

## **Terms and conditions for Open Display**

The service "Open Display" is offered over the internet in the form of Software-as-a-Service by the company Open Display B.V. located in Amsterdam, the Netherlands. The use of Open Display is subject to the below terms and conditions. Using Open Display constitutes acceptance of these terms and conditions.

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

### **Article 1. Use of the service**

1.1 The service Open Display is offered for the purpose of managing display systems within your company, using the dashboard, content management tools and other features as provided by Open Display. You choose yourself how to employ these features and for which specific purposes. The accompanying Open Display service is offered for the purpose of displaying certain content available through the service on these display systems.

1.2 To use Open Display, you first need to register. After completing registration, Open Display B.V. will verify your account by email activation.

1.3 Upon approval you will be allowed access to the services and upload and manage data, in particular data to be displayed on the display systems. You can create accounts for other users under your supervision.

1.4 You must secure access to all accounts against third parties. In particular you must keep the passwords strictly confidential. Open Display B.V. may assume that all actions undertaken from any of your accounts is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Open Display B.V. that someone else knows your password.

### **Article 2. Terms of use**

2.1 It is solely your choice which content you upload to the service, and which content you have the service display such content on the display systems. It is not permitted to use the service for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or displaying of data using the service that is slanderous, libelous or racist.

2.2 It is not permitted to use the service in a manner that causes a nuisance or hindrance for other users. This includes (among others) the use of personal scripts or programs for up- or downloading large amounts of data or the excessively often accessing the service.

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

2.4 If in the opinion of Open Display B.V. the continued functioning of the computer systems or network of Open Display B.V. or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Open Display B.V. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.5 Open Display B.V. is at all times entitled to file a criminal complaint for any offenses committed through or using the service. In addition Open Display B.V. is entitled to supply your name, address, IP-address and other identifying data to a third party alleging that you violate its rights or these terms and conditions, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third party has an evident interest in obtaining this information.

2.6 Open Display 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 Open Display B.V. from all third-party claims arising out of your violation of these terms of use.

### **Article 3. Availability and maintenance**

3.1 Open Display B.V. uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability.

3.2 Open Display B.V. actively maintains Open Display. In case maintenance is reasonably expected to negatively impact availability, Open Display B.V. shall carry out such maintenance at times when use of the service is relatively low. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.

3.3 Open Display B.V. may from time to time adapt Open Display services. Your feedback and suggestions are welcome but ultimately Open Display B.V. decides which adaptations to carry out (or not). Open Display B.V. shall announce planned adaptations at least thirty days in advance.

## **Article 4. Hardware and configuration**

4.1 At your request Open Display B.V. can supply display systems and/or other hardware for use in the service, and/or provide installation and configuration services. The fees for such supply or services shall be quoted in advance.

4.2 Ownership of hardware supplied by Open Display B.V. remains with Open Display B.V. until all invoices for such hardware have been paid in full.

4.3 In case of physical defects your sole remedy is to claim repair or replacement directly with the manufacturer. Open Display B.V. shall inform you about manufacturer warranties and use its best efforts to help you make your claim, but is not responsible for the manner in which the manufacturer carries out its warranty obligations (if any).

4.4 Installation and configuration can be refused if hardware not supplied by Open Display B.V. does not meet the minimum requirements set by Open Display B.V.

## **Article 5. Intellectual property and licenses**

5.1 The service Open Display and other software is the intellectual property of the author of the software. None of these items may be copied or used except as provided in this agreement or with prior written permission of the author of the software.

5.2 Information you store or process using the service is and remains your intellectual property (or the property of your suppliers or licensors).

5.3 If you send information to Open Display B.V., for example a bug report or suggestion for improvement, you grant Open Display 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.

## **Article 6. Compensation for the service**

6.1 The use of the service is subject to a fee which is due every month.

6.2 Payment is possible through payment gateway to the account of Open Display B.V., or as agreed separately.

6.3 Costs for other work is billed to you on the basis of hours spent, applying the standard hourly fee charged by Open Display B.V.. Costs are invoiced monthly and must be paid within 14 days.

6.4 In case a payment is not received in time, you are in default automatically and will owe legal interest over the outstanding balance, payable on a monthly basis. Furthermore, you must pay any costs, fees and expenses incurred in connection with the collection of the debt, as provided in Dutch law.

6.5 In case a payment is not received in time, Open Display B.V. may gradually limit access to the service for you, your users and viewers/end-users of the display systems. Steps may include: making account access read-only, disabling the ability to modify data displayed on the display systems, limiting the amount of data to be displayed on the display systems, displaying a message on behalf of Open Display B.V. on the display systems and preventing any data from being displayed on the display systems.

## **Article 7. Limitation of liability**

7.1 Except in case of intentional misconduct or gross negligence the liability of Open Display B.V. shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.

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

7.3 Damages may only be claimed if reported in writing to Open Display B.V. at most two months after discovery.

7.4 In case of force majeure Open Display 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 8. Term and termination**

8.1 This agreement enters into force as soon as you first use the service and then remains in force for a year, unless another contract term is agreed upon.

8.2 After this period the agreement is silently renewed with successive terms of the same period. Either party can terminate the agreement by the end of the term indicated in the previous clause with a notice period of two months.

8.3 Either party may further terminate this agreement if the other party blamefully fails to comply with the material obligations under the agreement, but only after the party that failed to comply has not remedied the failure within a reasonable time period after having received a written notice of default that is adequate and as detailed as possible.

8.4 Either party may immediately terminate the Agreement by written notice to the other party, without the requirement for notice of default or intervention of the courts, in the event of the following: if the other party has been granted suspension of payments, whether provisionally or not; if a petition for bankruptcy has been filed with respect to the other party; if the other party files for bankruptcy itself; or if the other party's enterprise is dissolved or terminated, except for the purpose of a merger with or absorption by another company.

8.5 Upon termination Open Display B.V. is entitled to delete all content stored through the service in your account. Open Display B.V. is under no obligation to provide you with a copy of such content.

## **Article 9. Changes to terms**

9.1 Open Display B.V. may change or add to these terms and conditions as well as any prices once every calendar year.

9.2 Open Display B.V. shall announce through the service changes or additions at least thirty days before their taking effect.

9.3 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 service after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions or prices.

## **Article 10. Miscellaneous provisions**

10.1 Dutch law applies to this agreement.

10.2 Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Open Display shall be brought before the competent Dutch court for the principal place of business of Open Display B.V.

10.3 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 Open Display 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.

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

10.5 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.

10.6 Open Display B.V. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Open Display or the associated business activities.