



Guidelines Customer Reviews

1. Introduction

These Guidelines Customer Reviews ("Guidelines") supplement Youvia's General Terms and Conditions ("General Terms and Conditions") and apply to the Agreement between Youvia and the Contracting Party.

By entering into the Agreement, the Contracting Party confirms that it has taken note of the Guidelines and the General Terms and Conditions and consents to their content. Youvia reserves the right to amend these Guidelines. Any amendments will, in accordance with article 2.6 of the General Terms and Conditions, be announced via the website www.youvia.nl.

2. Definitions

In addition to article 1 of the General Terms and Conditions, the following definitions are used in these Guidelines:

Complaints Procedure: the procedure on the basis of which any complaints by the Contracting Party and Users about Reviews can be settled.

Customer Review system: the online environment that allows the Contracting Party to manage Surveys, review Reviews and can contact Users;

Survey: the questionnaire included in the Customer-review-system on the basis of which Users can post a Review;

Terms of Use: the terms and conditions that apply to the use of the Review Tool by the User;

Review: a review about the Contracting Party and/or the purchased product entered by the User in the Review Tool (shop review and/or product review);

Review Tool: the software with which the User can complete the Survey and post a Review about the Contracting Party;

Service: the agreed service of Youvia consisting of collecting and publishing Reviews;

User: a customer of the Contracting Party who has purchased a product or service from the Contracting Party and who has concluded a user agreement with Youvia for the purpose of posting a Review;

Website: the website of the Contracting Party.

3. Execution of the Service and rights of use

3.1 During the term of the Agreement Youvia grants the Contracting Party a non-exclusive and non-transferable right to use the Customer Review system and the associated Services, in accordance with the [General Terms and Conditions](#) and these Guidelines.

3.2 The Customer Review system will only be made available online to the Contracting Party, as a (SaaS) service.

3.3 The Contracting Party may use the Customer Review system to (i) manage the (personal) set-up of its Survey, (ii) send e-mails to its customers requesting them to make use of the Review Tool and (iii) post Reviews on its own Website.

3.4 Youvia will endeavour to make the Review Tool (including the Survey approved by the Contracting Party) available to the Contracting Party's customers via the website designated by Youvia.

For the use of the Review Tool and posting the Review, the User will enter into an agreement with Youvia. The Reviews of the Users are always stored in the Review Tool.

3.5 During the term of the Agreement Youvia will ensure that the Contracting Party has access to the Reviews in the Review tool via the Customer Review system. The Contracting Party may publish the Reviews, and the associated scores, on its Website in a standard format (widget) or in its own look & feel using the Customer Review system. Within the framework of the foregoing, Youvia grants the Contracting Party a non-exclusive and non-transferable right to publish the Reviews on its Website for its own use and in accordance with the Agreement. The Contracting Party is not entitled to modify a Review.

3.6 If the Contracting Party is of the opinion that a Review is contrary to the Terms of Use, it can submit a complaint to Youvia with the request to remove the Review. The complaint will be dealt with in accordance with the Complaints Procedure.

3.7 Unless otherwise agreed upon in writing, Youvia is entitled (but not obliged) to publish the Reviews on its designated website(s) and/or in search engines and/or websites of other partners. These partners will be published on the website of Youvia. Youvia ensures that Users agree to the use of their Reviews in these search engines and websites.

3.8 Youvia will provide (online and by telephone) support to the Contracting Party, during office hours (between 9:00 and 17:00 on working days) with the use and setting up of the Customer Review system. Youvia will make every effort to answer any

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questions adequately and within a reasonable period of time. The Contracting Party guarantees that the employees that ask Youvia for support are sufficiently qualified.

3.9 The Contracting Party is only entitled to use the Customer Review system and the Service for its own purposes and will not make it available to third parties or exploit it in any other (commercial) way.

3.10 In order to guarantee the quality of the Service, the reliability of the posted Reviews and the independence of the Customer Review system for the Contracting Party, Youvia is entitled to contact, on a random basis, by e-mail Users who have placed a Review to verify whether they have actually been a customer of the Contracting Party.

3.11 The Contracting Party is not entitled to post or have posted Reviews about itself. If Youvia finds out or suspects that a Review has been written by the Contracting Party itself, it is entitled to remove the Review and block access to the Service.

4. Customer- and Personal Data

Reference is made to the Processing Agreement between Youvia as Processor and the Contracting Party as Controller, which agreement forms an integral part of the General Terms and Conditions including the definitions used therein.

Youvia as Processor

4.1 The Contracting Party may use the Customer Review system to send its customers an e-mail containing a link to the Review tool. In that context, the Contracting Party shall enter Personal Data (e-mail addresses) of its customers into the Customer Review system. With regard to this processing of Personal Data, the Contracting Party acts as 'Controller' and Youvia as 'Processor' within the meaning of the General Data Protection Regulation (GDPR). The agreement between the Contracting Party and Youvia is a processing agreement within the meaning of Article 28 paragraph 3 of the GDPR.

4.2 Youvia will only process the Personal Data entered by the Contracting Party in the Customer Review system for the execution of its obligations under the Agreement and not for other purposes. We hereby mention the following. In order to guarantee the quality of the Service, the reliability of the posted Reviews and the independence of the Customer Review system for the Contracting Party, Youvia is entitled, as part of the Service and on a random basis, to contact Users who have posted a Review by e-mail to verify if they have actually been a customer of the Contracting Party. Youvia observes confidentiality regarding all Personal Data that it receives from the Contracting Party in connection with the Agreement. Youvia will not make the Personal Data available to third parties (other than sub-processors).

4.3 The Contracting Party guarantees that its processing of Personal Data, including sending the e-mails, complies with the requirements of the GDPR and the (Dutch) Telecommunications Act and is not otherwise unlawful towards any third parties (including the Users). The Contracting Party indemnifies Youvia fully for all costs and

damages (including damages as a result of claims from Users or as a result of possible fines or other legal measures imposed by a supervisory body (including ACM/ The Netherlands Authority for Consumers and Markets or the Privacy Authority) that in any way result from and/or are related to its processing of the Personal Data in the Service.

4.4 Through the Review Tools Youvia processes Personal Data of Users that have entered into an agreement with Youvia for the use of the Service. Youvia ensures that the processing of these Personal Data complies with the GDPR, the [Terms of Use](#) and the [privacy policy of Youvia](#).

4.5 Youvia is at all times entitled to anonymize the customer- and Personal Data and then use the customer- and Personal Data on an aggregated and anonymized level (i) for research purposes and (ii) in order to optimize the Service.

5. Use of stars in Google Ads and Google search results

5.1 If the Contracting Party has a Google Ads campaign at its disposal, Google offers the possibility of converting the average score of the Reviews into 'orange stars' (1 to 5) in the ads. More information can be found at <https://support.google.com>.

5.2 Google also offers the possibility to publish the 'orange stars' mentioned in article 5.1 in Google's organic search results. In order to achieve this, the Contracting Party must use "Rich Snippets" on the Website. More information about this can be found at: <https://support.google.com>.

5.3 Google is fully responsible for the publication and use of the 'orange stars' in the Google Ads campaign and/or the organic search results. Contracting Party is aware and agrees that Youvia cannot be held liable for the services or products offered by Google, nor for any defects or errors therein. In the event of any complaints, the Contracting Party must turn to Google.

6. Duration of the Agreement

6.1 Unless expressly agreed otherwise, the Agreement is entered into for an initial term of one (1) year. At the end of this initial period, the Agreement is always tacitly renewed for periods of one (1) year, unless the Agreement is terminated in writing by one of the parties no later than one (1) month before the end of the contract period.