

justtrack: Terms and Conditions

Version 1.0 — 13th May, 2025

1. Acceptance of Terms

1.1 Welcome to the justtrack platform (“**justtrack**,” “**we**,” “**our**,” or “**us**”). We’re a service provided by justtrack GmbH, based at An der Alster 42, 20099 Hamburg, Germany, along with our partners (called “**Affiliates**,” as explained in Clause 3). When we refer to “**you**” or “**your**,” we mean the company or individual (or the organization you’re representing as an authorized employee or agent). By using our platform, you’re agreeing to these Terms and Conditions, the Documentation (as defined in Section 3), and our Data Protection Agreements (as outlined in Section 9), all of which are part of this agreement.

1.2 You can always access the latest version of justtrack’s key legal documents at the links below:

- justtrack Terms and Conditions: <https://justtrack.io/justtrack-terms-and-conditions/>
- justtrack Privacy Notice for the website & platform: <https://justtrack.io/privacy-notice/>

1.3 By clicking on “**Sign up**” and creating an account with justtrack, you’re agreeing to be bound by justtrack’s terms and conditions, data protection agreements, and documentation (the “**Agreement**” or “**Terms**”). This action counts as an electronic signature, which has the same legal effect as a handwritten one. By continuing to use justtrack’s services, you confirm that you’ve read, understood, and accepted all the terms.

1.4 If you’re signing this Agreement on behalf of your employer, partner, or another organization, you confirm that you have the proper authorization to do so. Specifically, you’re agreeing that: (i) you have the legal right to commit your employer, partner, or organization to these Terms; (ii) you’ve read and understood these Terms; and (iii) you’re agreeing to these Terms on their behalf. If you don’t have the legal authority to bind your employer or organization, please don’t click the “Sign up” button.

2. Hierarchy and Amendment

2.1 Both Parties may subsequently conclude specific orders (the “**Orders**”) with regard to specific services provided by justtrack. The Orders shall have the same legal effect as this Agreement and shall be regarded as a part of this Agreement. In the event of a contradiction between this Agreement and an Order, the latter shall prevail.

2.2 justtrack reserves the right to change or modify any of the terms and conditions contained in the Agreement at any time, in its sole discretion, by posting changes at <https://justtrack.com> or such other URL that justtrack may provide from time to time. Your continued use of any part of the Service (as defined below) following the posting of such changes or modifications will constitute your acceptance of such changes or modifications.

3. Certain Definitions

In this Agreement, the following words have the meanings set out below. All capitalized terms not defined herein shall have the meaning set forth in the Agreement and in the “Applicable Data Protection Law”:

- **Account** refers to Your Account for the Service, which You will receive when You create or sign up for a justtrack account.
- **Affiliate** means, with respect to a Party, any entity that directly or indirectly controls that party, is controlled by, or is under common control with that party. For purposes of this Agreement, “control” means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such an entity.
- **“App ”** means a software application made available by a **“Company”** for use on mobile devices or via web browsers, offering specific features or services to Users.
- **“App Data”** means the information data concerning the characteristics and activities of Users that is collected through use of the Tracking Code and then forwarded to the Servers and analyzed by the Processing Software;
- **Applicable Data Protection Law** refers to any laws or regulations put in place by a government or official body to protect people’s privacy rights. This includes laws like the General Data Protection Regulation (GDPR), which applies in the European Union, the UK GDPR (as part of the UK’s data protection law), the Swiss Federal Data Protection Act (Swiss DPA), the California Consumer Privacy Act (CCPA), and the ePrivacy Directive. It also covers any national laws in EU countries that implement these rules.
- **“Documentation”** means any accompanying proprietary documentation made available to You by justtrack for use with the Service, including any documentation available online or otherwise;
- **“justtrack Content”** means all content, including without limitation software (in object or source code form), script, programming code, data, information, structural hierarchies, interfaces, processes, HTML code, trademarks, service marks, proprietary logos, distinctive brand features, images, illustrations, graphics, multimedia files and/or text, contained in the justtrack Platform, as well as the structure, selection, coordination, expression, “look and feel”, and arrangement of the justtrack Platform, and all Intellectual Property Rights therein or relating thereto.
- **“Platform”** means justtrack’s proprietary online software as a service (“SaaS”) platform located at justtrack.com (including, without limitation, any successor domains or subdomains thereof), together with any fixes, updates, enhancements, and upgrades thereto. Without limiting the foregoing, the justtrack Platform shall include the justtrack Content, the Documentation, and the App Data.

- **“Party”** means a party to this Agreement and shall be a reference to You or justtrack, as the context requires and “Parties” shall mean both justtrack and You collectively;
- **“Personal Data”** means any information relating to a “Data Subject”, defined herein as an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- **“Processing Software”** means the proprietary justtrack software and all upgrades to such, which is hosted by justtrack on the Servers and which analyzes App Data and generates the reports relating to Apps;
- **“Servers”** means the servers controlled by justtrack (or its wholly owned subsidiaries) or a third party appointed by justtrack upon which the Processing Software and App Data are stored;
- **“Service”** shall have the meaning described in section 4.1 below;
- **“Software”** means the Tracking Code and the Processing Software, and all software used to access, view, or modify reports or access rights to justtrack;
- **“Tracking Code”** means the proprietary justtrack tracking code, which is provided by justtrack and installed by You in an App for the purpose of collecting App Data, together with any fixes, updates, and upgrades provided to you (collectively, the “Tracking Code”).
- **“User”** means a user of Your App;
- **“Websites”** means justtrack’s official website located at <https://justtrack.com> and all associated sites linked to <https://justtrack.com> by justtrack.

4. Description of Service

4.1 The justtrack platform is a self-service tool designed to help app developers and marketers track marketing campaigns, measure performance, and gain insights through attribution and analytics (the **“Service”**).

4.2 Please note that the Service, Software, and Websites are provided “as is.” That means justtrack isn’t responsible if things like messages, settings, or App data are lost, delayed, or not saved. It’s up to you to make sure you have the access you need to use everything.

4.3 Some parts of the Service may come from our trusted technical partners or vendors (we’ll call them **“Partners”**) who work with us under their own agreements. To use these Partner services, you’ll need to agree to their terms and data policies as well. If there’s ever a conflict between what this agreement says and what the Partner’s documents say, the Partner’s rules will apply.

5. Fees and Services

5.1 justtrack may offer some of its services for free under what we call justtrack “Free”. This free access comes with certain limits, which you can find on our <https://justtrack.io/pricing/> (“Pricing Page”). justtrack can update these limits anytime if needed.

5.1.1 If your usage reaches or goes beyond those limits, we’ll give you a heads-up. At that point, you may need to start a paid plan with our justtrack “Pro” Tool to keep using the services. If no payment is made after we notify you, the service may be paused.

5.1.2 justtrack Free will automatically stop once you hit the usage limit. If you go over the limit, the services will follow the terms listed on our <https://justtrack.io/pricing/>. You or justtrack can end the access to justtrack Free at any time, no notice needed.

5.1.3 Just a heads-up: justtrack Free is provided “as-is.” That means we don’t make any promises about it being perfect—like always accurate, error-free, or suitable for every need—unless we’ve intentionally done something wrong or illegal.

5.2 justtrack also offers paid subscription plans, and we might adjust pricing or features from time to time. We’ll always give you a heads-up when we do. The details of your subscription term will be set when you sign up and confirmed in your Order. You can also check the <https://justtrack.io/pricing/> for more information. If there’s ever a difference between what’s on the Pricing Page and what’s in your Order, the Order shall prevail. All payments made by Company to justtrack under this Agreement, including but not limited to payments for paid services as set forth on the Pricing Page or in an Order, are non-refundable. This includes, but is not limited to, cases where services are unused, underutilized, or where there is a reduction in query usage or data processed. justtrack shall not be liable for refunding any fees, except in cases of willful misconduct or fraud.

5.3 You are solely responsible for payment of any taxes, fees, or other charges of any nature whatsoever assessed against You by any governmental authority upon or with respect to the Service, excluding any taxes payable by justtrack under applicable tax laws and regulation, notably but not limited to, on its general income. Each Party shall pay its own taxes as they fall due and shall indemnify and hold harmless the other Party from any and all claims and liability arising from its failure to report or pay such taxes.

5.4 justtrack may occasionally update its pricing or payment policies for the justtrack Platform. If any changes are made, we’ll send you a direct notification by email, and we’ll also post the update on <https://justtrack.io/> (or another link we may use in the future). By continuing to use the platform after we notify you, you’re agreeing to the updated pricing or payment terms.

5.5 Billing for justtrack Pro: The premium product is billed monthly, with the same billing date each month, based on the date you first subscribed. If your app exceeds a specific number of monthly installs or in-app events, the paid premium analytics tool will apply (see details on the payment page). As outlined above, if no payment is made by You after we notify you, the service may be paused until you upgrade to the “Pro” version.

5.5.1 Our services operate on a 30-day billing cycle. Charges are based on usage in the previous 30 days. After you start your subscription, you will be billed on the same date each month. The billing

amount will be based on your app's usage during the last 30 days. We will let you know your billing date when you subscribe, and it will remain the same each month unless we inform you otherwise. Once we finalize your bill for the past month, we will send you an invoice by email. It is your responsibility to keep your contact information up to date to ensure you receive the invoice on time. Not receiving the invoice due to outdated contact details won't delay or cancel your payment.

5.5.2 If the Company doesn't pay on time or if a payment method is rejected, justtrack may restrict access to paid features, but you'll still have access to justtrack "Free" features. This limited access will stay in place until the overdue payment is made. However, we can't guarantee that any data after the access removal can be retrieved, even if payment is later received. Once the outstanding payment is cleared, we'll restore full access to all features.

5.5.3 All invoices from justtrack must be paid within 30 days unless we've agreed on something different. If the invoice isn't paid in time, access to paid services may be suspended, as mentioned earlier. It's your responsibility to make sure payments are made on time to avoid any interruptions. We may change the billing cycle terms if needed, but we'll let you know about any changes as per the agreement.

6. Account, password, and security

6.1 To sign up for the Service, you'll need to complete a quick registration form and provide up-to-date, accurate info—like your email (which will be your username) and a password. By signing up, you confirm that you're old enough to legally agree to a contract.

6.2 Please keep your username and password safe! You're responsible for anything that happens with your account, whether it's you or someone else using it. Occasionally, justtrack's support team may log in using your account (with your permission) to help fix technical issues or improve the service. By using the platform, you're okay with this kind of support access.

6.3 You're also responsible for everything that happens on your account. If you notice anything suspicious—like someone else using your account or a potential security issue—please let us know right away so we can help.

7. License and Acceptable Use

7.1 justtrack hereby grants You a limited, revocable, non-exclusive, non-transferable license (without the right to sub-license) to install, copy, and use the Tracking Code solely to the extent necessary to use the Service for one or more Apps that You own and control. justtrack also grants you the right to remotely access, view, and download the reports relating to Apps. Your license of the Tracking Code and your use of and access to the Service (which includes, without limitation, the Software,

Documentation, and the reports relating to Apps) is conditional upon Your compliance with the terms and conditions of the Agreement.

7.2 You will not, nor will You allow any third party to: (i) copy, modify, adapt, translate, or otherwise create derivative works of the Websites, the Software, or the Documentation; (ii) reverse engineer, de-compile, disassemble, or otherwise attempt to discover the source code of the Websites or the Software, except to the extent applicable laws specifically prohibit such restriction; (iii) use any “deep-link,” “page-scrape,” “robot,” “spider” or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Websites and the Software, or in any way reproduce or circumvent the navigational structure or presentation of the Websites and the Software, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Websites and the Software; (iv) rent, sublicense, lease, sell, assign or otherwise transfer rights (or purport to do any of the same) in or to the Tracking Code, the Processing Software, the Documentation, any information acquired from the Service, or the Service; (v) remove any proprietary notices or labels on the Software or which are otherwise placed by the Service; or (vi) use, post, or introduce anything—like software, tools, or scripts—that could disrupt or interfere with how the Service or Software works. Unless we say otherwise in Section 7.3, you’re allowed to use the Software, Service, and any App-related reports only for your own internal business needs. That means you shouldn’t resell it, share it as part of a service for others, or use it in any kind of time-sharing or service bureau setup. Also, you will make sure—and anyone you give access to—follow all relevant laws and regulations when using the Website, Documentation, Software, Service, and any related reports.

7.3 You’re not allowed to give others full access to the Software. That said, you *can* share the reporting features with third parties (a “**Third Party**”)—as long as you don’t charge them for it, directly or indirectly, and you understand that you’re fully responsible for how they use any data or materials you share with them.

8. Confidentiality

8.1 For this Agreement, “**Confidential Information**” means any private or proprietary data shared between both parties. This includes written information marked “confidential” or spoken information that is later written down and marked “confidential” within five business days. However, information that becomes public, was already known to the receiving party before it was shared, or was independently developed without using confidential information is not considered confidential.

8.2 Neither party will use or share the other party’s confidential information without prior written consent, unless it’s necessary to fulfill obligations under this Agreement or required by law. If disclosure is required by law, the party being asked to disclose will try to give the other party as much notice as possible.

8.3 Publicity: Unless there’s a separate confidentiality agreement that specifically prohibits sharing details of the relationship, the Company agrees that justtrack can publicly mention the partnership,

including using the Company's name, logo, or trademarks in marketing (like on justtrack's website or in advertisements). If you don't want this, you can email justtrack at support@justtrack.io, and justtrack will remove the information within five business days.

8.4 Non-Resale of Downloaded Data: By using the Service, you agree to the following terms about downloaded reports and data: (i) **Confidentiality:** Any materials or data you download from justtrack are considered confidential, and you agree to keep them private and secure; (ii) **Prohibition of Resale:** You agree not to resell, distribute, or share any of the downloaded data with third parties, whether for business or personal use, unless you get our written permission first; (iii) **Non-Disclosure:** You won't share or publish any portion of the downloaded data (like reports, data sets, or visualizations) without our express written permission; (iv) **Usage Restrictions:** You can use the downloaded data only for your own internal business purposes. Any other use, like research or commercial activities, requires written approval from us; (v) **Intellectual Property:** All rights to the downloaded data, including copyrights and trademarks, remain with justtrack or our licensors. You don't get any ownership or intellectual property rights over the data; (vi) **Breach and Remedies:** If you break these rules, we may take legal action to protect our rights, including seeking damages or suspending your access to the Service and (vii) **Survival:** These terms will continue to apply even after the agreement ends to protect the downloaded data.

9. Data Usage and Protection

9.1 Both parties agree to comply with the justtrack Privacy Notice, the justtrack Privacy Policy and the terms outlined in the EU Data Processing Addendum ("**EU DPA**") and the **EU Standard Contractual Clauses** for data transfers between EU and non-EU countries, as outlined in the Controller-to-Processor Module, 4 June 2021 ("**SCC**"), into this Agreement (together, the "**Data Protection Agreements**"). These terms are incorporated into this Agreement.

9.2 You'll make sure to meet your responsibilities regarding Personal Data under any applicable data protection laws. This includes taking the right security measures to avoid any data breaches as part of your work with this Agreement. You'll ensure that data subjects (including individual end-users) have been properly notified when their Personal Data is processed as part of this Agreement and as described in the Privacy Policy.

9.3 You'll also make sure you've gotten proper consent from all data subjects (including individual users) for any data processing activities that go beyond basic usage statistics—like creating user-level analytics or exporting raw data—so that justtrack can lawfully process their Personal Data as described in the Privacy Policy.

9.4 You must not bypass any privacy settings (such as opt-out options) that are part of the Service, and you agree not to do anything that would cause justtrack to violate any data protection laws or break any commitments made to data subjects regarding their Personal Data.

9.5 justtrack may use the data collected during the Service (including App Data) for the following purposes: (i) to fulfill its responsibilities under this Agreement, (ii) to improve and operate the

Service, and (iii) for general analytics and research to enhance the Service. You grant justtrack a worldwide, permanent, royalty-free license to use this data for these purposes.

9.6 You agree that justtrack can compile aggregated or de-identified data (including Personal and App Data) for the purpose of improving the Service. This data will be anonymized and can't be used to identify any individual users. justtrack may also use this aggregated or de-identified data to improve its models and future services.

9.7 The Privacy Notice may be updated from time to time, but any changes will not negatively affect your rights under this Agreement. If there's any conflict between the Privacy Notice and this Agreement, the Privacy Notice will take priority.

10. Indemnification

10.1 You agree to protect justtrack and its team (including agents, affiliates, directors, employees, and partners) from any losses, liabilities, or costs that might come up because of (i) any violations of laws, rules, or regulations related to how you use the Service; (ii) any breach of this Agreement by you, or by anyone you allow to access your account or the reporting features of the Software; and (iii) any claims made by third parties related to their access to your account or the Service.

11. Use by third parties

11.1 If you grant access to your account, or any part of it, to a third party, or if you use the Service to collect information on behalf of a third party—regardless of whether justtrack has authorized it—the terms outlined in Clause 11 will apply.

11.2 If you're using the Service on behalf of a third party, you confirm that:

- (i) you have the proper authority to act on their behalf and agree to this Agreement for them; and
- (ii) the third party owns all rights to any App Data tied to the relevant account(s) between you and them.

11.3 Along with what's stated in Clause 11.2, you agree to make sure that any third party you work with follows this Agreement as if they were directly bound by it. You're also responsible for keeping any confidential information from that third party private, and you won't share their App Data without getting their written permission first.

12. Disclaimer of warranties

12.1 justtrack may update or make changes to the Service, the Software, or the Websites at any time, with or without notice. Please note that the Service, Software, Websites, and any reports related to Apps are provided “as is,” which means they come with all existing faults, and justtrack doesn’t offer any guarantees or warranties.

12.2 More specifically, justtrack doesn’t promise that: (i) the Service, Websites, or Software will fully meet your needs, or always run without interruptions, security issues, or errors; (ii) any issues or bugs will be fixed; (iii) the Service, Websites, Software, or any related software on the server will be free of viruses or other harmful elements; (iv) the information you access through the Service—including App reports—will always be accurate, reliable, timely, or correct; (v) any reports, advice, or insights provided by justtrack create any kind of warranty.

13. Limitation of liabilities

13.1 Nothing in this Agreement limits or excludes either party’s liability for: (i) death or personal injury caused by negligence (whether by the party itself, or its employees, agents, or contractors); (ii) fraud or intentional misrepresentation; (iii) breach of basic rights, such as ownership or peaceful use of property; (iv) misuse of Confidential Information. Similarly, nothing in this Agreement limits or excludes responsibility for violating confidentiality obligations (as set out in Clause 8) or for infringing the other party’s intellectual property rights.

13.2 With the above exceptions in mind, neither party will be responsible—under contract, tort (including negligence), or otherwise—for: (i) financial losses like lost revenue, profits, contracts, data, business opportunities, expected savings, or the cost of finding alternative services; (ii) loss of goodwill or reputation; or (iii) any special, indirect, or consequential losses—even if those losses were foreseeable when this Agreement was signed.

13.3 Subject to Clauses 13.1 and 13.2, you agree that justtrack and its wholly owned subsidiaries won’t be held liable for unauthorized access to or changes made to your App Data or related information.

13.4 justtrack can’t be held responsible for any errors, failures, or delays in the Service. This includes (but isn’t limited to) issues caused by: (i) outages or problems with public internet infrastructure; (ii) failures in your own systems, equipment, or local access; or (iii) planned maintenance that was scheduled ahead of time. Finally, and again subject to Clauses 13.1 and 13.2, the total maximum liability of justtrack (and its wholly owned subsidiaries) to you under this Agreement is capped at € 5,000, regardless of the type of claim.

14. Proprietary rights notice

14.1 justtrack owns all rights, title, and interest in the Service, including all related intellectual property. This covers everything from the Software and Documentation to any improvements or custom versions. Any rights not clearly given to you in this Agreement are fully reserved by justtrack and its licensors.

14.2 To clarify, you agree not to (and not to help anyone else to): (i) use any of justtrack's trademarks, logos, domain names, brand features, or other copyrighted or proprietary materials related to the Service without getting written permission from justtrack first; (ii) try to register (or help someone else register) any names, marks, logos, or other brand elements that belong to or are associated with justtrack—unless it's in justtrack's name and you've got written approval; (iii) remove, hide, or modify any copyright, trademark, or other ownership notices that appear in or on anything provided as part of the Service.

15. Term and termination

15.1 This Agreement starts when you click the “Sign up” and create an account with justtrack. It will remain in effect unless either you or justtrack decides to end it according to Clauses 15.2 or 15.3. Your subscription will automatically renew at the end of the initial term for the same length, as shown on the Pricing Page or during checkout. If you want to cancel the renewal, you need to notify justtrack at least 30 days before the renewal date.

15.2 Either party can end this Agreement if the other party breaks the terms of the Agreement and doesn't fix it within 30 days after receiving notice. Either party can also terminate immediately if the other party: (a) goes into liquidation, dissolution, or bankruptcy; (b) becomes insolvent or unable to pay debts as they come due; or (c) stops doing business and doesn't have a successor. justtrack can also terminate this Agreement and stop providing the services at any time for convenience, with 30 days' written notice to you. We'll send this notice to the email address you provided. After termination, you won't have access to your historical data unless you and justtrack agree in writing to transfer it.

15.3 justtrack may immediately suspend or disable your access to the Service if we believe, in good faith, that your actions (or lack thereof) could: (i) harm the Service, other users, or our systems; (ii) involve tampering with or disabling technical protections; (iii) expose justtrack or other users to risk or liability; or (iv) give competitors an unfair advantage by compromising the Service.

16. Applicable law and venue

16.1 This Agreement is governed by the laws of Germany, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If a dispute arises in connection with this Agreement, both parties agree that it will be handled by the courts of Hamburg, Germany, which will have exclusive jurisdiction. The language of the proceedings will be German (unless otherwise agreed in writing).

16.2 That said, if justtrack needs to take quick legal action—for example, to prevent unauthorized use of its intellectual property or protect confidential information—it can seek urgent legal remedies (such as an injunction) in any court that has the appropriate authority to grant such relief.

17. Miscellaneous

17.1 Transfer of Agreement: Neither you nor justtrack may transfer this Agreement—or any responsibilities under it—to another party without getting written permission from the other side first. That said, permission shouldn't be unreasonably withheld. This Agreement will still apply to and benefit each party's legal successors and any approved assignees.

17.2 Entire Agreement: This Agreement (including any documents or terms we reference) is the full understanding between you and justtrack. It replaces any previous discussions, agreements, or communications—whether written or spoken—about the same subject.

17.3 Notices: Any official notices required under this Agreement are considered delivered: (i) on the next business day if sent by overnight courier; or (ii) on the fifth business day if sent by certified or registered mail (with prepaid postage), or (iii) by email to the email address linked to your account. You can update your notice address at any time by updating your account details.