



Terms of Use customer review system

These Terms of Use apply to the use of the customer review system of Youvia bv, located at Herikerbergweg 88, (1101 CM) Amsterdam, registered in the trade register of the Chamber of Commerce under number 27198207 (hereinafter: 'Youvia').

By completing your review and clicking the 'submit' button you agree to the applicability of these Terms of Use. We advise you to read these Terms of Use carefully and keep a copy for your own administration.

Article 1 / Definitions

In these Terms of Use, the following terms and expressions (both singular and plural) have the following meaning:

Contracting Party/Company: the company from which the User has purchased a product or service;

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

Survey: a questionnaire on the basis of which the User can provide a Review;

User /You: a natural person, older than 16 years, who has concluded a user agreement with Youvia for the purpose of posting a Review and a customer of Contractor/Company;

Review: a review of a Company and/or the purchased product (shop review and/or product review) posted by the User, including the personal information entered (such as first name, place of residence, age or purchased product).

Website: the agreed website www.klantenvertellen.nl, www.kiyoh.com, www.kiyoh.nl or www.patientenvertellen.nl.

Article 2 / Posting a Review and delivery of the Service

2.1 Youvia offers you the possibility to fill in and leave a Review via the Survey Service.

2.2 Your Review (including personal information) may be published on the Website, the website or other media of the Company and in search engines and/or websites of other partners of Youvia which are advertised on the Website. These partners may change from time to time.

2.3 The Review (including any personal information entered by you) will only be provided to the relevant Company if this Company has entered into an agreement with Youvia to that effect. In that case the Company is entitled, but not obliged, to publish the Reviews on its Website. If the

Klantenvertellen.nl **Postal address**
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Company publishes the Reviews, it must post all Reviews; therefore it may not make a selection. The Company is entitled to publish the Reviews in its own look and feel.

2.4 Youvia is entitled to make a change in the Reviews or to remove them, without You being entitled to any form of compensation. Youvia can do this, for example, if the text of the Review is (unnecessarily) long, if You have entered your Personal Data incorrectly, if you breach Article 3 or if the Company has submitted a complaint about the Review, all this in accordance with Article 5.

2.5 The Company is not entitled to make any changes to the Reviews.

2.6 By posting a Review on the Website you grant Youvia a perpetual, irrevocable, royalty-free and unrestricted right to use the Review in accordance with these Terms of Use.

Article 3 / Conditions of use of the Service

3.1 You guarantee that all (personal) data that you provide in the context of the Service, such as your name, address and e-mail address are complete, correct and up to date and that you are using the Service exclusively for yourself.

3.2 You are liable for the content of the Reviews and guarantee that:

- a. its content is not false, deceptive, fraudulent or otherwise unlawful and/or against the law;
- b. you will not use the Review to treat others improperly (including the Company of which you are conducting a Review), for example, by posting discriminatory, offensive or abusive material;
- c. the Review is based solely on your own experience with the Company and that experience did not take place more than 6 months ago. This 6 month period does not apply if you post the Review in response to a request from the Company. In order to ensure the reliability of the Reviews, Youvia is entitled to contact you, on a random basis, by e-mail to provide proof that you are or have been a customer of the Company.
- d. the Review is not intended as a response to other Reviews;
- e. the Reviews do not contain any Personal Data, or other descriptions that can be traced back to a person;
- f. you will not harm the interests and good name of Youvia and its Service, in particular.
- g. the Reviews are solely based on the Company and/or the purchased product/ the Review does not refer to competing organizations of the Company.

Article 4 / Personal data

4.1 Through the Service Youvia processes Personal Data of Users. Youvia is "Processor" in the sense of the General Data Protection Regulation (the GDPR) and ensures that processing these Personal Data complies with the obligations contained in the GDPR.

4.2 The Privacy Policy included in Appendix 1 - in addition to Youvia's Disclaimer & Privacy and Cookie Statement - applies to the processing of Personal Data by Youvia.

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Article 5 / Complaints procedure

5.1 In case a Company or other third party believes that your Review conflicts with the Terms of Use, it may request Youvia by email to remove your Review. Youvia will notify You of the complaint by email as soon as possible and give You the opportunity to submit a defence. The complaint will then be dealt with within fourteen days.

5.2 During the handling of the complaint, the Review can be (temporarily) removed.

Article 6 / Intellectual property rights

6.1 All intellectual property rights and other rights regarding the Service (including but not limited to the website of Youvia, images, design and other materials) are owned by Youvia and/or its licensors. There is no transfer of intellectual property rights.

6.2 You may use the Service only for the purposes described in these Terms of Use. You are not entitled to make available, reproduce, distribute, modify, adapt or incorporate in any way, in any other material, other website or other software or service, any part or parts of the Service, or embed, subject to reverse engineering, create derivative products or services or use them otherwise than in accordance with the purpose of the agreement.

6.3 You guarantee that your Review or other materials made available by You do not infringe upon the rights of third parties and that you are entitled to make these materials available to Youvia.

Article 7 / Exclusion of warranties and liability Youvia

7.1 Although we take the utmost care with regard to (the content of) the Service, we cannot guarantee the presence of any defects or other imperfections, including in particular any incompleteness or inaccuracy in the publication of your Review(s). Youvia is in no way liable for any damage caused by the Service or any defects or other imperfections in or regarding the Service.

Article 8 / Final provisions

8.1 Youvia is entitled to amend the Terms of Use. The amendment will be announced to you through the Website or in any other way. If you do not accept the change, you can terminate your use of the Service as of the date on which the amendment takes effect. Termination will not result in deletion of the Reviews.

8.2 The Agreement and these Terms of Use are governed by the laws of the Netherlands.

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Privacy Policy for customer reviews

This Privacy Policy is an addendum to Youvia bv's Terms of Use and should be considered a supplement to Youvia bv's [Disclaimer & Privacy and Cookie Statement](#). This Privacy Policy uses the definitions set forth in Article 1 of the Terms of Use. The Privacy Policy applies to all Personal Data of Users that we process in the context of our Service.

By posting a Review and clicking on the 'submit' button, you consent to the processing of Your Personal Data in accordance with this Privacy Policy.

We recommend that you read the Privacy Policy carefully and keep a copy for your own records.

1. Processor

Responsible for the processing of Personal Data:

Youvia bv
Herikerbergweg 88
1101 CM Amsterdam
Tel : (013) 700 97 09
Chamber of Commerce number: 27198207.
The Data Protection Officer can be contacted at privacy@Youvia.nl.

2. What data does Youvia process and for what purpose

2.1 Youvia processes the Personal Data that the User enters on the Website when posting the Review. It concerns the following Personal Data: name, place of residence, e-mail address (mandatory).

2.2 The Personal Data entered by you, and any other information you have entered on the Website, will be used for the execution of the agreement and more specifically for the following purposes:

- (i) Your name and place of residence will be provided together with the Review to the Company that is the subject of the Review;
- (ii) the Review will be published together with your first name and place of residence on the Company's website and on the website and search engines of the partners published by Youvia. Your e-mail address will be not published.
- (iii) Your name and email address may be used to deal with questions and/or complaints, to provide the information you have requested and to contact you in the event of complaints or questions about your Review.

2.3 Youvia cannot exclude that the Company may link the Personal Data contained in the Review to its own customer data and thus ascertain that the Review originates from you. The Company may contact you as a result of the Review.

2.4 During the period that your Review is published through our Service your Personal Data will be stored and processed by us. If and when your Review is deleted, we will also delete your Personal Data.

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2.5 Youvia can anonymize the Personal Data and subsequently use them on an aggregated and anonymized level (i) for research purposes and (ii) in order to optimize the Service.

2.6 Through the Website, Youvia further processes IP addresses of Users. These data are used exclusively to check whether the Service is used lawfully and, for example, the User does not place multiple Reviews for the same company. After a period of 3 months these will be removed or made anonymous.

3. Right of access, deletion and questions/complaints

3.1 Through our customer service department (info@klantenvertellen.nl) you can make a request to access, receive, change or delete your Personal Data. At your request, we will also communicate any changes to the Company that published your Review. We will always promptly process your request and inform you of the follow-up we have given to the request, in any event within one month of receipt of the request. If we do not accede to your request, we will always clarify this.

3.2 If you wish to object to the (further) processing of your Personal Data as referred to in Article 2, you can also contact our customer service (info@klantenvertellen.nl). We will deal with the objection immediately, in any event within one month, and remove the Personal Data concerned.

3.3 Any changes, deletions or other restrictions on the use of your Personal Data will be incorporated into your Review and communicated to the Company that published your Review.

3.4 If you have any complaints about the manner we are processing your Personal Data or handling your requests, please contact our Data Protection Officer (privacy@youvia.nl). If this does not lead to a solution, you can, of course always exercise your right to lodge a complaint with the Data Protection Authority (www.autoriteitpersoonsgegevens.nl) or appeal to the competent court.

3.5 Any other questions or comments about this Privacy Policy may be directed to our customer service department (info@klantenvertellen.nl).

4. Changes

This Privacy Policy is subject to change. Changes will be posted on the Website. We advise you to check the Privacy Policy regularly.

5. Transfer of undertaking

If Youvia transfers one or more parts or assets of its company (including the Service) to a third party, the related (personal) data can also be transferred to this third party. If this situation occurs, it will be announced on the Website. To the extent that you disagree with such transfer, you may terminate the Service or request that we remove your Personal Data.

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