

Starjump Terms and Conditions

Starjump (legally registered as Synaptic Sales)

These Terms and Conditions govern the provision of services by Starjump. By engaging our services, the client agrees to the terms outlined below.

1. Service Agreement

Clients may choose from the following service packages:

- Sous Chef: €89/month (€890 annual) + €300 onboarding fee.
- Head Chef: €189/month (or €1,890 annual - no fee) + €300 onboarding fee.
- Executive Chef: Pay per 0.1-star increase + €499 deposit. Performance-based. Deposit refunded after agreed upon result is achieved
- **Budget Plan: €40/month**

Review Tiers for Head Chef Pricing:

- Tier 1: <100 reviews = €625
- Tier 2: 100–300 reviews = €750
- Tier 3: 300–500 reviews = €1,000
- Tier 4: 500+ reviews = €1,250

The selected package and review tier (if applicable) must be clearly indicated and agreed upon in the signed service agreement or digital contract.

2. Payment Terms

- **Sous Chef:** Onboarding fee due immediately after signing. Monthly/annual payment due within 5 business days. And then every 21st of every calendar month.
- **Head Chef:** Onboarding fee due immediately after signing. Monthly payments collected on the 21st of each month. Annual payments due within 5 business days of signing and then automatically renewed after 1 calendar year.
- **Executive Chef:** €500 deposit due immediately after signing. Invoices issued per 0.1-star increase, charged by tier. Payment due within 2 working days. Deposit returned upon completion of agreed result.
- **Budget Plan:** Monthly payments collected on the 21st of each month. Cancel anytime.

VAT reverse-charged under Article 44 of EU VAT Directive 2006/112/EC.

Failure to pay on time may result in services being paused or the agreement cancelled at Starjump's discretion.

3. Deposit

A refundable deposit of €500 is required for the Executive Chef package.

- **Refund Conditions:** The deposit is refunded once the client has achieved a 0.4-star increase in their Google rating, provided all invoices are paid in full and on time.
 - **Non-Refund Conditions:** Early termination, failure to meet payment obligations, or client breach of contract may result in forfeiture of the deposit.
 - **Discretion:** Any decision on deposit refund rests solely with Starjump, based on the above conditions. This deposit is to incentivize the client until the result is achieved.
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4. Term and Termination

This agreement remains in effect until completion of the selected package or until terminated by either party.

- **By Either Party:** Either party may terminate with 30 days' written notice via email to the contact address in §20. Termination becomes effective 30 days after confirmed receipt.
- **By Starjump (Immediate):** Starjump may terminate immediately if the client (i) fails to pay on time, (ii) misuses provided services, or (iii) breaches these Terms.
- **Effect of Termination:** Outstanding fees remain payable up to the termination date. Deposits may be forfeited if termination results from client breach or late payment.

5. Acceptable Use

Clients agree to use all platforms, systems, and services provided by Starjump responsibly. Misuse includes, but is not limited to:

- **unlawful, fraudulent, or harmful activity;**
- **attempting to manipulate review platforms in ways that violate their terms of service;**
- **reselling Starjump's services or materials without permission.**

Starjump may suspend or terminate services immediately if misuse occurs, with no obligation to refund fees or deposits.

6. GDPR & Data Privacy

Starjump complies with the EU General Data Protection Regulation (GDPR).

- **Use of Data:** Any personal data collected is used solely to deliver services. It will never be sold to third parties.
- **Client Responsibility:** The client remains responsible for ensuring that customer data shared with Starjump (e.g., email lists, booking data) has been lawfully collected and may be used for review campaigns.

- **Data Security:** Starjump implements reasonable security measures but cannot guarantee against all risks inherent to online data transfer.
 - **Third-Party Outages:** Starjump is not liable for disruptions or suspensions caused by third-party platforms (e.g., Google, TripAdvisor).
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7. Third-Party Services Disclaimer

Starjump does not guarantee outcomes based on the policies or algorithmic changes of third-party review platforms such as Google, TripAdvisor, etc. The client understands these are beyond Starjump's control.

8. Performance Disclaimer

Starjump does not guarantee a specific review score outcome. Services are performed based on best practices, ethical standards, and the scope outlined in the selected service plan.

9. Client Cooperation

The client acknowledges that the success of services depends on timely cooperation. This includes providing accurate information, timely approvals, and following Starjump's reasonable instructions (e.g., encouraging customers to leave reviews). Starjump is not responsible for delays or lack of results caused by the client's failure to cooperate.

10. Review Manipulation Disclaimer

Starjump strictly follows ethical practices and does not create or purchase fake reviews. All campaigns are designed to encourage genuine customer feedback only. The client agrees not to request Starjump to engage in fraudulent review activity.

11. Non-Solicitation

The client agrees not to solicit or attempt to hire any employees or contractors of Starjump for a period of 12 months following the conclusion of this agreement.

12. Limitation of Liability

Starjump shall not be held liable for any indirect, incidental, or consequential damages, including but not limited to lost revenue, lost customers, or business interruption, unless caused by willful misconduct or gross negligence.

In all cases, Starjump's total liability under this agreement shall be limited to the total fees paid by the client in the twelve (12) months immediately preceding the event giving rise to the claim.

13. Force Majeure

Starjump shall not be liable for delays or inability to perform resulting from events beyond its reasonable control, including but not limited to changes in third-party algorithms, natural disasters, internet outages, government restrictions, or labor strikes.

14. Intellectual Property

All materials, strategies, templates, and tools provided by Starjump remain the intellectual property of Starjump. Clients are granted a non-transferable, non-exclusive license to use these materials during the term of this agreement. Reuse or resale without permission is prohibited.

15. Confidentiality

Both parties agree to maintain confidentiality regarding all proprietary information, strategies, and communications related to the services provided. This obligation continues even after termination of this agreement.

16. Entire Agreement

This document constitutes the entire agreement between the client and Starjump and supersedes all prior verbal or written communications.

17. Acknowledgment of Legal Counsel Opportunity

Each party acknowledges they have had the opportunity to review this agreement and consult with legal counsel before accepting its terms.

18. Governing Law

This agreement is governed by the laws of the Netherlands. Any disputes arising from this agreement shall be resolved under Dutch jurisdiction.

19. Third-Party Platform Access & Security Disclaimer

By providing login credentials for third-party platforms such as Google Business Profile, EasyTable, or reservation systems, the client authorizes Starjump to access and manage these platforms solely to deliver the agreed services.

The client acknowledges and agrees that:

- 1. Mandatory Sub-Accounts – Wherever possible, the client must provide role-based or delegated access (e.g., “manager” or “admin” accounts) instead of master login credentials.**
- 2. Client Responsibility – The client remains fully responsible for the security, integrity, and management of all login credentials. This includes use of strong passwords, two-factor authentication, and revoking access when necessary.**
- 3. Liability Exclusion – Starjump shall not be held liable for any unauthorized access, hacking, data loss, downtime, or damage caused by external cyberattacks, phishing, or malware that originate outside of Starjump’s control.**
- 4. Care Standards – Starjump will exercise reasonable care when handling any provided credentials, but ultimate risk remains with the client if they choose to share direct logins.**
- 5. Indemnification – The client agrees to indemnify and hold Starjump harmless against any claims, damages, or losses resulting from breaches, misuse, or**

compromises of platforms caused by login sharing, except where caused by Starjump's proven gross negligence.

20. Contact Information

Starjump / Synaptic Sales

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