

# TERMS OF USE

OF THE SOFTWARE



# NETSIGN.TV SOFTWARE

## TERMS OF USE

**Netsign.tv is a web-based digital signage software that allows its users to create, manage and broadcast contents on many types of monitors, LED panels, mobile devices, Samsung's QBR and QMR smart screens (under Tizen), IP TV networks, and more. The Netsign.tv service is offered as an annual subscription, according to the chosen service plan.**

The Netsign.tv service is offered by Advisia inc., a Canadian company. These Terms of use govern your use of the service. In these Terms of use, « Netsign.tv software service », « the service », « the software », « the software service » or « Netsign.tv » designates the service offered on Netsign.tv's website, including all features and functionalities, the website, user interfaces, as well as all content and software associated with our service.

### 1 - GENERAL

**1.1** Advisia hereby grants Client a limited, non-exclusive, non-transferable user account for its Netsign.tv software service for the period covered by the subscription, conditional on payment.

**1.2** The Netsign.tv software service is offered for content creation, management and broadcasting on screens, LED panels, mobile devices, Samsung's QBR and QMR smart screens (under Tizen), IP TV networks, and more, owned and operated by the Netsign.tv account holder, as part of the Client's normal business activities.

### 2 - CLIENT'S RESPONSABILITIES

**2.1** Client is responsible for using the Netsign.tv software service in accordance with the Terms presented in this document.

**2.2** Client must provide its contact information, full legal name, a valid email address, a phone number and any other information requested by Advisia in order to open an account.

**2.3** Client is responsible for maintaining the security of its account and password. Advisia cannot and will not be liable for any loss or damage from Client's failure to comply with this security obligation.

**2.4** Client is solely responsible for the accuracy, quality, integrity and legality of all content or data posted and all activity that occurs in its account. Client understands that all information, data, text, custom font, software, music, sound, photograph, graphic, video, message, or other material are the sole responsibility of the person or entity who produced or provided them, even if Advisia uploads the content into the Client's Netsign.tv account upon his request.

**2.5** Client may not use the software service for any illegal or unauthorized purpose. Client must not violate any laws in his jurisdiction including, but not limited to, copyright laws. Should content be found or reported to be in violation with, but not limited to, the following Terms, it will be in Advisia's sole discretion as to what action should be taken.

**2.6** Client is responsible for all of his contents. Advisia will not be liable in any way for any content, including, but not limited to, any errors or omissions in any content, any loss or damage of any kind as a result of the use of any content posted, transmitted or otherwise made available via the software service. Client acknowledges that Netsign.tv does not preview content, but that Netsign.tv and its designates shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the software. Without limiting the foregoing, Netsign.tv and its designates shall have the right to remove any content that violates the Terms of use or is otherwise objectionable.

**2.7** Client may not; (i) install the service or use the content in more than one location at a time without Advisia's written consent; (ii) post the content on a network server or Web server for use by the Client or by other users; (iii) display the content in an electronic format that enables it to be downloaded or shared in any peer-to-peer or similar file sharing arrangement.

**2.8** Client may not; (i) upload, post, transmit or otherwise make available any content that is unlawful, hurtful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, hateful, harmful to minors, invasive of others' privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), or racially, ethnically or otherwise objectionable; (ii) impersonate any person or entity, including, but not limited to, an Advisia employee, or falsely state or otherwise misrepresent its affiliation with a person or entity; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the software service; (iv) upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (v) upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, privacy rights or publicity, or other proprietary rights of any party. If any user is reported to be in violation with the letter or spirit of these Terms, Advisia retains the right to terminate Client's subscription and close its account at any time without further warning.

**2.9** Client may not; (i) sell, resell, rent, or lease the Netsign.tv software service; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the software service; (iii) remove any proprietary notices or labels on the software service; (iv) license the software service; (v) use the software service to store or transmit infringing, libellous or unlawful material or to store or transmit material in violation of third party privacy rights; (vi) use the software service to store or transmit malicious code; (vii) interfere with or disrupt the integrity or performance of the software service.

**2.10** One (1) Netsign.tv software service subscription is intended for access by one (1) Client at one (1) location. No Client is authorized to; (i) share its individual subscriber access with individuals operating outside of its immediate organization; (ii) share its individual subscriber access with external service providers for the purpose of remote content creation or display management. Client may upload content from an external service provider as long as it respects the laws in his jurisdiction.

**2.11** If the bandwidth usage of any Client significantly exceeds the average bandwidth usage as determined solely by Netsign.tv) of other clients, Advisia reserves the right to immediately disable or limit the account.

**2.12** The Netsign.tv software service may not be resold, delivered or bundled without having a signed agreement or written consent from Advisia. Otherwise, retail sales and delivery of the Netsign.tv software service are managed directly by Advisia.

### **3 - CLIENT'S DATA**

**3.1** Advisia agrees that the data and information uploaded by Client (or Client's authorized users) that is stored or processed via the software service (the "Client data") shall be treated as confidential pursuant to Section 9 by Advisia and shall remain Client's sole property. Client is solely responsible for maintaining and protecting backups of all data directly or indirectly processed using the software service and agrees that Advisia is not responsible for the failure to store, the loss, or the corruption of Client's data.

**3.2** Client agrees that Advisia and its affiliated entities will collect and track technical and related information about Client and Client's use of the software service, including Client's internet protocol address, the hardware and software that Client utilizes, and various usage statistics to assist with the necessary operation and function of the software service and for internal purposes only, including, without limitation, provision of updates, support, invoicing, marketing by Advisia, its affiliated entities, or its agents, and research and development.

**3.3** In the event that Advisia is required or ordered to disclose Client's data to a third party pursuant to judicial order or other compulsion of law, if legally permitted, Advisia shall take all commercially reasonable steps to provide the Client with prompt notice of any relevant order or basis for disclosure so as to allow Client to take whatever steps it can to object to such compulsory disclosure if Client chooses so.

### **4 - FEES, PAYMENTS & REFUNDS**

**4.1** The fees for the Netsign.tv software service are generally based on; (i) the number of broadcast location(s) using the service, and; (ii) the type of subscription chosen (LITE or PRO). Other parameters may also influence pricing.

**4.2** The service is billed annually (1 invoice per year), based on a monthly rate, and is non-refundable.

**4.3** Client will be billed directly by Advisia or an authorized partner of Advisia. The applicable fee is payable annually before the beginning of each service term. An invoice will be sent by email and is payable on reception. Payment can be made by check, bank transfer or credit card (certain conditions apply).

**4.4** A pre-authorized payment agreement between Client and Advisia is available, so that payment for the software service fee is automatically made by credit card each year at the renewal date.

**4.5** All prices are quoted in CAD, unless otherwise explicitly stated.

**4.6** There will be no refunds or credits for partial periods of service, or refunds for unused service with an open account. In order to treat everyone equally, no exceptions will be made.

**4.7** All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties.

**4.8** If Client fails to pay in accordance with the payment terms, Advisia shall be entitled, at its sole discretion, to; (i) suspend the software service temporarily until Client fulfills its pending obligations; (ii) terminate the service.

## **5 - CHANGES TO SERVICE PLAN**

Client may change his Netsign.tv service plan at any time during his subscription period, by upgrading or downgrading his plan and options. The change in service plan will take effect immediately. After an upgrade in service plan, Client will be billed immediately for the additional fees due under the upgraded service plan, for the remaining time of the applicable one (1) year subscription. With regards to a downgraded service plan, Client will be credited for all downgraded services on the next renewal subscription invoice.

## **6 - SERVICE AND PRICE MODIFICATIONS**

**6.1** Advisia reserves the right to modify or discontinue, temporarily or permanently, at any time, the service (or any part thereof) with or without notice.

**6.2** Prices of all services, including, but not limited to, software service monthly fees, are subject to change without notice from Advisia.

**6.3** Advisia shall not be liable to Client or any third party for any modification, price change, suspension or discontinuance of the service.

## **7 - TECHNICAL SUPPORT POLICY**

**7.1** Advisia offers free customer assistance to its clients, during normal operating hours (8:30 am to 5:00 pm Monday to Friday), in regards to the Netsign.tv software service. Client's training, education, and special requests are subject to additional fees.

**7.2** Technical support fees will be billed to Client for problems not related to the Netsign.tv software service. Such problems include, without limitation to, a defective or non-compliant router, a nonfunctional, overloaded or misconfigured Internet connection, defective equipment or wiring sold by third parties, problems on Client's internal network or any other situations over which Advisia has no control.

## **8 - TERM, CANCELLATION & TERMINATION**

**TERM.** Unless terminated earlier in accordance with this section, the one (1) year subscription to the Netsign.tv software service will start on the activation date specified in the applicable quote, invoice or any other confirmation document. The Netsign.tv service will be automatically renewed each year at the same date. Subscription periods always start on the 1st of the month. By using the Netsign.tv service, including the trial version of the software, the Client accepts these Terms of use.

**CANCELLATION.** Client is solely responsible for cancelling the service. A written request from the Client with a written confirmation from Advisia is necessary to cancel the service. Client may cancel the service at any time without refund. Upon service cancellation, all content of Client's account is immediately removed from the software service. Reactivation of a cancelled service does not guarantee access to previously created or uploaded content in Client's account.

**TERMINATION.** Advisia may terminate the Netsign.tv software service at any time upon thirty (30) days written notice, or immediately if the Client; (i) becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (ii) infringes or misappropriates Advisia's intellectual property, or breaches the subscription restrictions or confidentiality provision set forth herein. Advisia, in its sole discretion, has the right to suspend or terminate Client's service and refuse all current or future use of the service, or any other services provided by Advisia, for any reason at any time. Such termination of the service will result in the deactivation or deletion of all content associated with it. Advisia reserves the right to refuse service to anyone for any reason at any time. Termination shall not relieve Client of the obligation to pay any fees or other amounts accrued or payable to Advisia through the end of the then-current subscription. Client shall not receive a credit or refund for any fees or payments made prior to termination.

## **9 - CONFIDENTIALITY**

As used in these Terms, "confidential information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects; (i) that the disclosing party identifies as confidential or proprietary or; (ii) linked to the software service. Confidential information may also include confidential or proprietary information disclosed to a disclosing party by a third party. The receiving party will; (i) hold the disclosing party's confidential information in confidence; (ii) restrict disclosure of such confidential information to those of its employees or agents with a need to know such information and who are bound (ex: as a condition to their employment or agency) by obligations respecting the protection of confidential information, which are substantially similar to those of these Terms and which would extend to the disclosing party's confidential information.

The restrictions will not apply to confidential information to the extent it; (i) was in the public domain at the time of disclosure; (ii) became publicly available after disclosure to the receiving party without breach of these Terms; (iii) was lawfully received by the receiving party from a third party without such restrictions; (iv) was known to the receiving party, its employees or agents without such restrictions prior to its receipt from the disclosing party; (v) was independently developed by the receiving party without breach of these Terms; (vi) was generally made available to third parties by the disclosing party without such restriction.

**The parties agree that any material breach will cause irreparable harm and that the injunction of a court of competent jurisdiction will be appropriate to prevent an initial or continuing violation of these Articles in addition to any other remedy that may be available to the concerned party.**

## **10 - INTELLECTUAL PROPERTY**

**10.1** Advisia claims exclusive intellectual property rights on all source code and content available from its software service, video library or any other material available from its website. Any reproduction, license, integration, resale or any other form of distribution, whether online or not, including, without limitation, website templates, video templates or any other use of the source code or content is strictly prohibited.

**10.2** Client may not remove or modify any notice of copyright, trademark or other proprietary right, or any other copyright management information, from any place where it is on or embedded in the content.

**10.3** Advisia claims no intellectual property rights over the material provided by the Client to the software service. All materials uploaded to the account remain the Client's property. However, by

**10.4** The look and feel of the service is copyright ©2013 Advisia Inc. All rights reserved. Client may not duplicate, copy, or reuse any portion of the visual design elements without express written permission from Advisia Inc.

## **11 - PROPRIETARY RIGHTS**

The Netsign.tv software service is offered as a subscription and is not sold in any form. Use herein of the word "purchase" in conjunction with a subscription of the software service shall not imply a transfer of ownership. Except for the limited rights expressly granted by Advisia to Client, Client acknowledges and agrees that, as between Client and Advisia, all rights, titles and interests, including all copyrights, trademarks, patents, trade secrets, intellectual property (including, but not limited to, algorithms and business processes) and other proprietary rights, arising out of or relating to the provision of the software service belong exclusively to Advisia, other than the Client's data.

## **12 - LIMIT OF LIABILITY**

To the maximum extent permitted by applicable law, in no event will Advisia or its affiliated entities have any liability, contingent or otherwise, for any indirect, special, incidental, consequential, punitive, statutory or exemplary damages, including but not limited to, damages for loss of profits, lost or corrupted data, loss of goodwill, work stoppage, equipment failure or malfunction, personal injury, property damage or any other damages or losses (even if the Client has been advised of the possibility thereof) resulting from; (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions concluded through or from the service; (iii) unauthorized access to or alteration of your transmissions of data; (iv) statements or conduct of any third party on the service; (v) any other matter relating to the service.

## **13 - OTHER TERMS**

**13.1** Technical support is only offered to clients who have a Netsign.tv software service subscription.

**13.2** Client understands that Netsign.tv uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the service.

**13.3** Client may not modify, adapt or hack the service or modify another website so as to falsely imply that it is associated with the Netsign.tv software service or any other services provided by Advisia.

**13.4** Client may not reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use the service, or access the service without Advisia's express written permission.

**13.5** Advisia may, but has no obligation to, remove content that is determined, in its sole discretion, to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of use.

**13.6** Verbal, physical, written or other form of abuse of Advisia's customer, employee, or partner will result in immediate account termination.

**13.7** Client understands that the technical processing and transmission of the service, including the content, may be transferred, decrypted and transmitted over various networks, meaning that they can be modified or transformed to comply or adapt to the technical requirements for connecting the equipment to the networks.

**13.8** Client must not upload, post, host, or transmit unsolicited email, SMS, or spam messages.

**13.9** Client must not transmit any worms, viruses or any code of destructive nature.

**13.10** Service interruptions may happen periodically without notice. Advisia will not be responsible for any inconvenience to the Client. The aim is to reduce as much as possible such interventions and take all necessary actions to limit the impact on the service.

**13.11** The failure of Advisia and/or Netsign.tv to exercise or enforce any right or provision of the Terms of use shall not constitute a waiver of such right or provision. The Terms of use constitutes the entire Agreement between the Client and Advisia and govern the Client's use of the service, superseding any prior agreements between the Client and Advisia (including, but not limited to, any prior versions of the Terms of use).

**13.12** All questions regarding the Terms of service should be sent to Advisia by email at the following address: [info@advisia.net](mailto:info@advisia.net).

**13.13** If any provision of these Terms so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from these Terms, and all other provisions shall remain in full force and effect. These Terms shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws applicable in the Province of Quebec, Canada, and the parties submit to the exclusive jurisdiction of the courts of the Province of Quebec.

**13.14** Advisia may assign, delegate and/or otherwise transfer these Terms or its rights and obligations hereunder to any person or entity.

**13.15** The software service is protected by intellectual property laws and other laws of Canada and international laws and treaties, including intellectual property and export laws. Client agrees that it shall use the software service and shall perform all obligations under these Terms in a manner that complies with all applicable laws applicable to Client and its use of the software service and published documentation, including, but not limited to, any and all contractual, statutory, or common law rights and obligations and applicable restrictions concerning intellectual property rights. The software service offered to Client hereunder may be subject to Canada's control laws and regulations and may also be subject to other applicable import and export laws. Client agrees that it shall abide by all applicable export control laws, rules and regulations applicable to its use of the Netsign.tv software service.

**13.16** Advisia makes no warranty of any kind, either expressed or implied, by fact or law, other than its obligation to deliver the service complying with the service specifications. Advisia makes no warranty on service usage. External events, services, products, or activities can affect the service and Advisia shall not be responsible for such damages or interruption of service. Client uses the Netsign.tv software service at his own risk. The service is offered on an «as is» and «as available» basis.

**13.17** Advisia reserves the right to change its Terms of use for its Netsign.tv software, for any reason, without consultation with current clients, effective as of the date of the revision. Service renewals occurring after the effective date of any revision are understood to be under the Terms of the revised Terms of use. The documentation is available on request at all times.