

# justtrack Terms of Service

*justtrack GmbH, An der Alster 42, 20099 Hamburg, Germany*

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## 1. Scope of these Terms; Business Customers Only

1.1 These Terms of Service (the “Terms”) govern the access to and use of the justtrack platform, an online software-as-a-service solution for mobile and web app attribution, analytics and campaign performance measurement (the “Service”), provided by justtrack GmbH, An der Alster 42, 20099 Hamburg, Germany (“justtrack”, “we”, “us”).

1.2 The Service is offered exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), i.e. natural or legal persons or partnerships with legal capacity who, when concluding the contract, act in the exercise of their commercial or independent professional activity. The Service is not offered to consumers. By creating an Account, you confirm that you are acting as an entrepreneur.

1.3 Any terms and conditions of the Customer that deviate from, conflict with or supplement these Terms shall not apply, even if justtrack provides the Service without expressly objecting to them.

## 2. Definitions

- **“Account”** means the Customer’s account for the Service created upon registration.
- **“Agreement”** means the contract between justtrack and the Customer regarding the use of the Service, consisting of the documents listed in Clause 3.3.
- **“App”** means a software application made available by the Customer for use on mobile devices or via web browsers.
- **“Customer”, “you”** means the company or organization on whose behalf the Account is created.
- **“Customer Data”** means all data submitted to or collected through the Service on behalf of the Customer, including data concerning the characteristics and activities of End Users of the Customer’s Apps collected through the SDK.
- **“DPA”** means the justtrack Data Processing Agreement referred to in Clause 11.2.
- **“Documentation”** means the technical documentation for the Service made available by justtrack, as updated from time to time.
- **“End User”** means a user of a Customer App.

- **“Order” or “Order Form”** means a written or electronic ordering document agreed between the Parties for the Service, referencing these Terms.
- **“Pricing Page”** means the pricing information published at <https://justtrack.io/pricing/>, including the subscription plans, usage metrics and Fair Usage Thresholds.
- **“SDK”** means justtrack’s proprietary software development kit and tracking code installed by the Customer in its Apps to collect Customer Data.
- **“Subscription Plan”** means the paid plan selected by the Customer as described on the Pricing Page or in an Order.
- **“Subscription Term”** means the monthly or annual term of a Subscription Plan pursuant to Clause 6.

### 3. Conclusion of the Agreement; Contract Documents

3.1 The Agreement is concluded either (i) online, by the Customer completing the registration process, accepting these Terms and – upon expiry of the Free Trial – selecting a Subscription Plan (“Self-Service Subscription”), or (ii) by both Parties signing an Order Form (“Ordered Subscription”).

3.2 The person creating the Account represents that they are authorized to bind the Customer. Clicking “Sign up” and, where applicable, “Subscribe” constitutes acceptance of the Agreement with the same legal effect as a handwritten signature.

3.3 The Agreement consists of the following documents. In the event of a conflict, they apply in the following descending order of precedence:

- (a) the Order Form (if any), but only for the deviations expressly identified in it;
- (b) these Terms;
- (c) the DPA (which prevails over these Terms with respect to the processing of personal data);
- (d) the Pricing Page; and
- (e) the Documentation.

3.4 The DPA is incorporated into the Agreement by reference and applies automatically upon creation of an Account, without any further signature being required. The current version of the DPA is available at <https://justtrack.io/dpa/>.

### 4. The Service

4.1 justtrack provides the Customer with access to the Service via the internet for the duration of the Agreement. The functional scope of the Service is described in the Documentation and on the Pricing Page. All features of the Service are available under every Subscription Plan; the Subscription Plans differ by usage volume, not by feature set.

4.2 justtrack may further develop the Service (e.g. by adding, modifying or improving features) provided that the core functionality owed under the Agreement is not materially reduced. justtrack will inform the Customer in good time of material changes to the Service.

4.3 Where AI-supported features are made available as part of the Service, they are provided via infrastructure operated within justtrack's hosting environment. Details of the processing of personal data in connection with AI features are set out in the DPA.

## 5. Free Trial

5.1 Upon registration, the Customer receives free access to the Service for a trial period of fourteen (14) days (the "Free Trial"), unless a different trial period is agreed in an Order or communicated by justtrack during sign-up. No payment details are required for the Free Trial.

5.2 During the Free Trial, the Service is provided "as is" and without any availability commitment or warranty, except in cases of intent or gross negligence. Clause 16.2 remains unaffected.

5.3 Upon expiry of the Free Trial, access to the Service is suspended unless the Customer selects a Subscription Plan and provides a valid payment method. If the Customer does not subscribe within thirty (30) days after expiry of the Free Trial, justtrack may delete the Account and all Customer Data, subject to the deletion provisions of the DPA.

## 6. Subscription Plans; Subscription Term; Renewal

6.1 The available Subscription Plans, the applicable usage metrics – in particular monthly active users (MAU) and the monetization adjustment factor – and the fees are set out on the Pricing Page as in force at the time of subscription or renewal.

6.2 Subscription Plans are available with a monthly or an annual Subscription Term. Annual Subscription Terms are discounted as shown on the Pricing Page. Fees for annual Subscription Terms are invoiced monthly during the Subscription Term unless otherwise agreed in an Order.

6.3 The Subscription Term renews automatically for successive periods of the same length unless either Party gives notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Notice may be given by the Customer via the billing settings in the Account or in text form (e.g. email).

6.4 The Customer may upgrade to a higher Subscription Plan at any time with effect for the current billing period (pro-rated). Downgrades take effect at the start of the next Subscription Term.

## 7. Fees, Invoicing and Payment

7.1 The fees for the Subscription Plan are calculated on the basis of the usage metrics defined on the Pricing Page for the respective billing period. Billing periods are monthly, starting on the date of the first subscription.

7.2 Payment is processed via our payment service provider Stripe. Accepted payment methods are credit card and SEPA/bank transfer as offered during checkout. The Customer authorizes justtrack to collect recurring fees through the selected payment method.

7.3 Invoices are issued electronically to the billing contact stored in the Account. Unless otherwise agreed, invoices are due within fourteen (14) days of the invoice date. The Customer is responsible for keeping billing contact details, VAT ID and payment information up to date; failure to receive an invoice due to outdated contact details does not postpone the due date.

7.4 All fees are exclusive of VAT and other applicable taxes. The Customer bears all taxes, duties and charges levied in connection with the Service, with the exception of taxes on justtrack's income. Where the Customer is required by law to withhold or deduct taxes from any payment, the sum payable shall be increased so that justtrack receives the amount it would have received without such withholding (gross-up).

7.5 If the Customer is in default of payment, justtrack may, after a reminder and expiry of a reasonable grace period, suspend access to the Service until all outstanding amounts have been settled. Statutory default interest and the right to terminate for cause remain unaffected. Suspension does not release the Customer from the obligation to pay fees for the agreed Subscription Term.

7.6 Fees are non-refundable except where the Agreement is terminated by the Customer for cause attributable to justtrack, in which case prepaid fees for the period after the effective date of termination are refunded pro rata.

## **8. Fair Usage**

8.1 The Subscription Plans are priced on the assumption that the Customer's use of the Service is commensurate with its plan and app portfolio in scope and intensity. Indicators of usage include, in particular, the number of app events processed (SDK and server-to-server), ad impressions and clicks, requests to the reporting and management APIs, requests to MCP endpoints, tokens consumed by AI-supported features, the volume of raw data exports and the number of postbacks sent.

8.2 Quantified fair usage thresholds for these indicators are set out on the Pricing Page ("Fair Usage Thresholds"). justtrack monitors usage against the Fair Usage Thresholds on a regular basis.

8.3 If the Customer's usage exceeds the applicable Fair Usage Thresholds in a sustained manner, justtrack will notify the Customer. Following the notification, a grace period of two (2) months applies during which the Customer may reduce usage or upgrade to a suitable higher plan. If, at the end of the grace period, usage still exceeds the thresholds, the Customer's plan is upgraded to the lowest plan covering the actual usage with effect from the end of the grace period. justtrack will inform the Customer of the upgrade and the resulting fees before it takes effect.

## **9. Customer Obligations; Account Security**

9.1 The Customer shall provide accurate and complete registration and billing information and keep it up to date.

9.2 The Customer shall keep login credentials confidential and is responsible for all activities under its Account, unless the activity results from a breach of justtrack's obligations. The Customer shall inform justtrack without undue delay of any suspected unauthorized use of the Account.

9.3 The Customer shall implement the SDK in accordance with the Documentation and shall not use the Service in a manner that violates applicable law, these Terms or the rights of third parties.

9.4 The Customer shall create backups of any reports or exports it requires beyond the retention periods set out in the Agreement and the DPA.

## **10. License; Acceptable Use**

10.1 justtrack grants the Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right, for the duration of the Agreement, to install and use the SDK in Apps owned or controlled by the Customer and to access and use the Service and the reports generated by it for the Customer's own internal business purposes.

10.2 The Customer shall not, and shall not permit any third party to: (i) copy, modify, translate or create derivative works of the Service, the SDK or the Documentation; (ii) reverse engineer, decompile or disassemble the Service or the SDK except to the extent permitted by mandatory law; (iii) access the Service by automated means outside the documented interfaces or circumvent usage measurement or technical protections; (iv) rent, sell, sublicense or otherwise make the Service available to third parties or operate it as a service bureau; (v) remove proprietary notices; or (vi) introduce software or scripts that disrupt or interfere with the operation of the Service.

10.3 The Customer may share reports and dashboards with third parties free of charge, provided the Customer remains responsible for the third party's handling of the shared material and does not grant the third party direct access to the Service beyond documented sharing features.

## **11. Customer Data; Data Protection**

11.1 As between the Parties, the Customer retains all rights in the Customer Data. The Customer grants justtrack the non-exclusive right to process the Customer Data to the extent necessary to provide the Service and perform the Agreement.

11.2 Where justtrack processes personal data contained in Customer Data on behalf of the Customer, the DPA applies. The DPA, including its annexes and the subprocessor list referenced in it, is incorporated into the Agreement by reference pursuant to Clause 3.4.

11.3 The Customer is responsible, as controller, for the lawfulness of the collection and transfer of Customer Data to justtrack. In particular, the Customer shall ensure that all notices are given and all consents of End Users are obtained that are required under applicable data protection law for the processing of End User data through the Service, including for any data sharing with advertising networks configured or enabled by the Customer.

11.4 As part of the sign-up/subscription checkout, the Customer confirms that it has implemented a consent mechanism in its Apps that covers the processing of End User data through the Service as configured by the Customer.

11.5 justtrack may create and use aggregated or de-identified data derived from the use of the Service for the purposes of operating, securing, benchmarking and improving the Service, provided that such data does not identify the Customer, its Apps or any natural person and cannot reasonably be re-identified.

## **12. Confidentiality; Publicity**

12.1 Each Party shall treat as confidential all information of the other Party that is designated as confidential or is by its nature to be regarded as confidential, shall use it only for the performance of the Agreement and shall protect it with the care it applies to its own confidential information, at least with reasonable care. Statutory disclosure obligations remain unaffected; where legally permissible, the disclosing Party shall be informed in advance.

12.2 The obligations under Clause 12.1 do not apply to information that is or becomes publicly available without breach of the Agreement, was already lawfully known to the receiving Party, or was independently developed without use of the confidential information. The obligations survive termination of the Agreement for three (3) years.

12.3 justtrack may identify the Customer as a customer, using the Customer's name and logo in customer lists on its website and in sales materials. The Customer may object at any time in text form; justtrack will then remove the reference within ten (10) business days.

## **13. Intellectual Property**

13.1 justtrack and its licensors retain all rights, title and interest in and to the Service, the SDK, the Documentation, and all improvements and modifications thereto, including all intellectual property rights. No rights are granted other than those expressly set out in the Agreement.

13.2 If the Customer provides feedback or suggestions regarding the Service, justtrack may use them without restriction or compensation; the Customer is not obliged to provide feedback.

## **14. Availability; Maintenance; Support**

14.1 justtrack provides the Service with an average monthly availability of [98.5]% at the interface between justtrack's hosting environment and the internet. Excluded from the calculation are planned maintenance windows announced in advance, as well as downtime caused by factors outside justtrack's reasonable control (including failures of public internet infrastructure or of the Customer's systems).

14.2 justtrack performs maintenance, where reasonably possible, outside usual business hours (CET/CEST) and announces planned maintenance in good time.

14.3 Support is provided via [email/in-app support] during justtrack's business hours. Response times and any premium support offerings are described on the Pricing Page.

## **15. Warranty**

15.1 justtrack provides the Service in accordance with the statutory warranty provisions applicable to rental-type contracts, subject to the following: strict liability for defects existing at the time of conclusion of the Agreement pursuant to Section 536a (1) BGB is excluded; justtrack is liable for such initial defects only in the event of fault.

15.2 The Customer shall notify justtrack of defects without undue delay and provide reasonable assistance in analyzing them. Reports, analytics and insights generated by the Service are based on the data made available to the Service and on probabilistic attribution methods; they do not constitute a guarantee of accuracy for individual data points and do not replace the Customer's own commercial judgment.

## 16. Liability

16.1 justtrack is liable without limitation for damage caused intentionally or by gross negligence, for injury to life, body or health, under the German Product Liability Act, in case of fraudulent concealment of a defect and to the extent of any guarantee assumed.

16.2 In cases of slight negligence, justtrack is liable only for breach of a material contractual obligation, i.e. an obligation whose fulfilment is a prerequisite for the proper performance of the Agreement and on whose fulfilment the Customer regularly relies and may rely (Kardinalpflicht). In such cases, liability is limited to the damage that is typical for this type of contract and foreseeable at the time of conclusion of the Agreement.

16.3 Subject to Clauses 16.1 and 16.2, justtrack's total liability under the Agreement per contract year is limited to the total fees paid or payable by the Customer for the Service in the twelve (12) months preceding the event giving rise to the claim.

16.4 Liability for loss of data is limited to the typical recovery effort that would have been incurred had the Customer made regular backups appropriate to the risk, without prejudice to justtrack's obligations under the DPA.

16.5 The above limitations also apply in favour of justtrack's legal representatives, employees and agents.

## 17. Indemnification by the Customer

17.1 The Customer shall indemnify justtrack against all claims of third parties, including End Users and data protection supervisory authorities, arising from (i) the Customer's breach of Clause 11 (in particular missing or insufficient End User consents or notices), (ii) the unlawful content or operation of the Customer's Apps, or (iii) use of the Service in breach of the Agreement or applicable law, unless the Customer is not responsible for the breach. justtrack shall inform the Customer without undue delay of any such claim and shall not acknowledge any claim without the Customer's consent, which shall not be unreasonably withheld.

## 18. Term; Termination; Effects of Termination

18.1 The Agreement enters into force upon Account creation and runs for an indefinite period. The respective Subscription Plan runs for the Subscription Term pursuant to Clause 6.

18.2 If the Customer has no active Subscription Plan (e.g. after expiry of the Free Trial without subscription), either Party may terminate the Agreement at any time without notice period.

18.3 The right of both Parties to terminate the Agreement for cause remains unaffected. Cause exists for justtrack in particular if the Customer (i) is in default with a not insignificant part of the fees despite reminder, (ii) materially breaches Clauses 10 or 11 and fails to cure within a reasonable period after notice, or (iii) becomes insolvent or ceases business operations.

18.4 justtrack may suspend access to the Service with immediate effect if there are concrete indications that continued access would harm the Service, other customers or third parties, would expose justtrack to legal liability, or involves tampering with technical protections. justtrack will inform the Customer of the suspension and its reasons without undue delay and lift the suspension once the reason no longer applies. Suspension is chosen over termination where reasonable.

18.5 Upon termination of the Agreement: (i) the Customer's access to the Service ends; (ii) the Customer may export its Customer Data via the export functions of the Service for a period of thirty (30) days after the effective date of termination; and (iii) after expiry of the export period, justtrack deletes the Customer Data in accordance with the DPA, subject to statutory retention obligations and routine backup deletion cycles as described in the DPA.

## 19. Changes to these Terms

19.1 justtrack may amend these Terms with effect for the future (i) where the amendment is required due to changes in law, case law or regulatory practice, (ii) where new features or services are introduced, to the extent the amendment only concerns such new features, or (iii) where the amendment is otherwise reasonable for the Customer, taking into account the interests of both Parties, and does not affect the main contractual obligations (in particular the scope of the Service owed and the fees for the current Subscription Term).

19.2 justtrack will notify the Customer of amendments under Clause 19.1 in text form (e.g. email to the Account address) at least six (6) weeks before they take effect, highlighting the changes. If the Customer does not object in text form before the effective date, the amendments are deemed accepted, provided justtrack has specifically pointed out this consequence, the objection right and the objection period in the notification. If the Customer objects, justtrack may terminate the Agreement with effect from the end of the current Subscription Term.

19.3 Changes to Subscription Plans, fees and Fair Usage Thresholds take effect for the Customer only from the beginning of the next Subscription Term. justtrack will notify the Customer of such changes at least six (6) weeks before the start of the next Subscription Term; the Customer may terminate the Subscription Plan with effect from the end of the current Subscription Term if it does not wish to continue at the changed conditions.

## 20. Governing Law; Venue

20.1 The Agreement is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and conflict-of-law rules.

20.2 Exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement is Hamburg, Germany, provided the Customer is a merchant, a legal entity under public law or a special fund under public law. justtrack may also sue the Customer at its general place of jurisdiction.

## **21. Final Provisions**

21.1 Neither Party may assign the Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld; justtrack may, however, assign the Agreement to an affiliate or in connection with a merger, reorganization or sale of all or substantially all of its assets, and will notify the Customer of such assignment.

21.2 The Agreement, including the documents listed in Clause 3.3, constitutes the entire agreement between the Parties regarding its subject matter. Amendments and side agreements must be made at least in text form; this also applies to any waiver of this requirement, subject to Clause 19.

21.3 Notices under the Agreement may be given in text form to the email address linked to the Account (for the Customer) or to [legal@applike-group.com](mailto:legal@applike-group.com) (for justtrack).

21.4 Should individual provisions of these Terms be or become invalid, the validity of the remaining provisions remains unaffected.

21.5 These Terms are drawn up in English.