

Fair Use Policy

Article 1: Applicability

1.1 This Mopinion Fair Use Policy (“FUP”) applies to the use of any product, service, website and/or any other facility provided by Mopinion, whether it is provided directly or indirectly through another party to you. This FUP protects the interests of all of Mopinion’s clients and their (end) customers, as well as Mopinion’s goodwill and reputation. By using our facilities, you agree to comply with the provisions of this FUP.

1.2 Fair use includes the responsible use of all facilities. Unusually high data which is outside the norm is unfair and can lead to measures as in article 3.2. of this FUP.

Article 2: Restrictions

2.1 For optimal performance levels and user experiences of our website and apps, users have to comply with the “default system restrictions”.

2.2 In the system of Mopinion hard and soft restrictions can be made:

- Hard restrictions: Each user has to comply with these restrictions, regardless of the type of package.
- Soft restrictions: These restrictions are dependent on the type of package. Soft restrictions can be adapted by the needs of users and/or by upgrading the package.

2.3 Mopinion reserves the right, by comparing the data use of clients, to ascertain, in its own judgement, if the usage of data is outside the norm and/or is noncompliant with the restrictions as mentioned in article 2.2.

2.4 Non-compliance to these restrictions can lead to measures as in article 3.2. of this Fair Use Policy.

Article 3: Measures

3.1 It is forbidden to use services, products, websites or any other offered facility in such a way that:

- a) there is no fair use;
- b) damage may occur in the systems and/or services of Mopinion and/or third parties;
- c) disruptions in use in the systems and/or services of the Mopinion and/or third parties may occur.

3.2 Non-compliance to this Fair Use Policy reserves Mopinion the right, in its own judgment, to:

- decommission the use of the service, products, websites and/or the other facilities offered;
- move user to a different package, which is more suitable for the usage;
- charge additional costs on the base of fair use;
- determine the contract.

3.3 Mopinion will never be liable for damage of whatever nature suffered by the user and/or third parties as a result of the measures taken on the basis of this article and/or on behalf of Mopinion. The obligations to pay the agreed amounts remain fully applicable during the measures taken by and/or on behalf of Mopinion under this article.

This Fair Use Policy is subject to change and updated regularly.

