

# TERMS OF USE

This document (hereinafter referred to as “the Terms”) is an offer of GetReview FZCO company (hereinafter referred to as “GetReview”) to enter into the Agreement on the use of the GetReview Platform under the terms and conditions set out below.

## 1. Terms and Definitions

- 1.1. The following terms and definitions apply in this document and the resulting or relevant relations of the Parties:
  - a. **Agreement** means the agreement between GetReview and the User that is executed in order and under the terms and conditions of these Terms.
  - b. **GetReview Platform (the Platform)** means GetReview’s software platform that includes the Website, Products and other software applications and databases designed for incorporation of video materials onto websites.
  - c. **User** means a person or entity that has accepted these Terms in order stipulated herein.
  - d. **Website** means any of the automated information systems available on the Internet at network addresses in the following domains (including subdomains):  
<https://getreview.com/>
  - e. **Products** means software programs and databases in the form of the Platform’s components and/or the Platform’s functionality indicated in the Subscription plans that are provided by GetReview to Users under the licenses granted within the subscription (section 4 of these Terms).
  - f. **Tools** means means Getreview’s software tools provided to User as a client part of the Products: a) video widgets designed to be incorporated into the User’s websites and facilitate streaming on such website of video materials uploaded to the Platform; b) tools for recording of video materials that User at his/her own discretion makes available to Reviewers for recording and uploading of video materials to the Platform in favor of User.
  - g. **Personal Account** means the personal part of the Platform, to which the User obtains access upon registration and/or authorization in the Platform. The Personal Account is designed for storage of the User’s personal information, submitting orders, making payments, accessing the Products, viewing and management of other available functionality of the Platform and receiving notifications.
  - h. **Reviewer** means natural person who has recorded and provided video materials to User using Tools that were made available to him/her by User.
- 1.2. Other terms and definitions that are not stipulated in paragraph 1.1 hereof may be applied in these Terms. In this case, such terms are interpreted in accordance with the text of the Terms. If there is not an unambiguous interpretation of the term or definition in the text of the Terms and other documents constituting the arrangement on the terms of the Agreement, it’s necessary to apply its interpretation defined first of all by the applicable laws and, in the following, by the business practice and scientific doctrine.

## 2. Agreement

- 2.1. Except for the cases mentioned in clause 2.2 of these Terms, by using the Platform in any way and in any form within their declared functionality and purpose, including:
  - a. Browsing the materials placed on the Website;

- b. Registration and/or authorization in the Platform;
  - c. Placing
  - d. Using the Products, including integration of Tools into User's or the third parties' electronic premises or any other distribution of Tools;
  - e. Any other use of the functionality of the Platform;
- you enter the Agreement based on these Terms.
- 2.2. The Reviewer's use of the Tools that were made available by User for record and provision of video materials to User shall not constitute use of the Platform for the purposes of these Terms and does not create an Agreement between the Reviewer and GetReview.
- 2.3. These Terms and the mandatory documents stipulated therein determine the main terms for the use of the Platform.
- 2.4. The mandatory condition for the use of the Platform including the Products is the full and unconditional acceptance of the terms and conditions of the following documents by the User (hereinafter referred to as the "mandatory documents"):
- a. **Privacy Policy** that is posted and/or available on the Internet at <https://getreview.com/privacy-policy> and sets forth the rules of processing of the User's personal information including the User's personal data.
  - b. **Subscription plans**, that are posted and/or available in the Internet at <https://getreview.com>, and used by the GetReview for calculation of license fee to be paid for the licenses to use the Products, and include the list of and details of the licenses available, relevant license fees as well as other mandatory terms of provision of the licenses and the Products.
  - c. **Documentation**, that is available in the Internet at <https://getreview.com>, contains detailed description of the Platform, and sets forth technical and legal requirements of its use, including permissions and restrictions applicable to use of a particular Product.
- 2.5. These Terms, including its mandatory documents, can be amended by GetReview without any special notification. The new version of the Terms and/or the mandatory documents stipulated therein shall come into force since the moment of posting on the Website or bringing it to the User's notice in another convenient form, unless otherwise set by the new version of the Terms and/or the mandatory documents stipulated therein.
- 2.6. By using any of the possibility listed in the paragraph 2.1 hereof you hereby acknowledge as follows:
- a. You have reviewed the terms and conditions of these Terms and the mandatory documents stipulated therein in full prior to using the Platform.
  - b. You accept all of these Terms and the mandatory documents stipulated therein in full without any exceptions and limitations on your part and undertake to adhere to it or terminate the use of the Platform. If you do not agree with these Terms and the mandatory documents stipulated therein, or you are not entitled to enter into Agreement on their basis, you should immediately terminate the use of the Platform.
- 2.7. The current version of these Terms is published at: <https://getreview.com/terms>.

### 3. General Terms and Conditions of the Platform Use

- 3.1. Browsing the materials posted on the Website in the public domain does not require the registration and/or authorization of the User.
- 3.2. Any other use of the Platform functionality, including use of the Products, is allowed only after registration and authorization of the User in the Platform in accordance with the rules set forth by GetReview.
- 3.3. The range of functionality of the Platform, the use of which requires preliminary registration and/or authorization, as well as acquiring a license and payment of a fee, shall be determined at the sole discretion of GetReview and may be changed from time to time.
- 3.4. Upon completion of the registration procedure, a unique User's Personal Account in the Platform is created.
- 3.5. For registration, the User shall provide reliable and complete information about himself/herself required in the registration form and to keep this information up to date. If the User provides incorrect information, or GetReview has reason to believe that the information provided by the User is incomplete or unreliable, GetReview is entitled at its discretion to block or delete the User's account, as well as to refuse to provide access to the Platform and relevant Products in full or in a certain part.
- 3.6. GetReview reserves the right to require at any time that the User verify the information provided upon registration and to request supporting documents (personal identification documents in particular); failure to provide these documents may, at GetReview's discretion, be regarded as provision of invalid information and entail consequences according to Clause 4.5 hereof. In case the User's information specified in the documents provided by him/her fails to conform to the information provided upon registration or if the information provided upon registration does not make it possible to identify the User, GetReview shall reserve the right to deny User's access to the User Personal Account and to usage of the Platform.
- 3.7. Information about the User contained in the User's Personal Account is stored and processed by GetReview in accordance with the Privacy Policy (<https://getreview.com/privacy-policy>).
- 3.8. The User shall independently determine the procedure for using the Personal Account and other functionality of the Platform, including the Products, which, however, under no circumstances may contradict to these Terms.

#### **4. Subscription**

- 4.1. Within the subscription GetReview grants User with the worldwide non-exclusive non-transferable revocable limited right (hereinafter – the License) to use the Products for their functional purposes under the terms and conditions of these Terms and within the parameters of permitted use set forth by the Subscription plans and as prescribed by Documentation to the respective Products.
- 4.2. The Licenses shall be granted upon the order submitted by the User when signing up for certain Subscription plan. In case User has activated option (not opted out) of auto-renewal of the subscription, the order for same License will be automatically generated and the same License will be granted to User for a new term subject to the payment of relevant license fee.

- 4.3. The term of the License, parameters of permitted use of the Products, the license fee to be paid shall be determined by Subscription plan selected by the User in the submitted order.
- 4.4. GetReview may from time to time change the Subscription plans for the Licenses not yet paid, including recurring license fees, the term of License and the composition of the Products provided under the License, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect when next License is granted following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Products after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by canceling of auto-renewal prior to the price change going into effect.
- 4.5. **Delivery.** The License to use the Products indicated in the Order shall be deemed granted on the date when the access to these Products is provided to the User. Unless otherwise is set forth by the Subscription plan or Documentation, the access to the Products shall be provided in the Personal Account within 1 (One) business day from the payment of license fee for relevant order. In the event of any problem with access to the Products, the User should inform the GetReview's support service. The actual information on fulfillment of orders and granting Licenses (hereinafter – “the Report”) is available to User in the Personal Account at any time. GetReview may also send the Report to User in the form of electronic document via email.:
- 4.6. **Refunds.**
- 4.6.1. The User shall have the right to receive a refund on a pro rata basis for the unused period of annual and longer Licenses within the first month of such License's term. Except as stipulated in this clause or additional GetReview's refund policy (if any), GetReview does not provide refunds in any case of cancellation of the Agreement by User without breach of the Agreement by GetReview.
- 4.6.2. Be aware that GetReview does not issue refunds in the following cases:
- You don't like the Products.
  - You no longer need to use the Products.
  - You already edited a file and downloaded it with no watermark — it means that you already used the Products you paid for.
  - You're dissatisfied with the functionality of the Products or you haven't found some particular features.
  - You've found another service that you like better.
  - You didn't cancel auto-renewal in time.
  - You're dissatisfied with the speed while uploading a file from or downloading a file to your local device. Please be aware that uploading and downloading speed is out of our scope, it depends only on the upload and download bandwidth of your internet connection or upload and download capabilities of your internet service provider (ISP).
  - You're dissatisfied with video editing speed. In some cases, video processing may take more time because it requires a full reencode of a video stream that is needed in order to achieve better quality. Please also note, that the time needed to process a Full HD video may be as long as half of the actual video duration. You can reduce the video processing time by submitting a video with a lower resolution.

- You're trying to edit a corrupted file that couldn't be opened even by its native application.
- 4.6.3. If you still believe that you have a good reason for a refund, please contact our support team and specify at least the following:
- the reason why you claim the refund;
  - the exact date and time of the claimed incident.

## **5. Restrictions of the Platform Use**

By accepting the terms and conditions of these Terms, you understand and acknowledge that:

- 5.1. GetReview is entitled to set limits and restrictions for the use of the Platforms and the Products based thereon for all Users or for certain categories of Users (depending on the User's location, language, etc.), including availability/lack of separate functions, maximum period of storage of information and data, special parameters of downloaded information, etc.
- 5.2. Information about the established restrictions shall be brought to the attention of Users in the form and in a way that is determined by the sole discretion of GetReview.
- 5.3. Unless otherwise provided by the mandatory documents hereto for use of particular Product:
- a. The User uses the Platform at his/her own risk. The Platform and the Products are provided "as is" and "as available". GetReview shall not assume any liability, including the liability for the compliance of the Platform and the Products with the User's purposes;
  - b. GetReview does not guarantee that: the Platform and/or the Products comply with the User's requirements and shall correspond to them subsequently; the Products will function continuously, quickly, reliably and without errors; the results that can be obtained using the Platform will be accurate and reliable and may be used for any purpose or in any quality (for example, for establishing and/or confirming any facts); the quality of any product, service, information and data obtained using the Platform shall meet the expectations of the User;
  - c. Any information and/or materials (including Tools, other downloadable software, letters, any instructions and manuals for action, etc.), accessible via the Platform, the User may use at his/her own risk and the User is independently liable for the possible consequences of using the mentioned information and/or materials, including any damage to the User's computer or third parties, any loss of data or any other harm;
  - d. Due to the fact the Platform is the subject of permanent amendments and updating, the form and nature of provided functionality of the Platform may from time to time be changed without prior notice to the User. GetReview is entitled, if necessary, to terminate (temporarily or finally) the provision of the Platform (or any separate functions within the Platform) to all Users in general or to an individual User, in particular without prior notice thereof;
  - e. GetReview is not liable for any losses caused by the User's use of the Platform and/or the Products;

- f. In any circumstances, the liability of GetReview may not exceed One thousand euro or the amount of license fee paid by User for use of the Products during previous month, whichever is greater, and is imposed on it in case of guilt in its actions.
- 5.4. The User shall be independently liable to third parties for his/her actions when using the Platform and/or the the Products, inter alia, shall guarantee that his/her actions conform to legal requirements and do not infringe third-party rights and legitimate interests.
- 5.5. In particular, when using the Platform, the User is not entitled to:
- a. upload, send, transmit or otherwise distribute information that is illegal, harmful, defamatory, offends morality, demonstrates (or propagates) violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination people on racial, ethnic, sexual, religious, social grounds, contains insults to any person or organization, contains elements (or is propaganda) of pornography, children erotica, constitute an advertisement (or a promotion) sexual services (including under the guise of other services), explains the procedure of manufacture, application or other use of drugs or their analogues, explosives or other weapons;
  - b. violate the rights of third parties, including minors and/or to harm them in any form;
  - c. impersonate another person or representative of the institution and/or community without sufficient rights, including for employees of GetReview, and also to use any other forms and methods of illegal representation of other persons on the Internet, and also to enter users or GetReview in misconception about the properties and characteristics of any subjects or objects;
  - d. upload, send, transmit or otherwise distribute and/or distribute non-authorized advertising information, spam (including search engine), lists of other e-mail addresses, pyramid schemes, multi-level (network) marketing (MLM), the system of Internet earnings and e-mail business, “chain letters”, as well as use the Platform to participate in these events;
  - e. disrupt the normal operation of the Platform;
  - f. otherwise violate legal provisions, including rules and regulations of the User’s local laws and international laws.
- 5.6. If there are claims filed by third parties against User’s violation of any property and/or personal non-property rights of third parties, as well as the prohibitions or restrictions established by the law, upon GetReview’s request such User shall undergo the official identification by providing GetReview with written obligation to settle the claims independently and at his/her own expense.
- 5.7. If GetReview is brought to justice or imposed with a penalty in connection with the User’s violations of the rights and/or interests of third parties, as well as the prohibitions or restrictions established by the law, such User shall compensate GetReview for the losses in full.
- 5.8. In case of repeated or gross violation of the terms and conditions of the Agreement and/or legal requirements, GetReview may block or delete the User's account, prohibit access to certain part of Platform and delete any information uploaded by the User to the Personal Account, without prior notice.

## **6. Intellectual property rights**

- 6.1. Subject to compliance with these Terms, GetReview grants User a limited, non-transferable, non-exclusive, revocable right to access and use the Platform within its functionality.
- 6.2. You agree that you will not, nor will you allow any third party to, unless it is expressly permitted by GetReview: (i) reverse engineer or otherwise attempt to discover the underlying code of the Platform; (ii) copy, modify, adapt, translate or otherwise create derivative works of the Platform; (iii) rent, lease, sell, assign, or otherwise transfer rights in the Platform to any third party; (iv) remove any proprietary notices or bypass any security measures of GetReview with respect to the Platform; (vi) use the Platform in a manner that is not compliant with all applicable laws, rules or regulations and within the scope of the limited rights granted hereunder.
- 6.3. GetReview shall retain all intellectual property rights as well as any other property rights in and to the Platform as well as other services that are provided under these Terms, including, patents, trademarks, source codes, databases, hardware and/or any other material (e.g. documentations, developments, functions, report templates, preparatory material, etc.).
- 6.4. Unless otherwise agreed between the parties, GetReview is entitled to refer to the collaboration with the User and to depict the User's logo for self-promotional purposes.

## **7. Third parties' data collection and processing**

- 7.1. When using the Platform the User may collect and process data of third parties (Third party Data): the Reviewers and users of the User's websites.
- 7.2. The User who uses the Platform controls Third party Data processed with use of the Platform.
- 7.3. GetReview processes the Third party Data within the functionality of the Platform by the server part of the Platform as processor on behalf of and upon instructions of the User which use the Product's functionality and is controller of such data.
- 7.4. The composition of the Third party Data shall be defined by User within the functionality of the Platform and may include:
  - i. Information provided by Reviewer via electronic forms: Name, surname, date of birth, phone number, email;
  - ii. Information contained in the video materials recorded and provided to User by Reviewer;
  - iii. ii. Anonymous information about Reviewer's device and activity: IP addresses, MAC addresses, device IDs including all advertising IDs, HTTP Header and user agent (country, language, local settings, version of the) operating system;
  - iv. iii. Anonymous information about the device and activity of the Licensee's User: IP addresses, MAC addresses, device IDs including all advertising IDs, HTTP Header and user agent (country, language, local settings, version of the) operating system.
- 7.5. When using the Platform for collection and processing of the Third party Data, the User is obliged to comply with the data protection laws applicable to the User and/or in the territory where the Tools are integrated and/or distributed.

- 7.6. The User is responsible to obtain and maintain valid consents from the Reviewers and users of the User's websites as may be necessary under applicable law (including data protection or data processing laws and regulations).
- 7.7. User is strictly prohibited from using the Platform to collect or otherwise process the third party data in violation of applicable law (including data protection or data processing laws and regulations).

## **8. Notices**

- 8.1. GetReview is entitled to send electronic informational messages (hereinafter referred to as "Notifications") about important events occurring within the Platform or related to the User via the User's e-mail or phone number indicated in the Platform.
- 8.2. GetReview shall also be allowed to use Notifications to inform the User about restrictions on access to the Platform in case of preventive maintenance, the User's violations, changes in the functionality of the Platform, the scope or terms of provision of the Platform, including amendments to these Terms and mandatory documents.
- 8.3. GetReview is entitled at its own discretion to use Notifications for the distribution of advertising of its own services and products (services) of third parties.

## **9. Electronic Signature Use Agreement**

- 9.1. In the relationship between GetReview and the User, electronic documents certified by a basic e-signature can be used.
- 9.2. A basic e-signature is an electronic signature that, through the use of the User's login and password or the e-mail address of the User indicated in the Personal Account (electronic signature key), confirms the fact that the electronic signature is generated directly by the User.
- 9.3. As agreed by the Parties electronic documents signed by a basic e-signature shall be recognized as equivalent to documents on paper signed with a wet signature.
- 9.4. GetReview identifies the User, to whom a basic e-signature corresponds, according to the User's login and password stipulated during registration/authorization in the Platform - in case of any actions on use of the Platform or according to the email address applied by the User - in case of GetReview received any messages from this address.
- 9.5. Any actions taken using a basic e-signature of a certain User shall be deemed committed by such User.
- 9.6. The User shall be obliged to keep confidentiality of the electronic signature key. In particular, the User is not entitled to transfer his/her login and password or provide access to his/her e-mail to third parties, and the User shall be fully liable for their safety and personal use, independently choosing the way they are stored and limiting access to them.
- 9.7. In case of unauthorized access to the login and password, their loss or disclosure to third parties, the User is obliged to immediately notify GetReview about this by sending an e-mail from the e-mail address stipulated in his/her Personal Account.
- 9.8. In case of loss or unauthorized access to the e-mail address stipulated in the Personal Account, the User shall be obliged to immediately change such address in the Personal Account with a new one and report this fact to GetReview by sending an e-mail from a new e-mail address.



## **10. Final Provisions**

- 10.1. **Law.** This Terms and Agreement on their basis, interpretation, conclusion and performance thereof shall be governed by the laws of the Russian Federation without regard to conflict of law's provisions. The UN Convention for the International Sale of Goods will not apply.
- 10.2. **Disputes.** All disputes hereunder or in connection therewith shall be subject to consideration of competent court at the Get Review's location in accordance with the procedure applied by this court.
- 10.3. If by any reason one or several provisions hereof become invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions hereof.
- 10.4. GetReview's inaction in case of violation by the User of the provisions hereof does not deprive GetReview of the right to take appropriate actions in defense of its interests later, nor does it mean that GetReview waived its rights in case of subsequent same or similar violations.

## **11. GetReview's Details:**

GetReview FZCO,

IFZA Business Park, DDP, Dubai Silicon Oasis,

Dubai, UAE

License number: 26422

Any questions related to this Policy can be mailed to: [corp@getreview.io](mailto:corp@getreview.io)

The current version of the Policy of 01.04.2023