

# Terms and conditions of use

The software Eye-Infinite Storyboard ("Storyboard") is provided by Eye-In Inc. (the "Supplier"). This agreement is between the user and the supplier.

## **Please read the entirety of this agreement.**

The use of an individual of the software Storyboard, confirmed his acceptance of the terms and conditions of this agreement (called the "terms and conditions of the software ") and, accordingly, the individual agrees to be bound by the agreement even though 'he or she has not read it. Copyright © 2021 Eye-In Media. All rights reserved.

The program is owned by and copyrighted by the provider and contains trademarks of the provider and / or others. You may not reproduce part or all of the Storyboard software. Unlicensed use of the software is strictly prohibited and could lead to legal action. Unauthorized use of the program may infringe copyrights, trademarks, and other laws. The Storyboard is a content creation software for digital signage.

## **DEFINITIONS**

### **The software**

Refers to the Eye- Infinite Storyboard software.

### **The platform**

Refers to the centralized communication web system called Eye-Intelligence.

### **User**

Refers to any member related to the platform or the software.

### **Media Player**

Device for broadcasting digital content on screens.

## **OPERATION**

Eye-Infinite Storyboard software allows you to create visual content for broadcasters. The software can be downloaded at the discretion Eye-In or to a third party authorized by Eye-In.

## **DATA PROVIDERS**

The software offers several authoring tools, including widgets that allow you to display dynamic content from outside sources. Eye-In takes care of the proper functioning of the software but cannot guarantee the correct functioning of data sources when they are not provided by Eye-In. Likewise, Eye-In cannot be held responsible for the content provided and displayed by any external data feed (including RSS feeds, traffic, weather, etc.). The user of the software agrees not to use data sources if he does not have the authorization.

## **USING WIDGETS**

In addition, the use of certain widgets may require additional agreements and authorizations. Thus the use of the YouTube Widget uses the API of YouTube and is subject to the Terms of Service of YouTube <https://www.youtube.com/t/terms> as well as Google's Privacy Policy <https://policies.google.com/privacy>

## **IMAGE BANK**

The software is supplied with a bank of images that are free of rights, or for which Eye-In has obtained a license.

## **CONTACT US**

The users can contact the customer service 'Eye-In ([info@eyeinmedia.com](mailto:info@eyeinmedia.com)) if a member needs to update or verify their personal information or delete their personal information from the active database provider. This will be executed within 10 days unless the information is to be retained for dispute resolution or troubleshooting or other valid legal or business reasons). Please note that the provider will not delete historical member usage information, but rather separate personally identifiable information from it. Consecutive, including, without limitation, property damage, personal injury and / or death, resulting from participation in the Program or from the acceptance, use or misuse of any offer or benefit (or any other reward or privilege) or a membership or membership card. No supplier or service provider will be liable for any incidental, consequential or consequential damages (including, without limitation, loss of profit, revenue or use) arising out of or in connection with the software, whatever either by contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or any other theory, even if one of them has been informed of the possibility of such damage. In any case, the supplier, its dealers, suppliers and service providers can be held responsible for unauthorized access or a misuse or fraudulent means or devices by the member or any third party, or following any delay or error resulting from any circumstance beyond their control. You cannot collect any damages from the Provider for any reason (whether under legal theories of contract, tort, negligence, strict liability, law enforcement or otherwise). The changes made to the provider 's program conditions may modify this Agreement at any time by posting a notice on the website <https://eye-in.com> or by other means of communication, for example by email, by notifications update for the application or in writing. In addition, the provider may perform test programs from time to time which may have additional or different terms from those described in this agreement.

# **Personal Information Policy**

## **INFORMATION THAT IS COLLECTED AND USED**

### **1. Basic identifying information**

An account is required to use the software, Eye-In Media collects your first name, last name, and email address. This information is needed to manage your account, so your email address is

required if you forget your password, and could be used to report an important update, or a change to these terms and conditions. uses.

## **2. Location information**

When using the weather widget, an approximation of the location of the broadcaster will be used to display the local weather conditions. This information is neither stored nor kept and is used only during the weather request.

## **3. Using the YouTube API**

The YouTube widget using the YouTube API, by using the YouTube widget , you acknowledge having read and accepted the terms and conditions of use of the YouTube platform <https://www.youtube.com/t/terms> and of Google's privacy policy <https://policies.google.com/privacy>

## **CONFIDENTIALITY**

Personal information is not shared with third parties. Software providers do not sell or rent personal information provided by members to third parties. However, aggregated information about users may be combined and used for research, benchmarking and other similar uses. In addition, personal information may be disclosed in connection with a transfer or sale of a business or assets, compliance with applicable laws and / or an investigation of fraud or a breach of this Agreement. (including these program terms) and other similar activities. Personal information thus collected, used and disclosed will be kept for a minimum period of 6 months and a maximum period of 2 years.

We may also disclose your personal information in the following circumstances: a) if such disclosure is necessary for us to receive legal advice; b) to collect a debt from you; c) whether we are required to disclose your personal information to comply with any legal obligation or decision of a judicial authority; (d) if disclosure is required by an investigative body, law enforcement official or government authority legally authorized to require disclosure of information in the course of an investigation; (e) if we have reasonable grounds to believe that the information relates to a violation of an agreement or a law; or f) for other purposes permitted under applicable law.

Once personal information has expired, it will be destroyed, erased or made anonymous.

## **UPDATES TO THE PERSONAL INFORMATION POLICY**

We may modify, update and revise this Privacy Policy and make changes to information previously collected, as permitted by law.