosing personally identifiable information. B.spotted reserve the right to transfer and / or sell aggregated or group data about a site's users for lawful purposes.*

*B.spotted may use a client's IP address to be able to better diagnose, respond and fix any problems with the servers and to manage the use of the site as well as possible. A client's IP address is also used to gather broad and specific demographic data.*

*In addition to the personally identifiable data of b.spotted's users, b.spotted also gathers information, which enable to track the entirety of all visitors to the site as well as to the individual subpages.*

## Cookies

*Along with the acquisition of customer data and data with regard to the use of our service, which b.spotted gathers through its official website, b.spotted also makes use of Cookies, Web-Beacons, Tags, Scripts, HTML5 and Flash as well as other comparable technologies (in the following "cookies") concerning the use of our service, third party websites and mobile applications.*

*Those technologies are used in improving the user experience of the site and service, administering the site and service, analysing trends, tracking users' movement around the site and to gather demographic information about our user base as a whole.*

*B.spotted uses Cookies to store and retrieve user settings, improve the service, analyse user behaviour, market our service as well as for authentication purposes. Clients may deactivate cookies in their browser settings. However, this may impact the efficiency and functionality of the service and / or the ability to use some features or areas of the site may be limited.*

### *Transfer of information*

*B.spotted will share a client's personally identifiable information with third parties only in the ways that are described in the privacy policy. B.spotted does not sell any personally identifiable information to third parties.*

### *Third-party supplier (service provider)*

*B.spotted reserves the right to assign third-party suppliers (partner platforms, data distributors, sub contractors etc.) with the execution of functions and features described in the product description and to grant them the necessary rights under this agreement. B.spotted further does not assume any liability for the implementation of the distribution or publishing of business information or the period of the implementation itself, as soon as these information / data have reached the sphere of a third-party supplier.*

*The client also acknowledges that, as soon as business information have been published or distributed by any third-party supplier, b.spotted is not obligated to ensure or obtain the deletion of said information or data from any platform, directory, app or other networks or services, which are under the control of a third-party supplier.*

*The same shall apply in the case of the termination of the contractual relationship between the client and b.spotted.*

*B.spotted, like many other businesses, sometimes hires other companies (third party suppliers / subcontractors) to perform certain business-related functions. Examples include mailing information, maintaining databases, hosting services and similar tasks. When b.spotted employs a third party supplier to perform a function of this nature, b.spotted provides them with the information that it needs to perform its specific function, which may include personally identifiable information and other information that a client enters via the bspotted web site. These companies are authorised to use a client's personally identifiable information only to the extent that is necessary to provide these services to b.spotted. All information that b.spotted provides to a third party supplier, including their security, as well as information that a client shares directly with a third party supplier, will be governed by such third party supplier's privacy policies.*

### Legal requirements

*B.spotted is entitled to disclose personally identifiable information of its users, if this should be required by law or there is reason to believe that such action is necessary to (a) comply with applicable law or any court judgment or order, (b) protect and defend b.spotted's rights an properties, (c) prevent and combat illegal or presumed illegal activities, fraud and security or technical problems, to (d) protect against legal liability, or (e) as otherwise required or permitted by law.*

### Business transfers

*In the event of a corporate sale, merger, reorganisation, dissolution or similar event, customer data, including personally identifiable information may be part of the transferred assets. This, however, only takes place under the circumstance that the recipient assures to protect and use customer data and personally identifiable information in such a way that it complies with this agreement.*

### Amendment of personally identifiable information and deactivating of an account

*The client may access, correct and update personally identifiable information. These changes can be easily made in account settings. c*

*The client acknowledges that b.spotted will retain personal data for as long as needed in order to provide our service and as required by law or to comply with legal obligations, resolve disputes, and enforce agreements.*

### Liability

*B.spotted shall be liable for contractually agreed obligations in accordance with the provisions of the law.*

*B.spotted does not assume any liability for incorrect processing of customer data, provided b.spotted resolves this error within a reasonable amount of time for both parties.*

*Moreover, b.spotted shall not be held liable for damages resulting from a wrong or incorrect use of the service and its features by the customer.*

*The client hereby acknowledges that it is not possible by current technological standards to create a software in such a way that it is without any fault or works perfectly at all times. in the case of a technical performance failure, b.spotted will carry out the repair of the error with due diligence. However, b.spotted excludes any liability for these kinds of failures, unless b.spotted culpably delays the repair of the technical malfunction.*

*Furthermore, b.spotted's liability shall also be excluded for consequential or indirect damages, for lost profit, or expected profit or revenue, downtime, loss of data, image loss or lost business opportunities, which can be traced back to a system failure.*

*Beyond that, b.spotted does not assume any liability for the implementation and the period in which a third-party supplier implements and / or publishes business information / data submitted to said third-party suppliers by b.spotted.*

*Also, any and all liabilities for consequential damages, loss of profit or revenue, image loss, lost business opportunities caused by delayed data processing by a third-party supplier shall be excluded*

### Security

*B.spotted takes commercially reasonable, administrative, logical, physical and organisational steps to protect personally identifiable information from loss, misuse, unauthorised access, disclosure, alteration and any related events. However, no steps can guarantee comprehensive protection. No internet or e-mail transmission is ever fully secure or error free. Therefore, b.spotted assumes no guarantee for the security of clients' data. Clients are advised to keep this in mind when disclosing any personally identifiable information to b.spotted or to any other party via the internet.*

### Minors

*Clients / users of the service have to be 18 years or older to be permitted to use and / or submit their personally identifiable information the b.spotted web site. B.spotted does not knowingly solicit or collect information from visitors under 18 years of age.*

### Publication of testimonials

*B.spotted reserves the right to post client testimonials on its web site which may contain personally identifiable information such as the client's name. B.spotted obtains the client's consent to post a testimonial, prior to the posting.*

*Clients are advised to send a request to [office@bspotted.net](mailto:office@bspotted.net). if they want to remove the testimonial that is being displayed on b.spotted website and other public pages.*

### Amendment

*B.spotted receives the right to amend this terms and conditions in due course on the basis of modified legal, regulatory and operational requirements. Such amendments, including the disclosure as to when it will come into force, will be announced within the framework of existing legislation. A client's continued use of the service after coming into force of such amendments, constitutes the acceptance of said amendments.*

*The date of the latest amendment of this privacy policy is disclosed in the following under the statement "effective as of".*

## Refund Policy

*A client may at any time cancel the b.spotted service. Following this a client furthermore has the possibility to use the service until the end of the monthly / annually accounting period. As long as the service is provided according to all statements, b.spotted des not grant any refunds or vouchers for months or services not used to their full extend.*

*A refund is only planned in the (highly unlikely) case of a technical malfunction of b.spotted's servers that prevents the client from accessing the site or service for a time period that exceeds 14 days.*

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