

Flare Digital Signage

G-Cloud Standard Terms & Conditions

2026 (G-Cloud 15)

1. Terms & Conditions

The following terms and conditions apply to use of the Flare Digital Signage platform and will be included in any service agreement issue to the Client.

1.1. General

1. Use of Flare by the Client is subject to our standard terms of use which can be found at <https://pixelnebula.com/terms>.
2. At any time and with agreement between the Client and Pixelnebula, a new service agreement may be issued and signed by both parties that supersedes all earlier service agreements.

1.2. Contract Term

1. The minimum initial contract term is 3 months.
2. The Client may request an extension in writing at any time prior to the end of the contract term. The minimum extension to the contract term is 3 months.
3. If the Client has not requested an extension by the end of the contract term, Pixelnebula may place the Client's endpoints in a restricted display mode and disable the Client's user access to the management platform until such a time as the Client provides a valid extension request.
4. Except where the Client requests deletion of their service data in line with the UK DPA or GDPR, Pixelnebula will retain all service data for the Client until 60 days after the end of the contract term. If the Client has not requested an extension to the contract term by the end of this period, Pixelnebula reserves the right to delete all service data relating to the Client without further notification.

1.3. Licensing

1. Additional Flare endpoints may be licensed by the Client at any time under the same conditions of (and without amendment to) the existing service agreement, but will be charged for on a pro rata basis to align with the end date of all other licences under the service agreement.
2. Where additional Flare endpoints have been licensed by the Client under the service agreement, the Client may opt to reduce the number of licences that will be renewed under the service agreement down to a minimum of the number stated on the agreement.

3. All licence renewals by the Client that are covered by the service agreement must be purchased simultaneously under a single payment.

1.4. Payment

1. Standard payment terms are 30 days from date of invoice.
2. For large orders of Flare endpoints, Pixelnebula may require full or partial payment of the hardware costs prior to sourcing or dispatching of the hardware. This does not affect the payment terms for other line items in the same invoice, or the payment terms of other invoices.
3. Licences are invoiced in advance for either 12 months or the remaining contract duration, whichever is shortest.
4. Late payments are subject to statutory interest of 8% plus the Bank of England base rate, per annum, calculated daily.
5. If payment for any of the Client's endpoint licences is overdue by more than 45 days, Pixelnebula may place the associated endpoints in a restricted display mode until payment for the licences is received in full.

1.5. Endpoints

1. Flare endpoints provided to the Client are covered by a 2-year warranty starting from the date of receipt by the Client, and remain the property of Pixelnebula until payment for the endpoints is received in full.
2. If a Flare endpoint suffers a hardware or software malfunction during the warranty period that cannot be reasonably resolved (either remotely by Pixelnebula, or locally by the Client), Pixelnebula will provide a replacement endpoint free of charge on receipt of the malfunctioning endpoint.
3. If a Flare endpoint is returned for replacement without Pixelnebula's prior approval, Pixelnebula may reject the return and charge the Client for re-dispatch.
4. The Client shall not modify, tamper with, or attempt to reverse engineer any aspect of the Flare endpoints in any way that is not explicitly permitted by Pixelnebula, except where the endpoint has been purchased by the Client and is no longer under licence, in which event Pixelnebula permits the Client to wipe and rebuild the endpoint with a new operating system for their own future use.
5. Pixelnebula may disable the ability for a Flare endpoint to connect to the service if there is evidence of modification, tampering or reverse engineering

by the Client that was not explicitly permitted by Pixelnebula, and will not be required to compensate the Client in doing so.