

General conditions of sale NeuroDisplay — Professional customers

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1. Identification of the service provider

The NeuroDisplay services are published and provided 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 Caillardière, 49070 Beaucouzé, France, registered in the Angers Trade and Companies Register under number 824 948 277, SIREN 824 948 277, SIRET 824 948 277 00028, intra-community VAT number FR35824948277, hereinafter “A2Display” or the “Service Provider”.

Contractual contact is made using the form available on the NeuroDisplay website. Authenticated Customers primarily use the Support area integrated into NeuroDisplay.

2. Definitions

For the purposes hereof:

- Customer: any legal entity or natural person acting exclusively for professional or institutional purposes and having subscribed to or used a NeuroDisplay offer;
- User: any natural person authorized by the Client to access NeuroDisplay;
- Organization: NeuroDisplay logical space bringing together the Client's Users, rights, screens, content, rules and parameters;
- Service or NeuroDisplay: digital display software platform provided in SaaS mode, its interfaces, API, decision engines, creation, distribution, administration and supervision tools;
- Virtual screen: broadcast logic output that can be opened by a compatible public URL;
- Physical screen: display equipment associated, if applicable, with a Player;
- Player: software or equipment ensuring the recovery, rendering and supervision of content on a physical screen;
- Content: text, image, video, web content, composition or other element compatible with NeuroDisplay;
- Rule: configuration determining which Content is distributed, under what conditions, to which targets and according to what priority;
- Composition: Content bringing together several visual or animated elements in the same setting;
- Provider: internal or third-party data source used to contextualize a rule or content;
- Public URL: address allowing access to the published rendering of a virtual screen, without access to the Client's administration;
- Magic Media: set of tools allowing in particular to create, enrich or generate media, with or without the use of an artificial intelligence service;
- Plan: FREE, PRO, PRO+, BUSINESS, AGENCY offer or any specific contractual offer;
- Capacity: quantity of screens, Players, storage, calls, functions or resources included in a Plan;
- DPA: agreement relating to the processing of personal data concluded between A2Display and the Client when A2Display acts as a subcontractor.

3. Purpose and professional scope

These General Conditions of Sale ("CGV") define the conditions under which A2Display provides NeuroDisplay to the Customer.

NeuroDisplay is intended for companies, communities, establishments, associations, clubs, agencies, integrators and other organizations acting within the framework of their professional or institutional activity. The Customer declares not to subscribe for personal, family or domestic use.

The person who accepts the General Terms and Conditions declares that they have the necessary authority to bind the Customer. A2Display may request any reasonable proof of this authority.

4. Contractual documents and order of priority

The contract includes, in descending order of priority:

1. the special conditions or the contract signed between the Parties;
2. the accepted quote or purchase order;
3. the applicable DPA;
4. these General Terms and Conditions;
5. the General Conditions of Use ("CGU");
6. description of the Plan and the Capacities applicable at the time of subscription;
7. technical and functional documentation.

Marketing content does not take precedence over contractual documents. In the event of a contradiction, the higher ranking document prevails.

5. Formation, acceptance and proof of the contract

The contract is formed upon one of the following events:

- online acceptance of the General Terms and Conditions followed by the effective creation of the Organization;
- validation of a paid subscription;
- acceptance of a quote or purchase order;
- signature of a specific contract.

Online acceptance must be express, by means of a non-pre-checked box or an equivalent mechanism. It is distinct from marketing consent.

A2Display maintains technical proof including at least the version and hash of the accepted documents, date and time, User, Organization, location, Plan, billing interval and source of acceptance. Old versions remain available for consultation.

No historical acceptance should be artificially reconstructed when the proof does not exist.

6. Description of the Services

NeuroDisplay allows in particular, depending on the Plan and the Subscribed Capacities:

- the creation and management of virtual screens;
- management of physical screens and Players;
- the creation, import, transformation and organization of Content;
- the creation of simple, planned or contextual Rules;
- the creation and distribution of Compositions;
- the use of Providers;
- preview and simulation;
- distribution by public URL, browser, Smart TV, CMS or Player;

- touchscreen, synchronization or real-time console functions when included in the Plan;
- multi-organization administration for compatible Plans.

Features advertised as "coming soon", "beta", "experimental", or included in a roadmap are not included in Active Service until they are expressly declared available.

7. Plans, Capacities, quotas and options

The applicable Capacities are those of the Plan subscribed as they appear in the quote, the order form, the Checkout or the Plan register displayed to the Customer upon subscription.

The FREE Plan is provided royalty-free, within the limits and with the branding indicated in its description. It does not include any physical Player unless expressly stated otherwise.

Paid Plans may include or optionally offer additional screens, Players, storage, touch functions, real-time console, API, Providers, Analytics or other Capabilities.

A2Display may block creation or use exceeding the Subscribed Capacity. No billable overrun must be triggered without a contractual basis or prior acceptance from the Customer.

8. Creation, administration and security of the account

The Customer designates Authorized Users and assigns them roles. He is responsible for administering accounts, revoking access that has become unnecessary and verifying the powers granted.

Each User must use an individual account, protect their identifiers and immediately inform A2Display of any suspicious access. Sharing of identifiers is prohibited.

The Customer remains responsible for actions carried out from his accounts, unless there is proof of a security failure directly attributable to A2Display.

9. Customer Obligations

The Client undertakes to:

- provide accurate and up-to-date information;
- use NeuroDisplay in accordance with laws and contractual documents;
- have the necessary rights and authorizations on the integrated Content, feeds and pages;
- check the Content, Rules and targets before publication;
- respect the rights of individuals, intellectual property and applicable display obligations;
- configure and secure your equipment and networks;
- monitor its broadcasts, quotas, consumption and alerts;
- keep important source files that he wishes to be able to reuse independently of the Service;
- cooperate reasonably during an incident;
- limit the aggravation of any damage or cost of which he becomes aware.

10. Client Content and technical license

The Customer retains his rights to the Content that he imports, creates or configures.

The Client grants A2Display, for the duration and only purposes necessary for the provision of the Service, a non-exclusive license to host, store, convert, cache, generate thumbnails, technically save, synchronize, transmit and display the Content.

This license does not grant A2Display any independent commercial exploitation rights to the Service.

The Client guarantees that he has the necessary rights to the texts, images, videos, music, PDFs, brands, feeds, personal data and web pages used. He assumes the consequences of unauthorized use.

11. Magic Media and artificial intelligence

Magic Media may use third-party models or services. The Client must verify and validate any results before distribution.

A2Display does not guarantee that the results generated are accurate, unique, free of resemblance to third-party creations or suitable for any particular use. The Client remains responsible for choosing, modifying and publishing the result.

The associated costs, credits or quotas are indicated in the Plan or before the action concerned. No paid generation should be triggered without explicit action from the Client.

The Customer is prohibited from transmitting unnecessary sensitive or confidential data in a prompt.

12. Third-party services, Providers, Smart TV, CMS and public URLs

NeuroDisplay may interact with operators, hosts, payment systems, video services, Providers, CMS, browsers, Smart TVs, networks, web pages and other third-party services.

A2Display does not control their conditions, prices, security, continuity or compatibility. An integration may be limited, modified or removed when a third party changes its interfaces, terms or security measures.

A public URL is accessible to anyone who knows it, subject to any configured technical restrictions. The Customer is responsible for its distribution and its revocation when necessary.

NeuroDisplay administration pages must not be integrated into a third party site. Only public roads intended for this purpose can be integrated into a CMS or intranet.

13. Prices, taxes and invoicing

The applicable prices are those displayed when subscribing or agreed in a quote or order form. Unless otherwise indicated, prices intended for professionals are expressed excluding taxes.

Taxes, including VAT, are added according to the applicable rules. The Customer provides accurate billing information and, where applicable, a valid VAT number.

Online subscriptions are billed in advance, monthly or annually depending on the interval chosen. Invoices are made available in electronic form.

A2Display may change its prices in the future upon reasonable notice. The price already paid for a current period is not modified retroactively.

14. Payment, incidents and delay

Online payments are due upon subscription and each renewal. The Customer authorizes the payment provider to debit the registered payment method.

In the event of failure, A2Display may make new attempts, request regularization and suspend the paid functions after reasonable information.

For invoices not payable immediately online, the payment deadline is that indicated on the quote or invoice, without exceeding the legal ceilings.

Any delay will result, from the day after the due date and without prior reminder, in the application of penalties at the rate applied by the European Central Bank to its most recent refinancing operation increased by ten points, without being less than three times the legal interest rate.

A fixed compensation of 40 euros for recovery costs is automatically due by any late professional Customer. Additional compensation may be requested upon justification when the costs incurred are higher.

15. Duration and renewal

The FREE Plan is concluded for an indefinite period and may be interrupted under the conditions provided herein.

Paid subscriptions are concluded for a monthly or annual period. They are automatically renewed for identical periods, unless canceled before the renewal date.

Cancellation takes effect at the end of the period already paid. The Customer retains access to the Subscribed Capacity until this date, unless suspended for breach.

16. Change of Plan and Capacity

A shift to a Higher Plane can take effect immediately. Prorated billing may be applied when presented to the Customer before confirmation.

A transition to a lower Plane generally takes effect at the end of the current period. A2Display informs the Customer of the Capacities that will become unavailable.

No excess screens, Content, Rulers or Players should be silently deleted simply because of a Plan change. A2Display may limit the creation or modification until the Customer regularizes its configuration or subscribes to the necessary Capacity.

17. Cancellation, refund and termination

Unless otherwise stipulated, periods started are non-refundable. This rule does not apply when a refund is required by law, results from a billing error or constitutes the appropriate remedy for a breach attributable to A2Display.

Either Party may terminate the contract for unremedied material breach within thirty days of written notice. Termination may be immediate in the event of fraud, illicit use, serious breach of security or irremediable breach.

Amounts due before termination remain due.

18. Suspension

A2Display may suspend all or part of the Service in the event of:

- unpaid;
- security risk;
- illicit or fraudulent use;
- infringement of the rights of a third party;
- persistent overruns threatening the Service;
- legal requirement;
- serious breach of the General Conditions of Sale or General Conditions of Sale.

When circumstances permit, A2Display informs the Customer and gives him a reasonable period of time to remedy the breach. Immediate suspension is possible in case of emergency.

19. Availability, maintenance and Support

A2Display provides NeuroDisplay according to an obligation of means and with the competence and diligence normally expected of a professional.

The Service may be interrupted for scheduled maintenance, security fixes, emergency intervention or third party failure. A2Display strives to limit its duration and to inform Customers when reasonably possible.

No availability rate is guaranteed unless expressly agreed SLA.

The level of Support depends on the Plan or contract. The displayed deadlines which do not appear in an SLA are indicative.

20. Security

A2Display implements reasonable technical and organizational measures with regard to risks. No system, however, can be guaranteed to be completely free of vulnerability or interruption.

The Customer is responsible for the security of its equipment, networks and accounts. The Parties cooperate in the event of an incident affecting the Service or the Customer's data.

The Customer promptly reports any incident via Support and does not transmit any password, token or secret in a ticket not provided for this purpose.

21. Personal data and DPA

Each Party complies with the regulations applicable to the protection of personal data.

A2Display acts in particular as data controller for the management of accounts, commercial relations, billing, Support, security and administration of the Service.

When A2Display processes personal data integrated into Content or courses on behalf of the Client, A2Display acts as a subcontractor. The conditions of this processing are defined in the applicable DPA, which must be accessible or annexed before activation of the final contractual version.

The confidentiality policy describes the processing operations carried out by A2Display as data controller.

22. Confidentiality

Each Party will protect technical, commercial, financial, security or other reasonably confidential information received from the other Party.

Confidential information is used only for the execution of the contract and communicated to people who need to know it and are subject to an obligation of confidentiality.

This obligation does not cover public information, known lawfully before its communication, legitimately obtained from a third party, developed independently or whose disclosure is required by law.

The obligation survives for five years after the end of the contract. Trade secrets remain protected as long as they retain this quality.

23. Intellectual property

A2Display retains all rights to NeuroDisplay, its code, its interfaces, its rules engine, its documentation, its models, its brands, its components and its improvements.

Subject to payment of the amounts due and compliance with the contract, A2Display grants the Client a non-exclusive right, non-transferable outside Authorized Users and limited to the duration of the contract, to use NeuroDisplay in accordance with the subscribed Plan.

No rights to the source code are transferred. The Customer undertakes not to copy, resell, decompile, circumvent or extract the Service, subject to the mandatory rights provided for by law.

24. Export, conservation and deletion

During the term of the contract, the Customer may export data and Content for which an export function is available.

After the end of the contract, A2Display may maintain limited access or allow export for thirty days. At the end of this period, the data may be deleted from active systems within a reasonable period of time, subject to technical safeguards and legal retention obligations.

Invoices, proof of acceptance, security logs and elements necessary for the defense of rights may be kept for the applicable legal periods.

The Client must carry out his exports before the deadline expires. Restoration after permanent deletion is not guaranteed.

25. Connectivity, data consumption and operator billing

The Customer is responsible for the necessary equipment, browsers, networks, Internet connections, SIM cards, mobile plans and telecommunications services.

Third party fees are not included in NeuroDisplay royalties, unless expressly stated otherwise.

Consumption varies in particular depending on the number of screens and Players, the size and resolution of the media, videos and live streams, download frequency, updates, synchronization, cache, Smart TVs, CMS and networks used.

Any consumption estimate is indicative and does not guarantee a volume, flow rate, or the amount invoiced by the operator.

The Customer must choose a suitable plan, monitor their consumption and bills, activate alerts and caps and control roaming.

Subject to mandatory legal provisions, A2Display is not responsible for plan overruns, roaming charges, penalties, speed reductions, suspensions or billing errors attributable to a third-party operator or service.

In the event of abnormal consumption, the Customer immediately takes reasonable measures to limit the deterioration. A2Display provides reasonable assistance with analysis, without automatic acknowledgment of liability or guarantee of reimbursement by the third party.

This exclusion does not apply when direct damage results from a proven contractual breach directly attributable to A2Display.

26. Guarantees

A2Display warrants that the Service will be provided with professional diligence and will substantially comply with the applicable documentation.

In the event of a reproducible defect attributable to A2Display, the priority remedy consists of correction, a reasonable workaround or, if these measures are impossible, termination of the affected party with prorated reimbursement of the unusable period.

Warranties do not cover defects resulting from third-party network or equipment, misconfiguration, improper use, unapproved combination or Customer Content.

27. Liability

Each Party is liable for direct, certain, foreseeable and proven damage resulting from its breaches.

To the extent permitted by law, A2Display is not liable for indirect damage, operating losses, loss of turnover, opportunity, image or data of which the Customer has not kept a copy, nor for failures of third-party services which are not attributable to it.

The cumulative liability of A2Display, all causes combined, is capped at the amount excluding taxes actually paid by the Customer during the twelve months preceding the cause of the event. For a FREE Plan, the ceiling corresponds to the amount that the Customer would have paid for one month of the PRO Plan at the public rate in force on the date of the damage.

The ceiling and exclusions do not apply in the event of gross or intentional misconduct, bodily injury, legally non-limitable liability or breach of obligations whose exclusion would render the essential obligation of its substance.

The Customer's payment obligations are not subject to this ceiling.

28. Third party claims and compensation

The Client guarantees A2Display against third party claims resulting from the Client's Content, the absence of necessary rights, illicit use or a violation of the T&Cs.

The Party seeking compensation shall promptly inform the other Party, allow it to participate in the defense and cooperate reasonably. No agreement imposing an obligation on the other Party may be concluded without its consent.

Any specific compensation granted by A2Display for intellectual property infringement must be the subject of a contract or an express specific condition.

29. Force majeure

No Party is liable for a breach caused by an event beyond its reasonable control, unforeseeable at the time of conclusion of the contract and the effects of which cannot be avoided by appropriate measures.

The affected Party shall inform the other Party and take reasonable mitigation measures. The execution is suspended during the temporary impediment. If the impediment becomes definitive or continues beyond sixty days, either Party may terminate the affected part of the contract.

30. Modification of the Services and the General Terms and Conditions

A2Display may change the Service for functional, technical, legal or security reasons, without substantially reducing the Capacities already paid for during the current period, unless necessary for legal or security reasons.

Substantial modifications to the General Conditions of Sale are notified before they come into force. They do not apply retroactively.

A new acceptance is requested when a substantial modification notably affects liability, renewal, data, jurisdiction or essential obligations.

31. Subcontracting and transfer

A2Display may use subcontractors to provide the Service, under its contractual responsibility and in compliance with the DPA when it applies.

The Client cannot assign the contract without the prior agreement of A2Display, unless restructuring does not affect the solvency or security of the Service.

A2Display may assign the contract as part of a restructuring, merger or transfer of activity, subject to informing the Customer and preserving their essential rights.

32. Notifications

Contractual notifications are sent through the NeuroDisplay space, by email to the registered administrative address, by the contact form or by post to the A2Display headquarters.

The Customer keeps his administrative contact details up to date.

33. Applicable law and disputes

The General Conditions of Sale are governed by French law.

The Parties seek an amicable solution before any legal action. The complaining Party sends a written description of the dispute and the relevant supporting documents. The Parties have a reasonable period of time to exchange.

In the absence of an amicable agreement, any dispute between professionals falls under the exclusive jurisdiction of the Angers Commercial Court, subject to the mandatory rules of jurisdiction.

34. Languages

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

35. Final provisions

The contract constitutes the entire agreement relating to its subject matter. The nullity of a clause does not affect the other provisions. Failure to exercise a right does not constitute a waiver.

The Parties are independent. No stipulation creates a mandate, joint company, franchise or employment relationship.

The provisions relating to payment, confidentiality, intellectual property, liability, data, disputes and evidence survive to the extent necessary after the termination of the contract.

Headings are provided for ease of reading and do not affect interpretation.

36. Version and entry into force

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