

Terms of use Digital Signage Service

The service “Digital Signage” is offered over the internet in the form of Software-as-a-Service by the company eValue8 B.V.. The use of Digital Signage is subject to the below terms and conditions. Using Digital Signage constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by eValue8 B.V..

Article 1. Use of the service

1.1. The Digital Signage service allows you to publish a profile for yourself, participate in online discussions and get in contact with other users. eValue8 B.V. does not actively assist in doing so but does moderate to ensure the service is used legally and appropriately.

1.2. To use the Digital Signage service, you first need to register. After completing registration, you can directly log into your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must choose a password carefully and keep the password strictly confidential. eValue8 B.V. may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified eValue8 B.V. that someone else knows your password. Our employees do not have access to your password. In case you forgot your password or in case you suspect misuse, you can change your password via the management environment (CMS).

1.4. The Digital Signage service processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of eValue8 B.V. for more information.

1.5. To provide support, resolve malfunctions, perform maintenance or test functionality, (support) employees of eValue8 must gain access to your management environment and your players. By using the service you give permission for this. Your data will be treated as confidential at all times.

Article 2. Terms of use

2.1. It is not permitted to use The Digital Signage service for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.

2.2. In particular it is not permitted to create profiles on The Digital Signage service under the names of other people or to pretend to be another person, or a moderator/maintainer of The Digital Signage service.

2.3. In addition, on The Digital Signage service it is forbidden to

- use indecent language;
- upload or publish information that is illegal;
- upload or publish information in violation of copyright or refer to such information;
- upload or publish information that is secret or confidential without the express permission of owners/controllers;
- upload or publish information that is very privacy-sensitive or contains special personal data without the explicit consent of those involved;
- assist others in violating third-party rights, for example by linking to hacking tools or tutorials for committing computer crime that are clearly written to carry out criminal acts (and not to defend against them);
- violate the privacy of third party, for example by distributing their personal data without permission or clear need or the repeated harassment of third parties with unwanted communications;

and to do anything that violates applicable netiquette.

2.4. Should eValue8 B.V. discover that you violate any of the above, or receive a complaint alleging the same, then eValue8 B.V. may intervene to end the violation.

2.5. If eValue8 has reasonable grounds to believe that the customer is utilizing the Digital signage Services for any such illegal or disruptive purpose eValue8 may suspend the Services immediately with or without notice to the customer. eValue8 may terminate the agreement if Customer in fact fails to adhere to the foregoing acceptable use standards.

2.6. If in the opinion of eValue8 B.V. the continued functioning of the computer systems or network of eValue8 B.V. or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of data by uploading or downloading of content, leaks of personal data or virus activity, eValue8 B.V. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.7. eValue8 B.V. is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.8. eValue8 B.V. may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless eValue8 B.V. from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

3.1. eValue8 B.V. guarantees availability of the service 99,5% of the time (scheduled maintenance excluded).

3.2. eValue8 B.V. actively maintains The Digital Signage service. In case maintenance is reasonably expected to negatively impact availability, eValue8 B.V. carry out such maintenance at night (between 23.00 and 07.00 CET) or at times when use of the service is relatively low according to our statistics. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.

3.3. eValue8 B.V. may from time to time adapt The Digital Signage service. Your feedback and suggestions are welcome but ultimately eValue8 B.V. decides which adaptations to carry out (or not).

Article 4. Intellectual property

4.1. The Digital Signage service, the accompanying software as well as all information and images on the website is the intellectual property of eValue8 B.V.. None of these items may be copied or used without prior written permission of eValue8 B.V., except and to the extent permitted by mandatory law.

4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). You are responsible for this information. eValue8 B.V. receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.

4.3. If you send information to eValue8 B.V., for example a bug report or suggestion for improvement, you grant eValue8 B.V. a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.4. eValue8 B.V. shall refrain from accessing data you store or transfer using The Digital Signage service, unless this is necessary for a good provision of the service or eValue8 B.V. is forced to do so by law or order of competent authority. In these cases eValue8 B.V. shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

5.1. The use of The Digital Signage service is paid for by subscriptions or by credits. Subscriptions and/or credits must be purchased in advance.

5.2. For every content item in your playlist which is being displayed and for which you don't have a subscription you spend credits based on the source and length of the item. The costs of content in credits is indicated in the Media Library. Credits must be purchased in advance.

amount of storage actually used by you, based on the number of records you store, for each message you send, for each megabyte of data transmitted, misc, as documented further on the website.

5.3. Payment of subscriptions is possible through creditcard, direct debit order or by making a wire transfer to the account of eValue8 B.V.

5.4. If you buy a subscription via our webshop, the first term needs to be paid immediately by iDeal online payment, by creditcard, by PayPal money transfer or as explained further on the website.

5.5. Credits can be ordered via our webshop. Payment can be made by iDeal online payment, via creditcard, via PayPal, or as explained further on the website.

5.6. Because the service is started directly at your express request, a payment cannot be refunded.

5.6. Credits are not refunded. eValue8 B.V. is entitled to cancel the validity of credits purchased more than a year ago.

Article 6. Limitation of liability

6.1. Except in case of intentional misconduct or gross negligence the liability of eValue8 B.V. shall be limited to the amount of credits spent by you, or the amount paid for your subscription, in the three months prior to the moment the cause of the damage occurred.

6.2. eValue8 B.V. in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

6.3. Damages may only be claimed if reported in writing to eValue8 B.V. at most two months after discovery.

6.4. In case of force majeure eValue8 B.V. is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2. All business subscriptions will automatically renew for additional terms of the same period as the initial term of the subscription. Business users can give notice of cancellation at least 3 months prior to the expiration of the original term or any renewal thereof. In case of untimely cancellation, the cancellation will be converted to a cancellation by the first possible date.

7.3. Services will be temporarily terminated if payments for active subscriptions are not received within the terms, after a seven days' notice via email.

7.3. Your account will automatically be deleted if:

- if you have not used the service at all in the last 3 months
- and if you have not purchased credits the last 12 months
- and if you don't have an active subscription

In such an event eValue8 B.V. shall first send a reminder mail to the e-mail address connected to your account.

7.4. Upon request and payment of an additional fee eValue8 B.V. may provide you with a copy of the data stored using the service. Contact us for options and costs.

Article 8. Changes to terms

8.1. eValue8 B.V. may change or add to these terms and conditions as well as any prices at any time.

8.2. eValue8 B.V. shall announce through the service changes or additions at least thirty days before their taking effect. Price changes shall not apply to already-purchased credits.

8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of The Digital Signage service after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with The Digital Signage service shall be brought before the competent Dutch court for the principal place of business of eValue8 B.V..

9.3. For any clause in these terms and conditions that demand that a statement must be done “in writing” to be legally valid, a statement by e-mail or communication through the The Digital Signage service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by eValue8 B.V. shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. eValue8 B.V. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of The Digital Signage service or the associated business activities.