

Vizzia - Non-actively monitored CCTV control room system - Terms & Conditions

☐ Product	CSU Passif
☒ Sélectionner	☒

Terms and conditions

ALPHA IOTA SAS

TERMS OF SERVICE

IMPORTANT – PLEASE READ CAREFULLY: These Terms of Service (this "Agreement") is a legal agreement between ALPHA IOTA SAS, a société par actions simplifiée organized under the laws of France (SIREN: 899 832 901; RCS: 899 832 901 R.C.S. Paris) ("Company"), and the user agreeing to these terms ("User"). This Agreement governs User's use of the Vizzia service offered by Company or its licensors (the "Service").

By clicking on the "I AGREE" button or using the Service, you (1) represent that you are over the age of 18 (or the age of majority in your jurisdiction), (2) represent that you have the right and authority to legally bind User, and (3) consent to be legally bound by all the terms and conditions of this Agreement with respect to your use of the Service. If you do not agree to all these terms or cannot make such representations, you may not use the Service.

Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If the alterations constitute a material change to this Agreement, Company will notify User by posting an updated version or via email. What constitutes a "material change" will be determined at Company's sole discretion, acting in good faith and using reasonable judgment. User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by User following such notification constitutes User's acceptance of these terms as modified. If any modification is

not acceptable to User, User's sole remedy and recourse is to discontinue use of the Service.

1. DEFINITIONS

1.1. "Company Technology"

Means collectively, any and all software (including but not limited to any "Software" as defined below), know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, user manuals, online documentation, products, or other technology and materials of any kind used by Company or its licensors in connection with the performance of the Service or made available to User by Company or its licensors.

1.2. "Confidential Information"

Means any and all technical and non-technical information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), before or after the date hereof, either in writing, orally, by inspection, or in any other form or medium, related to the past, present, or future business or technology of the Disclosing Party. This includes, without limitation, information concerning research, development, processes, methodologies, know-how, data, product architecture, designs and specifications; software; product, marketing, sales, and business development plans and strategies; competitive analyses; financial analyses and forecasts; cost and pricing data; procurement requirements; vendor information; customers and prospects; licensing and distribution arrangements; and the identity and compensation of employees, contractors, and consultants. The relationship between the parties and the substance of this Agreement shall also be Confidential Information.

Information will be considered Confidential Information if it is identified as such at the time of disclosure, or if, under the circumstances, the Receiving Party knows or should have known it to be confidential or proprietary. Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure as shown by its files/records prior to the disclosure; (ii) becomes part of the public knowledge or literature, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release in writing by the Disclosing Party; or (iv) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

1.3. "User Information"

Means all data, information, or other content that is entered by or collected from User while accessing and using the Service.

1.4. "Software"

Refers to any software, including any client-side or server-side applications or code, licensed by Company to User under a separate end user license agreement ("EULA"), which may be required for or provided in conjunction with the Service.

1.5. "Update"

Means any new release of software provided by Company, which may include error corrections and/or minor feature updates.

1. SERVICE

2.1. Access and Use

Subject to the terms and conditions of this Agreement, Company will use commercially reasonable efforts to make the Service available for use by User, solely for User's internal business purposes. User shall not (i) resell, rent, license, lease, or otherwise permit any third party to access or benefit from the Service, or (ii) use the Service for any purpose other than as expressly permitted herein.

2.2. User Requirements

User is responsible for obtaining and maintaining, at its own cost, any internet access, hardware, software, or other resources necessary to access and use the Service ("User Requirements"). User shall provide Company with reasonable cooperation and assistance as necessary for the proper performance of the Service.

2.3. User Information

User is solely responsible for the accuracy, quality, and legality of User Information, and for the means by which User acquires such User Information. User warrants that its User Information does not violate the rights of any third party (including intellectual property rights and privacy rights) and does not violate any applicable laws. Company is not responsible for any public display or misuse of User Information by User or third parties.

2.4. License to Company

User hereby grants Company a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, transmit, display, and store User Information as

necessary to provide the Service to User.

2.5. Monitoring

Company may review and monitor User's use of the Service to ensure compliance with this Agreement and to evaluate and improve the Service. Company may create and publish aggregated, anonymized usage statistics, provided such information cannot be used to identify User or any specific individual.

1. THIRD-PARTY PRODUCTS

3.1. Optional Third-Party Applications

Company or its licensors may make available optional third-party applications, products, or services for use with the Service ("Third-Party Products"). These are not required for the basic use of the Service and will be governed by their own terms and conditions. Company makes no representations or warranties regarding such Third-Party Products, and assumes no liability for their use.

1. SERVICE WARRANTY AND DISCLAIMERS

4.1. Service Warranty

Company warrants that the Service will be provided in a professional and workmanlike manner, consistent with generally accepted industry standards.

4.2. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1, THE SERVICE AND ANY THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS." COMPANY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THE SERVICE OR ANY THIRD-PARTY PRODUCTS WILL MEET ALL OF USER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE OR THIRD-PARTY PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. COMPANY ALSO DISCLAIMS RESPONSIBILITY FOR ANY DISRUPTION OR LOSS CAUSED BY INTERNET FAILURES OR ANY THIRD-PARTY SERVICES.

1. SOFTWARE

5.1. Software Licensing

User's right to access and use any Software provided in connection with the Service is subject to the terms and conditions of a separate EULA. If there is a conflict between this Agreement and the EULA with respect to the Software, the EULA shall control with respect to the Software, and this Agreement shall control with respect to the Service.

1. OWNERSHIP

6.1. Company Property

Company (and its licensors, where applicable) owns all rights, title, and interest in and to the Service and Company Technology, including any intellectual property rights therein. No rights or licenses are granted to User except those expressly stated in this Agreement. User shall not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Service or Company Technology.

6.2. User Property

Subject to the limited license granted to Company in Section 2.4, Company acquires no right, title, or interest from User in or to User Information, including any intellectual property rights therein.

1. CONFIDENTIALITY

7.1. Obligations

The Receiving Party shall (a) not disclose any Confidential Information of the Disclosing Party to any third party without the Disclosing Party's prior written consent, (b) use the Disclosing Party's Confidential Information only for the purposes of this Agreement, and (c) protect such Confidential Information using at least the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable standard of care. The Receiving Party shall disclose Confidential Information only to employees, contractors, or agents who need to know it for purposes of this Agreement and who are bound by obligations of confidentiality no less restrictive than those in this Agreement.

7.2. Legal Disclosure

If the Receiving Party is required by law, court order, or governmental regulation to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify the Disclosing Party (unless legally prohibited) to allow the Disclosing Party to seek protective orders or other

remedies. The Receiving Party will disclose only that portion of the Confidential Information legally required to be disclosed.

7.3. Remedies

A breach of confidentiality obligations may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. In the event of such a breach, the Disclosing Party will be entitled to seek injunctive or other equitable relief, without waiving any other rights or remedies.

1. FEES AND PAYMENT

8.1. Fees

If there are fees due for use of the Service ("Fees"), they will be set forth in a separate agreement or order form ("Fee Agreement"). User agrees to pay all Fees in accordance with the applicable Fee Agreement.

8.2. General Payment Terms

1. Unless otherwise agreed in the Fee Agreement, Fees are non-cancelable and non-refundable.
2. Fees do not include any applicable taxes, levies, or duties. User is responsible for paying any such applicable taxes.
3. Any billing disputes must be submitted in writing to Company within ten (10) days of receiving the disputed invoice, along with documentation supporting the dispute. Company will review and, if the dispute is valid, adjust the invoice accordingly.
4. Company reserves the right to suspend the Service if User's account becomes past due. Late payments may be subject to interest charges at the maximum rate permitted by law. User is liable for any reasonable attorneys' fees and other costs of collection incurred by Company.

9. TERM; TERMINATION; EFFECT OF TERMINATION

9.1. Term

This Agreement commences on the earlier of (i) the date User agrees to these terms by clicking "I AGREE," or (ii) the date User first accesses or uses the Service, and continues until terminated as provided herein (the "Term").

9.2. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.

9.3. Effect of Termination

Upon termination:

1. All licenses granted to User hereunder will terminate immediately.
2. Each party shall cease using and shall return or destroy the other party's Confidential Information.
3. Company will have no further obligation to provide the Service.
4. Sections 4.2, 6, 7, 9.3, 10, 11, and 15 shall survive any expiration or termination of this Agreement.

10. INDEMNIFICATION

10.1. Company Indemnity

Company will indemnify, defend, and hold User harmless from any third-party claims, damages, liabilities, or expenses (including reasonable attorneys' fees) arising out of:

1. Any claim that the Service, as provided by Company, infringes or misappropriates such third party's intellectual property rights; or
2. Company's gross negligence or willful misconduct.

10.2. User Indemnity

Except for claims covered by Section 10.1, User will indemnify, defend, and hold Company harmless from any third-party claims, damages, liabilities, or expenses (including reasonable attorneys' fees) arising out of or relating to:

1. User's use of the Service;
2. User's gross negligence or willful misconduct; or
3. User's failure to comply with applicable laws or regulations.

10.3. Conditions

The indemnification obligations under this Section 10 are subject to:

1. The indemnified party promptly notifying the indemnifying party of any claim in writing;
2. The indemnifying party having sole control of the defense and settlement of such claim;
3. No admission of liability or settlement by the indemnified party without the indemnifying party's prior written consent; and

4. The indemnified party providing all reasonable assistance at the indemnifying party's request and expense.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO USER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY USER TO COMPANY FOR THE SERVICE IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

USER ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES, AND THEY WILL APPLY EVEN IF ANY LIMITED REMEDY STATED HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

1. ASSIGNMENT

User may not assign or transfer its rights or obligations under this Agreement without Company's prior written consent, except to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of User's assets, provided that (i) User gives Company prompt written notice of the assignment, and (ii) the assignee agrees in writing to be bound by all the terms of this Agreement. Any attempted assignment in violation of this Section is null and void. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and assigns.

1. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party is an independent contractor with respect to the other. Neither party has the authority to bind or incur any obligation on behalf of the other party. During the Term of this Agreement and for twelve (12) months thereafter, neither party shall knowingly solicit or hire any employee of the other party who has been

directly involved in the provision or receipt of the Service, except pursuant to a general solicitation that is not directed specifically to employees of the other party.

1. FORCE MAJEURE

Company will be excused from performance to the extent that it is prevented from performing its obligations hereunder due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil disturbances, natural disasters, strikes, lockouts, internet or telecommunication failures, or governmental action ("Force Majeure"). Company is not responsible for any delays or failures caused by Force Majeure events.

1. GENERAL TERMS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. No waiver of any provision of this Agreement is effective unless in writing and signed by both parties. A party's failure to enforce any right or provision under this Agreement is not a waiver of that right or provision.

All notices or other communications required or permitted hereunder shall be in writing. Company may provide notice to User by email to the address associated with the User's account, or by posting updated terms through the Service. Notices to Company shall be sent by registered mail with return receipt or by recognized overnight courier to:

Attn: Legal Department

This Agreement is governed by and construed in accordance with the laws of France, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the commercial courts in Paris (Tribunal de Commerce de Paris), and each party waives any objection to venue there.

This Agreement, together with any applicable Fee Agreement and any applicable EULA, constitutes the entire agreement between the parties with respect to the subject matter herein, superseding all prior or contemporaneous agreements, proposals, or understandings.

ALPHAIOTA SAS

RCS: 899 832 901 R.C.S. Paris

51 rue de Turbigo, 75003 Paris