

# Opinion Tracker Terms of Use, July 2015

## Welcome to Opinion Tracker!

Opinion Tracker is a tool for monitoring specific topics, keywords and discussions in the World Wide Web that focuses on social media (blogs, social networks, microblogging, discussions, online news etc.).

The website [www.opiniontracker.net](http://www.opiniontracker.net) (in the following referred to as the "site"), is operated by the datenwerk innovationsagentur gmbh (in the following referred to as "datenwerk" or "we"). The following Terms of Use apply to the use of the site and all Opinion Tracker services such as the Email Status Update and other services offered via Opinion Tracker (hereinafter referred to as "service").

Your use of Opinion Tracker constitutes acceptance of these Terms of Use. Any violation of the Terms of Use by users entitles datenwerk to discontinue the service immediately. In this case the user has no right to reimbursement of any payments made until the end of the month in which the discontinuation of the service falls.

## Conditions of registration

- \* Users must be at least 16 years old.
- \* Correct indication of full names, a valid email address and any other information necessary for the registration procedure are a prerequisite for the registration.
- \* datenwerk reserves the right to refuse service to anyone at any time.
- \* Only one account per person is permitted.
- \* Insofar the service is not refused or discontinued as a consequence of a violation of the Terms of Use, the right of use of the service begins with the day of the registration and is valid for a minimum of 31 days.

## Privacy

- \* We take the privacy of users very seriously. The data provided by users (names, email etc.) are treated in confidence and are not passed on to any third parties
- \* datenwerk is entitled to contact users via email and to inform them about their account, any new functions that are available and any other news in relation to the service. By using the services of datenwerk users explicitly accept such contact via email and the transfer of information per email by datenwerk.
- \* In order to improve the service and for the (anonymised) evaluation of Web statistics, we use analysis software on the publicly accessible sites of the service. Google Analytics helps us to measure the interactions of users with our website content. When a user navigates between pages, Google Analytics provides JavaScript tags (libraries) to record information about the page a user has seen. The Google Analytics JavaScript libraries use HTTP Cookies to "remember" what a user has done on previous pages / interactions with the website. No personal information is stored. Further information: <https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>
- \* We use cookies to ensure optimal operation of the site and the service.

- \* We reserve the right to view user data and tracks created by users as well as to modify these as part of our support offer.

By using the services of datenwerk users expressly agree to this inspection and modification right. Users are themselves responsible for the protection of the privacy of their own accounts (user names, passwords). All claims against datenwerk with regard to negligence in the protection regulations of the user's own account are excluded.

### **Pricing and payment terms**

All prices are quoted in EURO (€) and, unless indicated to the contrary, are exclusive of taxes and duties.

The use of Opinion Tracker is free of charge for a period of 2 weeks, if you provide us with feedback after one week of testing. Users will be informed when this two-week deadline has expired and after booking a package (Single, Team, Enterprise) can continue using the service.

We invoice the costs every 30 days depending on the package (Single, Team, Enterprise) -<http://www.opiniontracker.net/en/packages-prices/>) and the start date of the service use.

No reimbursement or credit notes are possible should the user not make (regular) use of the service during the 30-day period.

Terms of payment and accepted means of payment: payment transactions are made via encrypted communication using mPAY24. Payment can also be made by credit card (Visa, MasterCard) or by direct debit (from an Austrian bank).

In justified cases we offer corporate customers, educational institutions, public institutions, registered associations etc. purchase on account terms (subject to positive credit rating). In this case please contact us at [contact@opiniontracker.net](mailto:contact@opiniontracker.net).

Should users change the package (upgrade, downgrade), the changed amount becomes due for payment with the next invoice.

### **Changes in service and prices**

- \* We reserve the right to change or discontinue the service (and parts thereof) or the site at any time. Should datenwerk discontinue the service, datenwerk will terminate the contract of use with a period of notice of 14 days to the end of the month, such termination is to be sent per email to the last email address given by the user. datenwerk is no longer obliged to provide any services once the termination has become effective.
- \* datenwerk is entitled to change the prices of the service at any time. Users will be notified of any changes within 30 days. Continued use by the user after such notification by email to the email address given by the user entitles datenwerk to invoice for the changed service prices of which the user has been notified.

## Termination of the use of Opinion Tracker

- \* Users are themselves responsible for giving proper notification of termination of their accounts.
- \* Notification of termination must be submitted in writing (by email: [contact@opiniontracker.net](mailto:contact@opiniontracker.net) or by post: datenwerk innovationsagentur gmbh, Magdalenenstrasse 33, 1060 Vienna) with indication of all relevant data to the account and only to the end of the month.
- \* The period of notice is four weeks.
- \* The time of final discontinuation of the service (= end of invoicing) is the respective end of the month, subject to observance of the above-mentioned four-week period of notice.

## Copyright

- \* Opinion Tracker is a registered trade mark of datenwerk innovationsagentur gmbh. It is permitted to distribute the contents of the website [www.opiniontracker.net](http://www.opiniontracker.net) such as logos, texts or videos on the net, subject to observation of the conditions of a CC-BY-ND license (<http://creativecommons.org/licenses/by-nd/3.0/>). Pictures/photos are an exception to this provision.
- \* Opinion Tracker supplies links to contents in the World Wide Web under ([tool.opiniontracker.net](http://tool.opiniontracker.net)). The originator concerned is liable for the contents of the link. datenwerk is not responsible for the contents of sources found via Opinion Tracker, is not liable for such and does not guarantee their correctness.

## General provisions

- \* The service may not be sold-on, duplicated, reproduced or used for any other purpose without the prior approval of datenwerk.
- \* Users agree not to use the service to collect data (e.g. concerning users in the Web) with the intention of making unsolicited contact with users (e.g. unsolicited advertising campaigns).
- \* Users agree not to use the service in such a way that could lead to the destruction, overloading or deactivation of the service.
- \* datenwerk assumes no liability for (a) the usability of the service or the site (b) satisfaction with the service or the site (c) the uninterrupted availability of the service or the site (d) the correctness of the service or the site.
- \* datenwerk is neither responsible nor liable for any direct or indirect damage incurred as a result of using the service (or connected with the service).
- \* datenwerk reserves the right to remove contents (e.g. sources or tracks) that are unlawful, discriminating, pornographic or obscene, promote defamation, or that are aimed at a specific group in any other way, or that violate intellectual property rights or these Terms of Use.

\* **Choice of law, place of jurisdiction**

- \* This contractual relationship shall be governed by Austrian law, excluding the conflict-of-law rules that refer to other legal systems. All disputes in connection with the use of the services of datenwerk shall be settled by the court with subject-matter jurisdiction for the headquarters of datenwerk.

- \* Any questions concerning these Terms of Use can be sent to [contact@opiniontracker.net](mailto:contact@opiniontracker.net).