

General conditions of use NeuroDisplay — Professional users

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1. Editor of the Service

NeuroDisplay is published by A2DISPLAY, a simplified joint stock company with capital of 50,000 euros, whose head office is located Hall 17 – Activity Center 4, 1 rue de la Caillardi re, 49070 Beaucouz , France, registered with the Angers RCS under number 824 948 277, SIREN 824 948 277, SIRET 824 948 277 00028, intra-community VAT FR35824948277, hereinafter “A2Display” or the “Publisher”.

Contact is made using the form available on the NeuroDisplay website. Authenticated Users primarily use the Support area.

2. Definitions

- Client: professional or institutional organization having created or subscribed to a NeuroDisplay account;
- User: natural person authorized by the Customer to access the Service;
- Organization: space bringing together the Client's accounts, rights, screens, content, rules and parameters;
- Service: NeuroDisplay platform and its functions;
- Owner, Admin, Editor, Viewer: roles determining authorized actions;
- Screen: virtual or physical broadcast output;
- Player: software or equipment ensuring rendering on a physical screen;
- Content: element intended to be distributed;
- Rule: configuration determining the distribution of Content;
- Composition: Content composed of several elements;
- Provider: data source used by a function or Rule;
- Public URL: address giving access to the published rendering of a screen, without access to administration;
- Magic Media: tools for assisted media creation and generation.

3. Purpose, professional field and acceptance

These General Conditions of Use (“CGU”) govern access and use of NeuroDisplay.

The Service is reserved for people acting in a professional or institutional context. The User declares that he is acting on behalf of an Organization and, when he creates or subscribes to an Organization, that he has the power to bind it.

The use of NeuroDisplay implies express acceptance of the T&Cs in their applicable version. Acceptance is separate from any marketing consent.

4. Creation of the account and accuracy of information

The User provides accurate and up-to-date information. The name of the Organization must not be artificially inferred from the User's first name, last name or email address.

The User must use an email address to which he or she has legitimate access and choose a password that meets the displayed format requirements when it is set. Passwords that meet those requirements are accepted; A2Display may subsequently recommend the use of a unique passphrase.

Creating an account does not grant any rights beyond the assigned role and Plan.

5. Security of identifiers

Accounts are individual. Password sharing is prohibited.

The User protects his or her identifiers, activates available protections and quickly reports any unauthorized access. He must not communicate any password, authentication code, token or secret in Content, a ticket or a message not intended for this purpose.

The User is responsible for actions carried out with his account, unless there is a failure directly attributable to A2Display.

6. Roles, permissions and responsibilities of the Organization

The Owner and Administrators manage the Organization's Users, roles and access.

Permissions visible in the interface do not override server controls. An attempt to circumvent a role or Plan is prohibited.

The Organization is responsible for the legitimacy of the access it grants. It must immediately revoke the accounts of people who are no longer authorized.

A Guest User is not deemed to be able to bind the Organization to a paid subscription, unless explicitly entitled to do so.

7. Authorized use

The User may use NeuroDisplay only for:

- create and administer authorized Screens, Content, Rules and Compositions;
- preview and distribute the Organization's Content;
- use the Providers, Players, touch or real-time functions included in the Plan;
- access Support, documentation and authorized diagnostics;
- integrate a public URL into a compatible Smart TV, browser, CMS or intranet.

The User complies with the safety instructions, documentation and limitations of the Plan.

8. Prohibited uses

In particular, it is prohibited to:

- publish illegal, misleading, hateful, violent, defamatory content or content that infringes the rights of a third party;
- use Content without having the necessary rights;
- introduce malware, malicious script or content that compromises security;
- attempt to access another Organization or an unauthorized role;
- bypass quotas, the FREE watermark, access controls or invoicing;
- use a public URL or CMS integration to access the administration;
- carry out an unauthorized load test, scan, abusive scraping or attempted intrusion;
- resell or make available the Service outside of a Plan or contract allowing it;
- copy, extract, decompile or reconstitute the Service, subject to mandatory rights;
- use a Player for an unauthorized purpose;
- send a command to equipment without authorization;
- use the Service to undermine the security or availability of a third party.

9. Content published by the User

The User and the Client remain responsible for the Content added, integrated or distributed.

They guarantee that they have the necessary rights to the texts, images, videos, music, PDFs, logos, brands, feeds, personal data and web pages concerned.

Before publication, the User checks in particular:

- the target;
- the period and priority;
- readability and resolution;
- usage rights;
- the absence of confidential information not intended for the public;
- the legal obligations specific to the Client.

NeuroDisplay does not automatically guarantee the legal compliance of a display.

10. Technical license necessary for the Service

The Client grants A2Display a non-exclusive and limited license to host, store, convert, cache, generate thumbnails, transmit and display the Content solely in order to provide the Service.

This license terminates when the Contents are deleted and reasonable backup cycles expire, subject to legal obligations.

11. Screens, Rules and Compositions

All diffusion is based on the canonical objects of NeuroDisplay. A Composition is Content that can be used in a Rule.

The User must preview and verify a Rule before publication. He is responsible for the conditions, priorities, targets and periods he configures.

Results depending on a Provider, third-party data or context may vary. A2Display does not guarantee that any third-party data is accurate or permanently available.

12. Public URLs, Smart TVs, CMS and intranets

A public URL allows you to display a published rendering without exposing the administration. It can be accessed by anyone who knows it.

The User is responsible for its distribution, integration and possible revocation. It must not integrate an administration route or transmit a link containing a sensitive token or identifier.

Smart TVs, browsers, CMS and intranets have varying security capabilities and policies. The Publisher does not guarantee that all environments support iframes, full screen, video playback or the same performance.

13. Players and equipment

The installation, registration, association and ordering of a Player must be carried out by an Authorized User.

It is prohibited to send an order to a Player who does not belong to the Organization or without authorization from the owner.

The User checks the compatibility of the network, resolution and equipment. Players can download Content, maintain a cache, receive updates and transmit technical status.

The FREE Plan does not include a physical Player unless expressly stated otherwise.

14. Touch functions, synchronization and real-time console

Touch functions, multi-screen synchronization, real-time console and event actions are only available in compatible Plans or contracts.

The User verifies any action before it is triggered. It must not use live action to distribute illicit, confidential or unverified content.

A FREE demonstration, when it exists, is limited to predefined actions and does not constitute access to the full console.

15. Third-party providers and services

The use of a third-party Provider or service is subject to its own conditions, availability and limitations.

The Publisher may deactivate an integration that presents a security risk, becomes incompatible or is no longer available.

The User must not circumvent the restrictions of a web page, a CMS or a third-party service.

16. Magic Media and AI-generated content

Magic Media tools assist the User but do not replace their control.

The User must reread, verify and validate the results. They may be inaccurate, unsuitable, incomplete or similar to existing items.

A2Display does not guarantee originality or the absence of third party rights. The User remains responsible for any publication.

A generation likely to consume a credit or produce a cost must be triggered explicitly. The User is prohibited from including unnecessary sensitive data in a prompt.

17. Intellectual property of NeuroDisplay

NeuroDisplay, its code, interfaces, rules engine, templates, documentation, logos and components are owned by A2Display or its licensors.

The User only benefits from a right of use limited to the authorized role, Plan, Organization and duration.

Suggestions may be used by A2Display to improve the Service, without obligation to implement or transfer the Client's confidential information.

18. Personal data and confidentiality

The User complies with applicable regulations when importing or disseminating personal data.

You are prohibited from using a public screen to disseminate unnecessary personal data or without a legal basis.

The privacy policy describes the processing carried out by A2Display for its own purposes. When A2Display processes data on behalf of the Client, the applicable DPA governs this processing.

The User protects confidential information accessible within his Organization and only transmits it to authorized persons.

19. Security and incident reporting

The User promptly reports any vulnerability, suspicious access, loss of equipment or unauthorized distribution via the Support channel.

It must not publicly publish a vulnerability before having given A2Display a reasonable period of time to analyze and correct it, without prejudice to applicable legal rights.

He must never transmit a secret or password in a media or a capture intended for the public.

20. Network, consumption and operator fees

The User or Customer provides the necessary equipment and connections.

Consumption varies in particular depending on the number of screens, videos, direct, synchronizations, updates, caches, Players, Smart TV and CMS.

Any estimate is indicative. The Customer must monitor consumption, activate alerts and caps and control roaming.

Subject to mandatory legal provisions, the Publisher is not responsible for plan overruns, roaming charges, suspensions, speed reductions or billing errors attributable to an operator or other third party.

This exclusion does not apply when direct damage results from a proven breach directly attributable to the Publisher.

21. Availability, maintenance and modifications

The Service may be interrupted for maintenance, security, correction or third-party incident.

The Publisher strives to limit interruptions and inform Users when reasonably possible. No availability rate is guaranteed in the absence of an SLA.

The Editor can change the interfaces and functions. Future, beta, or experimental features may be changed or removed.

22. Suspension or closure of an account

A2Display may suspend or close an account if:

- security risk;
- illicit use;
- fraud;
- infringement of the rights of a third party;
- circumvention of rights or quotas;
- serious or repeated breach of the T&Cs;
- at the request of the Customer or a competent authority.

Where possible, the User is informed and can remedy the breach. Immediate suspension is possible in case of emergency.

The Client may withdraw a User's access at any time in accordance with its own procedures.

23. Reporting illegal content or infringement

Anyone can report content or use that they consider illicit using the contact form or Support.

The report must identify the content, screen or Organization concerned and explain the reasons, without communicating unnecessary sensitive data.

A2Display may retain the elements necessary for analysis, take precautionary measures and transmit the information required by law.

24. Liability

The User is responsible for the actions carried out with his account and the Content he publishes.

To the extent permitted by law, A2Display is not liable for indirect damage, operating losses, loss of opportunity, defects in a third-party service or loss of data of which the Customer has not kept a copy.

No exclusion applies when it would deprive the essential obligation of its substance, nor in the event of gross negligence, intentional misconduct, bodily injury or legally non-limitable liability.

The financial rules and ceilings applicable to the Customer appear in the General Terms and Conditions or the specific contract.

25. Modification of the T&Cs

The T&Cs may be modified to take into account legal, technical, functional or security developments.

Substantial modifications are notified before their entry into force and do not apply retroactively. Re-acceptance may be required.

Old versions remain available for consultation.

26. Applicable law and disputes

The T&Cs are governed by French law.

The Parties seek an amicable solution before any action. Disputes between professionals fall under the jurisdiction of the Angers Commercial Court, subject to mandatory rules.

27. Languages

The French version constitutes the reference version. Translations are provided for ease of understanding. In the event of a discrepancy, the French version prevails subject to mandatory rules.

28. Final provisions

The nullity of a clause does not affect the other provisions. Failure to exercise a right does not constitute a waiver.

Titles do not affect interpretation. The provisions relating to security, Content, intellectual property, data and liability survive to the extent necessary.

29. Version and entry into force

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