

weezago

General conditions of service



www.weezago.com

GENERAL CONDITIONS OF SERVICE

Description of activity

The company WEEZAGO is a limited liability company with a capital of €50,000 €, registered in the Trade and Industry Register (RCI) of MONACO under the number 08S 04802, whose head office is located at 38, boulevard des Moulins, MONACO (98000).

Weezago specialises in the development and distribution of high-tech software solutions dedicated to the Digital Media or Digital out of Home (DooH) sector.

Weezago publishes and markets, in particular, the Weezago software solution or Content Management System (CMS), hereinafter referred to as "Weezago CMS", on the Software as a Service (SaaS) model. The service, accessible by subscription via a private Internet access, enables the design, broadcasting and management of dynamic communication programmes. In order to use the Weezago CMS, the subscriber must own equipment, hereinafter referred to as "broadcasting equipment", which is compatible with the Weezago CMS and connected to the broadcasting location's Internet network.

Article 1 - Scope of Application

These conditions define the terms and conditions according to which all operations for the provision of the Weezago service will be carried out by Weezago under the conditions set out in the Order Form.

Article 2 - Obligations of the Weezago Company

Weezago agrees to carry out the services, which are the subject of the present document, defined as follows:

Service

Weezago agrees to make the Weezago CMS available to the client in accordance with the conditions set out in the Order Form.

Software update

Weezago guarantees that its client will benefit from all the latest updates to the Weezago software. «Latest updates» refers to all visual, graphic and technical modifications that do not involve the installation of new features relative to the date of provision of the Weezago software. In the case of new features, Weezago may offer them to its clients who may or may not accept them, subject to a pre-defined fee.

Provision of the Visual Library

Weezago commits to providing the client with the visual libraries included in the service at the time of the order.

Corrective and adaptive software maintenance

The Weezago service subscription includes corrective and adaptive maintenance of the software solution. Non-payment of the subscription will result in the de facto termination of all maintenance.

Article 3 - Client's Obligations

Weezago's client will be solely responsible for all facts directly or indirectly related to the dynamic communication visuals provided via the Weezago service, whether or not the client is the creator and/or the owner of the visual content.

Thus, the dynamic communication visuals and their contents will be distributed under the sole responsibility of the client. The client guarantees that the content of said messages complies with the current legislation and with their obligations as described in the aforementioned article.

In this respect, the client will step in at the first request and will release and protect Weezago from any condemnation that could be pronounced against it due to the client or its dynamic communication visuals.

Article 4 - Responsibilities

Weezago cannot be held liable for any damage caused by the broadcasting material to persons or property.

Weezago cannot be held liable for any failure or delay in the execution of the service due to causes beyond its control and which may be considered as force majeure.

Weezago cannot be held liable in the event of fraudulent use of the client's Weezago log-in details by third parties. The client agrees to ensure the confidentiality of their login details, which can be changed via the «My Account» personal space.

Weezago will not be held liable by third parties for personalised audio and/or video communications sent by the client to Weezago.

Article 5 - Terms and Duration

These conditions are agreed upon and accepted from the moment the Order Form is signed. The subscription to the Weezago service is payable in advance and has no minimum commitment period.

Invoices issued by Weezago relating to the operation of the Weezago service must be paid by the subscribing client upon receipt.

Article 6 - Termination of contract

The client may terminate the service by registered letter with proof of receipt 45 days before the next billing date.

Article 7 - Subscription start date

The subscription to the Weezago service takes effect from the start date of the service set out in the Order Form.

Article 8 - Confidentiality

The parties shall keep the content of these conditions and all information obtained in the course of its execution strictly confidential, except for the purpose of asserting their legal rights with regard to the interpretation and/or execution of these conditions.

More specifically, the purchaser expressly promises Weezago not to disclose to anyone any technical element relating to the software and more generally any information that he may have become aware of in the course of the fulfilment of the present contract and relating to Weezago. This obligation of confidentiality is stipulated with no time limit.

Article 9 - Address for Service and jurisdiction

For the purpose of executing these conditions, the client and Weezago elect their address for service at their respective registered offices. Any dispute relating to the conclusion, interpretation, implementation or termination of these conditions shall be submitted to the Commercial Court of Monaco, which shall have exclusive jurisdiction, including in summary proceedings, notwithstanding third-party appeals or multiple defendants.

Article 10 - Acceptance by the Client

The present general terms and conditions of service are expressly accepted by the client, who declares and acknowledges that they are fully aware of them and therefore waives the right to invoke any contradictory document, in particular their own terms and conditions.

