

SentiOne Terms of Service

24.10.2017

DEFINITIONS

1. The following terms and conditions (the "Terms of Service") name the conditions of using SentiOne.pl website, in particular the rights and obligations of registered Users of SentiOne.com.
2. In these Terms of Service, the following expressions shall have the following meanings:
 1. Account – the method of giving the User access to the resources of the Website by the Operator.
 2. Account Administrator – User who has the right to use and manage the Account.
 3. Account Owner – User who created the Account.
 4. Agreement – agreement for the e-services made by and between the User and the Operator by means of the User's Registration on the Website and acceptance of the Terms of Service.
 5. Billing Cycle – period of time, during which the User will have the access to the Website's services, provided that the paid the Subscription fee.
 6. Keyword – string of characters defined by the User and monitored at their behest by the System in the Internet.
 7. Login – unique name used for the identification of the User on the Website.
 8. Operator – a company acting under the business name SentiOne SA with its registered seat in Gdańsk, ul. Lęborska 3B, 80-386 Gdańsk, REGON identification number: 145863272, NIP: 5252520285, entered in the Register of Entrepreneurs of the National Court Register with KRS number: 0000904567, with a share capital of PLN 1.233.450,00.
 9. Password – a string of characters chosen by the User and assigned to the User's Account, required for the access to the Website.
 10. Plan – variant of the Account subscription plan, chosen from the available Plans in the Client Panel in the System.
 11. Registration – creating the Account by the User, using a registration form, provided by the Operator on the Website.
 12. Service – service offered by the Operator through the Website under the terms and conditions set forth in the Terms of Service. The service could be either:
 - SentiOne Free Trial,
 - Sentione Team Plan
 - SentiOne Enterprise Plan
 - Legacy Plans: Advanced, Basic, Starter, Pro, Personal
 13. System – software monitoring the activity of Internet users, available on the SentiOne.com website in a Software-as-a-Service model.
 14. Terms of Service – the following terms of service.
 15. Pricing – an offer presenting comparison of the variant of the Account and the price, proposed by the Operator of the Website. Pricing is available on the website of the Operator.
 16. Subscription Fee – total monthly or annual charge for the access to the Account, defined in the Pricing. The Subscription Fee consists of a basic fee for selected Plan
 17. Free Trial – defined by the Operator the period of 14 (fourteen) calendar days, during which the User is granted access to the Service free of charge.

18. User – a natural person with full legal capacity and any legal person or an organizational unit other than body corporate yet given legal personality by the act who by the acceptance of the Terms of Service gained access to the Services provided by the Operator.
19. Website – the Internet website SentiOne.com, operating under the URL <http://sentione.com> together with the System, managed by the Operator, under terms and conditions defined in the Terms of Service.
20. Content - All and any information, data, texts, graphics, logos, video, music or other materials that the users post, upload, send, stream or otherwise make available using the Service,

GENERAL PROVISIONS

1. The Terms of Service define the rules for the use of the Website and the Services offered by the Operator, as well as specify the rights and obligations of both the Operator and the User.
2. Through the Website and based on the terms specified in the Terms of Service, the Operator provides an access to a web-based platform in SaaS (Software-as-a-Service) model with tools for market and public eye Internet research including :
 1. online monitoring of brands, products, services, topics, public persons, key phrases, keywords and events,
 2. archiving database with monitoring results,
 3. access to historical monitoring data up to 3 years back (depending on the chosen Plan)
 4. reports and analysis based on the monitoring results,
 5. information on new online monitoring results
 6. alerts and notifications
3. The Operator provides the following versions of Subscription Plans to the Service available for purchase online:
 1. SentiOne Free Trial
 2. SentiOne Team Plan.
 3. SentiOne Enterprise Plan
4. The detailed scope of Service features are available under the chosen Plan is provided in the pricing at: <https://sentione.com/pricing>.
5. The SentiOne Enterprise Plan requires a separate agreement and can not be purchased online.
6. SentiOne Free Trial is free of charge for the period of 14 days during which the User can test the features of SentiOne.com. The access does not require any billing information from the User.
7. Each User has the right to use the SentiOne Free Trial Plan one time for the period of 14 (fourteen) consecutive days free of charge (the “ Free Trial”).
8. SentiOne Team Plan is subject to payment as stated in <https://sentione.com/pricing>,
9. By using the Service Users state that they have read and accepted terms and conditions included in the Terms of Service, as well as registered their Account according to the instruction indicated in the Terms of Service.
10. The Operator has the right to entrust the administration of the Website to the third party, for which the User hereby agrees to.
11. Minimum technical requirements of the User’s computer system to use the Website:
 1. Internet connection,
 2. RAM: 4 GB,
 3. Operating system:
 - Microsoft Windows 10,
 - macOS.
 4. Minimum screen resolution 1280×1024,

5. Browser:

- Google Chrome (last and the second last stable version),
- Firefox (last and the second last stable version),
- Microsoft Edge (last and the second last stable version),
- Safari (last and the second last stable version),
- JavaScript enabled,
- Cookies enabled.

12. The Operator reserves the right to amend technical requirements of the system and manner of providing the Service, for which the User hereby agrees to.
13. The Operator shall not be held liable for technical problems or limitations regarding the IT hardware on the User end, which may render it impossible for the User to use the Website and/or any Services provided thereby.
14. The Operator shall make all effort for the Service-related data online transmission be secure, understood as that the information is transferred observing its confidentiality, integrity and completeness.
15. The Operator shall reserve the right to make changes in the Pricing. These changes shall be announced in the "Pricing" bookmark and shall be in force from the announcement date.
16. User: (a) is responsible for its compliance with this Agreement; (b) will comply with the Twitter Terms of Service, usually at <https://twitter.com/tos>, the Youtube Terms of Service, usually at <https://www.youtube.com/t/terms>; the Facebook Terms of Service, usually at <https://www.facebook.com/terms.php>; the Instagram Terms of Use, usually at <https://help.instagram.com/581066165581870>; and the LinkedIn Terms of Service, usually at: <https://www.linkedin.com/legal/user-agreement>

ACCOUNT REGISTRATION

1. The access to the Free Trial Plan is available after the User Registers on the Website and thereby creates an Account using a registration form available on <http://sentione.com>, providing the following personal data:
 1. e-mail address,
 2. Password
 3. Monitoring language
2. Users can also get Access to the Free Trial Plan by activating their Account using their Facebook profile.
3. The registration is considered completed, when the User sets their Password and selects Monitoring Language.
4. In order to gain access to SentiOne Team Plan after Free Trial period, User must select Plan and finish the Registration by providing the following additional data:
 1. for the natural person:
 - First name(s),
 - Last Name ,
 - Address,
 - Postal address,
 - Phone number (optional)
 2. for the legal entity or organization without legal entity:
 - Full company name,
 - NIP number (VAT registration number)
 - Company address,

- Mailing address (if different from the entrepreneur address),
 - Phone number (optional)
5. The Operator reserves the right to amend the registration form by adding additional optional data capture fields.
 6. By accepting the Terms of Service User becomes obligated to provide real personal data or shall otherwise be blocked from the Website.
 7. The User is solely responsible for the accuracy provided personal data. In addition, the User shall be responsible for keeping the Password in confidentiality.
 8. By providing the Service to the User, the Operator does not guarantee finding all monitored Keywords that appear and are available on the Internet.

FREE TRIAL

1. Free Trial lasts 14 (fourteen) consecutive days.
2. The Operator reserves the right to block the User from the Website during the Free Trial, if:
 - the User, or the person they are responsible for, violated the regulations of the Terms of Service,
 - the User registered more than one Account in the System.

BILLING AND PAYMENTS

1. Using the Service after the Free Trial is subject to payment,
2. The User is obliged to pay in due time all fees for the use of the Service according to the selected Plan. The Operator offers monthly or annual subscriptions. The current pricing offer is available at: <https://sentione.com/pricing>.
3. Access to the Service is provided to the User after reception of the subscription fee calculated on the basis of the selected Account plan (pre-paid subscription).
4. Subscription Fees shall be paid in advance for each consecutive Billing Cycle.
5. Day of the month, which will be considered the date of commencement of the Billing Cycle shall be the date when the first payment is credited to the bank account of the Operator. The Billing Cycle ends with a date that corresponds to the commencement day on which the given Billing Cycle started. If such day does not occur in the following month, the Period will end on the last day of the current month.
6. The User may pay for the Service using a credit card or a bank transfer (in most countries), however, please note that payment methods may vary depending on the country of the User.
7. By selecting credit card payment the User agrees to pay in the form of a recurring payment, under which the subscription fee is deducted automatically, based on the selected Plan.
8. Anyone using a credit card represents and warrants that they are authorized to use that credit card, and that any and all charges may be billed to that credit card and will not be rejected.
9. The recurring payment is initiated on the first day after the expiration date of the previous subscription ("recurring payment date").
10. If the recurring is unsuccessful at that point, the Operator will retry to complete the payment transaction in the following days and, if the completion of the transaction is unsuccessful, the Operator will assume that the Service is terminated. In the event that the credit card provided by the User expires or any credit card information changes or becomes out of date, in order to procure continuity and avoid Service interruptions, the User authorizes the Operator to obtain or determine updated or replacement information, in particular expiration dates or credit card number and continue

billing on the same terms as the previously provided credit card. The Operator is not responsible for any fees charged by payment services providers.

11. The User expressly agrees to receive invoices from the Operator by electronic means of communication.
12. Any bank fees and charges shall be borne solely by the User.
13. Non-payment of the Subscription Fee in the payment deadline specified in the Invoice shall result in blocking the the Account. Making the payment by the User for the Subscription Fee within 7 days from blocking the access to the Account shall result in immediate unblocking the access. The ineffective expiration of the 21-days term counted from the day of blocking the access to the Account shall result in automatic deletion of the Account and termination of the Agreement.
14. Online payments are serviced by PayLane sp. z o.o. which is located in Gdańsk, Poland at ul. Arkońska 6/A3, zip code: 80-387, KRS: 0000904567 VAT ID: PL5862141089.

REFUNDS AND CANCELLATIONS

1. Service is a pay-as-you-go service. Therefore, the Operator does not issue refunds, even if the User cancel immediately after your credit card is charged for the new billing cycle.
2. The User is responsible for paying for the entire month (or year, if you have selected an annual plan.)
3. The Operator operates no early termination and no refunds policy, so the subscription will end on the expiration date and the subscription cannot be cancelled early. The Operator do not provide refunds if the Users decides to stop using the Service subscription during User's Subscription.
4. The User may cancel his Account at any time, and no further amounts will be charged to User's credit card. However, User is responsible for any amounts already charged to their credit card.
5. Should the User terminate the Agreement before the end of the Billing Cycle, they shall have the access to their Account and to the Service till the end of the fully paid Billing Cycle.
6. After the User has cancelled their Account, no subsequent charges are applied to their credit card, but the amounts already charged are not refunded.
7. Change of the plan is available at any moment.
8. In case of switching the Plans from more to less expensive, the switch is made after the paid for Billing Cycle ends.
9. In case of switching the Plans from less to more expensive, the switch is made immediately and the charges are adjusted accordingly.
10. Administrator who has signed a remote contract, may terminate it without stating the reason and free of charge within 14 calendar days, with the exception of costs listed below.
11. Where the Account Administrator exercises the right of withdrawal after having made a request, he is obliged to pay for the services provided up to the time of withdrawal.
12. The amount of payment shall be calculated in proportion to the scope of performance, taking into account the price or remuneration agreed in the contract.

TERMINATION OF THE AGREEMENT

1. The user may terminate this Agreement by requesting the User's Account to be deactivated and deleted while logged into the Service.
2. The cancellation of the Account will come into the effect from the last day of the current Billing Cycle.
3. The Operator reserves the right to denounce the Agreement with immediate effect, if the User:
 - provides false personal data during Registration,
 - uses the System to infringe personal rights,

- displays other behaviors that are considered inconsistent with applicable laws, principles of community life or general rules of the Internet,
- 4. Any User whose Agreement has been denounced in connection with the breach of the Terms of Service, shall not be allowed to re-register without a prior consent of the Operator.

WEBSITE RULES OF USE

1. The User is in particular obligated to:
 1. use the Website in a way that does not distort its functioning
 2. to refrain from actions such as: sending or posting on the Website unsolicited commercial information, IT activities of any other activities aimed to acquire possession of information not intended for the User;
 3. use the Website in a manner consistent with the laws in force in the Republic of Poland as well as with the provisions of these Terms of Service,
 4. Use the Website in line with the regulations of external social networks integrated with SentiOne, especially Facebook, Twitter, Instagram and YouTube,
 5. Not to make IT modifications in the System,
 6. Not to post any offensive, racist or pornographic etc. content
 7. Not to use the Service in a manner that, either intentionally or unintentionally, violates any applicable local, national or international laws, good industry practice, these Terms of Service or any copyright or other right of a third party.
 8. Not to use the Service to stream, disclose, engage and/or offer to sell, either directly or indirectly, any goods or services connected with high-risk industries.
2. Should the User wish to use the content provided by the System in any other way, the permission of the Operator is necessary. In the case of citation of any information obtained by the System, the User shall be obligated to always provide the source of the data acquired, using postscript: "Source: sentione.com".
3. The Operator also allows the possibility to establish cooperation with the User, by entering a separate agreement for the provision of the Services. In this case, these Terms of Service shall become an integral part of such agreement.
4. In case of Terms of Service violation by the User, Operator reserves the right to terminate User's Account or limit its functionalities at any time with no explanation.
5. The Operator reserve the right (irrespective of other rights under these Terms of Service) to refuse, remove or delete any Content, block User's Account, suspend access to the Service or its part, with or without notice, at Operator's sole discretion and subject to mandatory provisions of law, if the Operator receive any information or have reasonable suspicion that User's activity or the Content violates any provision of the law, our policies, these Terms of Service, third party's rights or is otherwise objectionable. In the aforementioned situations the Operator is not liable for the consequences of the measures taken.

CONTENT

1. The User acknowledges that the rendered data is available only to the User and the Service shall be used only for its intended purpose.
2. The Operator's resources (in particular online social mentions, comments and posts that are being monitored by Service) may include materials which are subject to third party's copyright.

3. The User acknowledges and agrees that the Operator has the right to remove such materials from its resources at any time and at its sole discretion, disable access to such materials or demand that the User immediately stops using them,
4. If the User posts, uploads, sends, streams or otherwise makes the third-party Content available, the User is obliged to adhere to such third party's terms and conditions of service or license, irrespective of his obligations resulting from these Terms of Service.
5. The User acknowledges and accepts that the Operator may preserve the Content and disclose it if required to do so by law, a court order, a decision of a competent public authority or if it is necessary to enforce these Terms of Service
6. The User is solely responsible for infringement of third party rights, or any loss of third parties as a result of or in connection with their behaviour (activity or neglect) as a result of using data provided by the Website.
7. All content attributed to the User as well as any orders made by any third parties signing in using the User's Login and Password shall be attributed to the User.

DOWNTIME

1. The Operator is entitled to temporary downtime in the operation of the Website and breaks in provision of the Services.
2. The Operator shall make every effort for the technical breaks to occur at time when the inconvenience become reduced to a minimum.
3. In case of a downtime lasting in excess of 24 hours at a time, the Operator shall inform the User about the occurrence via e-mail.
4. For any technical break lasting in excess of 24 hours at a time, the User shall have the right to apply to the Operator, with a request to extend the Billing Cycle, during which the technical break occurred, by the same period as the downtime lasted.
5. The Operator shall not be held liable for the aftermath caused by force majeure.
6. The Operator shall not be held liable for the availability and proper operation of external API's from social networks and other web services.
7. The Operator shall not be held liable for non-performance or misperformance of the Services for reasons attributable to third parties.
8. The Operator shall not be held liable in accordance with the provisions of articles 12-14 of the Act of 18 July 2002 on rendering electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended).

PERSONAL DATA PROTECTION AND COMPLAINTS POLICY

1. For further details please refer to SentiOne Privacy Policy <https://sentione.com/legal/privacy> and to our Complaints Policy <https://sentione.com/legal/personal-data-complaint-procedure>
2. The User has also the right to revoke User profile authorisation on the Website (www.sentione.com) as well as on security settings pages of social media networks such as: Google, usually found at <https://myaccount.google.com/permissions?hl=en>; Facebook, usually found at <https://www.facebook.com/settings?tab=applications>; Twitter, usually found at https://twitter.com/settings/your_twitter_data; and LinkedIn, usually found at <https://www.linkedin.com/psettings/privacy>.

PRIVACY PRACTICES OF THIRD PARTIES

1. Please note that our Services may use the YouTube API. YouTube's developer terms require us to notify you that our Services use YouTube API Services (i.e. data from YouTube) and to link to the YouTube privacy statement <http://www.google.com/policies/privacy>.

CLOSING PROVISIONS

1. Access to the latest version of the Terms of Service is available on the Website under the URL <http://sentione.com> in the „Terms of Service” bookmark.
2. The Operator reserves the right to amend the Terms of Service at any time.
3. In case of the amendment the Terms of Service, the Operator shall inform about the fact on the Website under the URL <http://sentione.com> in the „Terms of Service” bookmark with 7 days notice. The User shall be bound by the new Terms of Service, should they not denounce the Agreement at the earliest possible time of denunciation. In case of denunciation the Terms of Service by the User, the Agreement terminates with effect from the day of last, fully paid Billing Cycle.
4. The Operator declares that the Website, the System and all elements it includes are exclusive property of company SentiOne SA with its registered seat in Gdańsk, ul. Lęborska 3B, 80-386 Gdańsk, REGON identification number: 145863272, NIP: 5252520285, entered in the Register of Entrepreneurs of the National Court Register with KRS number: 0000904567, with a share capital of PLN 1.233.450,00.
5. The Operator reserves the right to transfer all or part of the rights and obligations arising from the Terms of Service onto a third party or entering into outsourcing contracts related to them; the User hereby agrees to it by becoming bound by the Terms of Service.
6. The User may not assign or waive any rights or obligations under the Terms of Service without a written consent from the Operator.
7. In matters not covered by these Regulations, the provisions of the Civil Code and other acts of law shall apply.
8. The Agreement and the Terms of Service shall be exclusively subject to the laws of the Republic of Poland.