

# Terms of Service

**Effective Date:** 26/12/2024

These Terms of Service (“**Terms**”) govern your use of the digital signage services provided by **ScreenDisplay Ltd** (“**ScreenDisplay**,” “**we**,” “**us**,” “**our**”). By accessing or using our platform, websites, or related services (collectively, the “**Services**”), you agree to be bound by these Terms. If you do not accept these Terms, you must discontinue use of our Services.

## 1. Company Information

**1.1 Company Name:** ScreenDisplay Ltd

**1.2 Company Registration Number:** 16150216

**1.3 Registered in:** England and Wales

**1.4 Contact Details:**

Email: [help@screeendisplay.org](mailto:help@screeendisplay.org)

Phone: 0330 229 3575

## 2. Account Creation & Eligibility

### 2.1 Eligibility

You must be at least 18 years old and capable of entering into a legally binding agreement to use our Services. By creating an account, you confirm that you meet these requirements.

### 2.2 Account Security

You are responsible for maintaining the confidentiality of your login credentials. Any activity that occurs under your account is your responsibility, whether or not you authorized that activity.

## 3. Description of Services

### 3.1 Digital Signage Platform

We provide software and hosting services that allow you to manage and display content across digital screens. Specific features may include content scheduling, content management, and analytics, among others.

### 3.2 Service Limitations

We will make reasonable efforts to maintain the availability of our Services. However, we cannot guarantee uninterrupted or error-free operation. Periods of downtime may occur for maintenance or due to unforeseeable technical issues.

## 4. Fees, Invoicing & Payment Terms

### 4.1 Payment Methods

Invoices must be paid by the due date indicated on the invoice. Acceptable payment methods include:

**Bank Transfer** to our specified bank account.

**Paddle** (our payment processor).

### 4.2 Late Payments

If full payment is not received by the due date, you have an additional **14 days** to settle the balance. If payment is still not received after the 14-day grace period, your Service will be **suspended**. If the invoice remains unpaid for an additional **7 days** following suspension, your Service will be **terminated**.

### 4.3 Outstanding Fees

You are responsible for any outstanding fees or charges at the time of termination or cancellation. ScreenDisplay reserves the right to use legal means to recover unpaid amounts.

## 5. Refund Policy

### 5.1 Refund Period

We offer a **14-day** refund period from the date of payment. If you request a refund within this timeframe, we will issue a refund for the unused portion of the Service in accordance with our internal refund procedures.

### 5.2 Exceptions

Refunds may not be granted if you are found to be in breach of these Terms (e.g., using our Services to host illegal content).

## 6. Acceptable Use & Content Guidelines

### 6.1 Prohibited Content

You agree not to upload, store, or display any content that:

- Is illegal, harmful, or promotes illegal activities.
- Contains pornography, excessive violence, gore, or depictions of war.
- Involves scams, including but not limited to cryptocurrency-related scams.
- Violates the intellectual property or privacy rights of others.

### 6.2 Platform Restrictions

You must not attempt to bypass or circumvent any technical or usage restrictions implemented in our platform. Any such attempt will result in immediate termination of your account and Services.

### 6.3 Compliance with Laws

You are solely responsible for ensuring that your use of the Services complies with all applicable local, state, and national laws and regulations.

## **7. Content Ownership & Intellectual Property**

### **7.1 Your Content**

Except for any licenses granted under these Terms, ScreenDisplay does not claim ownership of the content you upload or display. You represent and warrant that you have all necessary rights to upload such content.

### **7.2 Our Intellectual Property**

All materials provided by ScreenDisplay - such as software, graphics, logos, and trademarks remain our property. You may not reproduce, distribute, or create derivative works of our materials without our express written consent.

## **8. Service Availability & Maintenance**

### **8.1 Uptime**

While we aim to provide continuous availability, we do not guarantee that the Services will always be free from interruptions, errors, or delays.

### **8.2 Maintenance**

We reserve the right to perform scheduled or unscheduled maintenance, which may temporarily affect Service availability. Where possible, we will endeavor to notify you in advance.

## **9. Suspension & Termination**

### **9.1 Suspension**

We may suspend access to the Services if you fail to pay your invoice within the specified grace period or violate these Terms.

### **9.2 Termination by ScreenDisplay**

We reserve the right to terminate your account for any breach of these Terms, including hosting prohibited content or attempting to bypass platform restrictions.

### **9.3 Termination by You**

You may terminate your account at any time by contacting us. Any fees due at the time of termination remain payable.

## **10. Data Privacy**

### **10.1 Privacy Policy**

For information on how we collect, use, and protect your personal data, please refer to our [Privacy Policy]([Link to Privacy Policy]) (if applicable). By using our Services, you consent to the collection and use of your data as described therein.

### **10.2 Third-Party Processors**

Payments and certain other functionalities may be processed by third parties like Paddle. Please review their respective privacy policies to understand how they handle your data.

## **11. Limitation of Liability**

To the fullest extent permitted by law, ScreenDisplay shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits or data, or for any damages resulting from your use of, or inability to use, our Services. In no event shall ScreenDisplay's aggregate liability exceed the amount you paid to us for the Service during the 12-month period preceding the claim.

## **12. Indemnification**

You agree to indemnify and hold harmless ScreenDisplay and its affiliates, directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to your use of the Services, your violation of these Terms, or your infringement of any third-party rights.

## 13. Changes to Terms

We reserve the right to revise or update these Terms at any time. When we do, we will post the changes on our website and update the “Effective Date.” Your continued use of the Services after such posting constitutes your acceptance of the revised Terms.

## 14. Governing Law & Dispute Resolution

### 14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

### 14.2 Jurisdiction

Any dispute arising out of or related to these Terms shall be subject to the exclusive jurisdiction of the courts located in England and Wales.

## 15. Entire Agreement & Severability

These Terms, together with any referenced policies, constitute the entire agreement between you and ScreenDisplay regarding your use of the Services. If any provision of these Terms is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

**If you have any questions regarding these Terms, please contact us at [help@screendisplay.org](mailto:help@screendisplay.org) or call 0330 229 3575.**

By using our Services, you acknowledge that you have read, understood, and agreed to these Terms of Service.