

These Terms and Conditions of Sale and Use (hereinafter referred to as the "Terms and Conditions of Sale and Use") cover your use of ("you", the "Customer") and access to our SaaS visual management and digital signage software solution, applications, APIs, and related services, (hereinafter collectively referred to as the "Services").

You can use our services (e.g. "services"), whether you are acting on your own behalf or on behalf of a company or organization.

GENERAL SALES CONDITIONS

1. Performance of services

1.1 Pingflow shall perform its services in a professional manner, in accordance with the terms of the proposal.

1.2 The customer undertakes to provide Pingflow as soon as possible with all information and documentation necessary for the proper execution of its intervention. The customer must ensure that Pingflow's service providers have access to the information required to perform their services.

1.3 Any change in the information or documentation provided by the customer that could significantly influence the proper performance of the services to which Pingflow has committed itself must be communicated to the customer without delay.

Pingflow will correct any error due to its own fault in the performance of its service, within a reasonable period of time and at its own expense, provided that the customer has notified Pingflow of said error no later than 6 months following delivery of the service (excluding the product).

2. Safety, Health and Environment (SHE)

2.1 The customer shall inform Pingflow of any potential or actual safety, health and environmental risks that may arise during the performance of services by Pingflow's representatives. The customer shall inform Pingflow of all safety measures required prior to and during the execution of the work.

2.2 When Pingflow intervenes on a customer's site, the latter undertakes to provide all safety measures guaranteeing a safe working environment, in accordance with French legislation. Otherwise, Pingflow is entitled to interrupt its services.

3. Rates and payment

3.1 The customer undertakes to pay Pingflow the agreed price for the services it will perform under the contract and the special clauses.

The prices of all Services, including the Service subscription fees, are fixed for one year. Pingflow reserves the right to modify its prices at any time without prior notice.

3.2 Payment of the price will be made to the Pingflow bank account specified on the invoice, unless otherwise agreed by the parties.

3.3 The prices indicated by Pingflow in the contract are stated in Euros and exclude VAT. They do not include VAT or any locally applicable business tax. You are responsible for any applicable taxes, bank commissions, transfer fees, or any surcharges and extortion imposed on or in connection with our Services.

3.4 Payment terms for licenses, add-on modules and specific adaptations in France are: 50% cash on order, 50% on delivery. Payment must be made within 30 days of receipt of the invoice by the customer. A flat-rate indemnity for collection costs will be applied if payment is received after the due date: 40 euros (Art D441-5 of the French Commercial Code).

3.5 The consumption of remote functional assistance time is calculated by a time counter which starts at the beginning of the session and ends at the end of the session. A written summary of consumption and time remaining on your functional assistance counter can be provided on request to the sales or project department.

3.6 You must notify us in writing if you dispute any portion of such fees paid or payable by you hereunder. You must provide us with such written notice within sixty (60) days of the date of the applicable charge and we will work with you to promptly resolve such dispute. If you do not provide us with written notice of dispute of your charges within this time period, you will no longer be entitled to dispute any charges paid or payable by you.

4. Staff

4.1 Pingflow has qualified personnel to carry out its services. Pingflow can

replace its employees, provided that the replacement staff has equivalent qualifications to the staff being replaced.

4.2 The Customer undertakes not to hire a n y Pingflow employee who has been involved in the performance of the contract. The Customer also undertakes not to use the services of a former Pingflow employee, in any capacity whatsoever, directly or indirectly, for a period of 6 months following the date of his last intervention on behalf of Pingflow.

If the customer does not comply with this obligation, it must pay Pingflow a contractual indemnity equal to the price of 4 months of full-time services for the Pingflow consultant concerned.

5. Licenses and access to the software solution

5.1 Chargeable services

Pingflow offers paying services that allow the use of the Service. Users of the Service will benefit from different features and access depending on the package chosen. If your service fees are not paid in a timely manner, we reserve the right to deny access to your account or downgrade your account, which may result in loss of data and/or functionality.

All sales are final for the period of the license purchased.

5.2 Definition of solution terms see Terms of Use

5.3 Demotion

Subscriptions may be downgraded to other subscriptions, provided that the current subscription package does not exceed the usage limits or features available only for that package. Subscriptions that do not meet the requirements of the target package will retain their current package. Pingflow is not responsible for ensuring that requirements are met prior to downgrading. Downgrades must be modified before the end of the billing cycle and will be effective at that time. Loss of data and functionality may occur when downgrading a subscription, so please take care before downgrading. Some subscription packages cannot be downgraded; they can only be cancelled.

5.4 Upmarket

The addition of options and upgrades leading to a price increase is immediately effective and billed to your company. Not all subscription packages can be upgraded or modified.

6. Modification or additional service

6.1 The customer may ask Pingflow to carry out modifications or additional services.

6.2 The customer must formulate his request in writing, specifying its purpose and, if applicable, the delivery deadline, in addition to the price. In the absence of prior agreement between the parties on these conditions, Pingflow will not provide this service.

7. Cancellation

7.1 Either party may terminate the contract by giving 30 days' notice. The starting point for this notice period is the date of receipt by the other party of the letter of termination.

7.2 In the event of termination of the contract, the Customer shall reimburse Pingflow for the full value of the work performed up to the date of termination, as well as all costs and expenses reasonably incurred by Pingflow in connection with the performance of the contract.

7.3 Either party may terminate the contract, in writing and without notice, if the other party is in a state of bankruptcy or under judicial or amicable liquidation proceedings, or if the other party fails to perform its contractual obligations.

7.4 Pingflow may terminate the contract to the detriment of the customer if the latter fails to provide the information required in article 1 under the conditions specified in that article.

We also reserve the right to suspend or cancel the Services at any time, at our discretion, and without prior notice if you fail to comply with the Terms and Conditions of Use, or if you use the Services in a manner that may give rise to legal liability, disrupt the Services or interfere with others' use of the Services.

8. Distribution "Table" Powered by Baserow

Pingflow is an official partner of Baserow (distribution contract "value added reseller" dated 01/01/2023") and is authorized to integrate and distribute the "Table".

Baserow white-label solution under the name "TABLE".

BASEROW grants PINGFLOW a non-exclusive, worldwide license to sublicense the Baserow solution as set forth in the Distribution Agreement. Baserow is a publisher of an open-source, no-code database solution, enabling its customers to create a structured database, with different types of views, and to work collaboratively on it.

and integrate it with PINGVIEW to provide structured data sources for PINGVIEW wallboards. BASEROW B.V., is a private limited liability company organized and existing under the laws of the Netherlands, having its registered office at Koning Davidstraat 93, 1502 NX, Zaandam, registered under Chamber of Commerce No. 81129254. BASEROW owns all intellectual property rights and all other rights, titles and interests in and to the Baserow solution. The Baserow software is partly based on open source software. All content residing in the "docs/" directory of this repository is licensed under a "Creative Commons: CC BY-SA 4.0" license. It is available under the "MIT Expat" license as follows: Copyright (c) 2019-present Baserow B.V. For more information, see Baserow's [Terms of Service](#) 3.3.

"TABLE" Powered by Baserow is self-hosted in the Pingflow cloud.

Table users are subject to Baserow's [Terms of Service](#). Data management is specified in our Terms of Service and Privacy Policy.

The "table" solution powered by Baserow in "Enterprise Plan" provides a subscription to the customer in the form of a license. Paid users ("builder" and "editor" roles) and free users ("viewer" and "comment" roles) are available for access to the platform (see price list).

9. Hardware Distribution (Metropolitan France only)

Warranty

In addition to the legal warranty against hidden defects resulting from Articles 1641 et seq. of the French Civil Code, the products sold by Pingflow benefit from a manufacturer's warranty, exclusive of any other warranty, in particular that of results in meeting the customer's specific needs. If our

Should we be held liable as a result of the non-performance or improper performance of our contract, the total amount of compensation shall not, by express agreement, exceed an amount equal to the price of the goods which caused the damage.

Returns

Any claim for non-conformity or missing product upon delivery must be notified to us within 48 hours of receipt of the delivery note by registered letter with acknowledgement of receipt. After this deadline, the claim will no longer be taken into consideration and the customer will be solely responsible.

10. Rights and intellectual property

Pingflow holds the intellectual property rights to all the components of its Services that may be protected, including but not limited to the name of the Service, illustrations and user interface elements contained in the Service, functionalities and associated documentation. Pingflow holds the distribution and integration rights for the "Table" solution powered by Baserow (see paragraph 9.).

Pingflow does not claim any intellectual property rights over the content you upload or provide to the Service.

The customer is the owner of the deliverables supplied by Pingflow under the contract. Pingflow retains the right to use these deliverables free of charge.

You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile or disassemble any aspect of the Service.

Pingflow retains ownership of all written materials, including photographs, diagrams, models and computer programs developed in the course of executing the contract, which are not deliverables.

Each party retains its pre-existing intellectual property rights.

11. Liability and compensation

The Customer shall indemnify and hold Pingflow harmless from and against any and all losses, costs and liabilities arising out of or in connection with the non-performance by Pingflow of its obligations under this Agreement.

customer as referred to in the present conditions and the general conditions of use.

Each party shall indemnify the other against all losses, claims and debts arising from the performance of the assignment in the following cases:

- a) death or bodily injury of any of its employees, representatives or subcontractors,
- b) loss or damage to its property or that of its employees, representatives or subcontractors,
- c) all costs, losses or damages, direct or indirect, resulting therefrom.

In no event shall Pingflow be liable to the Customer for lost profits or revenues or for indirect, incidental, exemplary, special, punitive or consequential damages of any kind or nature and regardless of the form or cause of action, even if such damages are foreseeable or a party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, pingflow's liability for all incidents arising out of or relating to this Agreement shall in no event exceed in the aggregate the subscription fees paid by the Customer hereunder during the twelve (12) month period immediately preceding the date of the claim (or the average of the monthly fees paid if such period is less than twelve (12) months), regardless of the form of action or theory of liability.

Should either party become aware of an accident likely to give rise to a claim in accordance with the above indemnities, it shall immediately notify the other party.

12. Insurance

Each party undertakes to take out civil liability insurance covering the risks it incurs in the performance of the contract.

13. Force majeure

Neither party may be held liable if the non-performance of its obligation is due force majeure, i.e. an irresistible, unforeseeable event, in particular an act of war, natural disaster, fire, explosion or strike

The party affected by this event will notify the other party in writing without delay, specifying the estimated duration of the event.

14. Applicable legislation

In the event of a dispute relating to the interpretation, performance or supply of any obligation under this agreement, and in the absence of an amicable agreement between Pingflow and its customer, the dispute shall be submitted to the Lille Métropole court. This contract is governed by French law.

Contact

If you have any questions or requests, please contact us by e-mail at: contact@pingflow.fr

Terms of use

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TERMS AND CONDITIONS OF USE

1. Update

Pingflow reserves the right to update and modify the Terms of Use at any time without notice. All new features that extend or enhance the Service, including the release of new tools and resources, are subject to the Terms of Use. Your continued use of the Service following any such change constitutes your consent to such change.

The Terms of Use set forth the entire agreement between you and Pingflow with respect to the Service, and supersede all prior agreements between you and Pingflow (including, without limitation, any prior versions of the Terms of Use).

2. Service

Use of any of our Services constitutes acceptance by you and/or your affiliated organization of the terms of this agreement. You are authorized to use our Services only if you have the right and authority to do so on behalf of your organization.

Our Services are designed to enable :

- (i) store data that you have chosen to transfer to our databases and servers,
- (ii) connect data sources from your internal and external information systems, and add processing to them,
- (iii) create display and visual management screens from the data supplied, and
- (iv) publish these screens on display points defined in the solution

Pingflow is in no way responsible for the purchase or use of data provided by third parties, the use of data published for users or decisions or analyses made on the basis of such data, nor for the inaccuracy of data and calculations made using our platform. Our Services include functionalities that enable connection to data, websites, applications and Services belonging to third parties. Pingflow cannot be held responsible for the use of products provided by third parties and is not affiliated with any third parties.

Our Services allow the addition of external files such as documents and media (image, video, sound, etc.). You are solely responsible for the selection and use of such files and for complying with all copyright and other proprietary laws.

intellectual property. In case of infringement, you remain solely responsible.

Our Services allow the connection to existing data and the processing of this data. Pingflow cannot be held responsible for any loss of data and should not be considered or used as a backup solution for data.

Our Services include the use of external applications. Pingflow grants you a limited, non-exclusive, non-transferable and revocable license to use these applications with our Services. These applications are our intellectual property and you are not authorized to reverse engineer, decompile or analyze the use of these applications.

Our Services include the publication of posting points but must not be used for sending unsolicited messages ("spam") or for publishing illegal content or content that is not suitable for publication.

You understand that Pingflow uses third-party vendors and hosting partners to provide the hardware, software, information, storage and related technologies necessary to run the Service.

Pingflow is an official Baserow partner ("value added reseller" distribution contract dated 01/01/2023) and is authorized to integrate and distribute Baserow's white label solution under the name "TABLE". (see article 9 of the General Sales Conditions).

BASEROW B.V., is a private limited liability company organized and existing under the laws of the Netherlands, having its registered office at Koning Davidstraat 93, 1502 NX, Zaandam, registered with the Chamber of Commerce under No. 81129254. Table users are subject to Baserow's [Terms of Service](#). The Baserow Software is partly based on open source software. All content residing in the "docs/" directory of this repository is licensed under a "Creative Commons: CC BY-SA 4.0" license. It is available under the "MIT Expat" license as follows: Copyright (c) 2019-present Baserow B.V.

3. Terms of reference

"Wallboard:

A wallboard is a container that uses datasources, conditions and widgets to be distributed via display points. Each wallboard (presentation) can contain several slides, at the touch of a button.

PowerPoint style (within the recommended limit of **20** slides)

"Permanent display point":

Permanent display points represent all screens available simultaneously.

(1 permanent display point = 1 unique URL (link)). Each URL can contain one or more presentations, and can be displayed on one display point. Scroll times can be defined between each presentation. Schedules can also be created.

"Temporary display point":

The temporary display point can be subject to authentication (e.g. SSO) and requires reconnection after 10 min (to free the token in the event of inactivity).

"Datasource":

Data sources represent the various data sources that feed a wallboard. They can be linked to feeds (.csv / .xml / .json), Excel files or source processing (aggregation, calculations, filters, etc.). Each declared source can be used in several different wallboards (and counted as a single source).

"User":

Users are the people who have access to the PingView solution to design wallboards and/or connect data and/or manage the distribution of wallboards. Several types of access can be configured by administrators.

Storage

Storage lets you import media (photos, videos, sounds, PDF files, Excel) into PingView for direct use in wallboards. The standard storage limit is 2GB. Beyond that, a flat-rate charge of €100/GB/year will apply.

Global variable

The aim of the variables is to industrialize the creation of wallboards to facilitate volume deployment (scale) while limiting the specific aspect.

Pingpaas

PingPaaS is a communication portal that allows you to transfer your local SaaS data to PingView.

Pingplay

The Pingplay solution is a complementary platform to Pingview for remote management and administration of your screen park.

"Table powered by Baserow

BASEROW is a publisher of an open-source, no-code database solution, enabling customers to create a structured database, with different types of views, and to work collaboratively on it.

Within this framework, PINGFLOW is an official partner of Baserow and is authorized to integrate and distribute the BASEROW solution as a white label under the name "TABLE" and integrate it with PINGVIEW to feed structured data sources to the PINGVIEW wallboards.

"TABLE" Powered by Baserow is self-hosted in the Pingflow cloud.

Baserow [Terms of Service](#)

4. Customer systems

The Customer is responsible for the provision and management of all telecommunications lines, Internet connections or other facilities, software, hardware, mobile devices or equipment necessary for the use of the Software Services ("Customer Systems"). The Customer shall, at its own expense, acquire, install and maintain the Customer Systems in accordance with the recommended technical requirements for the Software Services, as more fully described in Pingflow's Acceptable Use Policy.

Desktop Web application - Web browsers supported:

- Google Chrome: versions >= 80
- Mozilla Firefox: versions >= 77
- Microsoft Edge: versions >= 86.0.622

Pingflow strongly recommends using a device with a desktop browser for factory screens or equipping them with Pingbox.

URL whitelisting

The following URLs must be whitelisted to ensure that Pingflow works correctly:

- *.pingview.io
- *.pingflow.io
- *.pingflow.fr

Please note that all network communications are via HTTPS protocol and WebSocket Secure (WSS) on port 443. Pingflow uses this IP range for outgoing communications (to be declared in your firewalls if necessary): 20.199.56.128/28 (20.199.56.128 - 20.199.56.143)

5. Acceptable Use of Service

You agree not to abuse our Services and applications.

You agree not to resell, copy, reproduce, or exploit any portion of the Service without the express written permission of Pingflow.

The following activities are not permitted and are grounds for immediate revocation of access without monetary compensation or prior warning:

- a. Attempt to test or penetrate any of our servers, databases or application code;
- b. Remove or bypass security devices, processes and authentication logic;
- c. Disrupt the operation of any or all of our hosted servers through frequent and repeated access to any or all ports;
- d. Access or modify application code, server-side or client-side;
- e. Assume the identity of other users without their authorization, or access any area of the platform to which access is prohibited or reserved;
- f. Use our Services to distribute applications containing viruses, spam, malware or;
- g. Use our publishing features for illegal purposes, including the distribution of fraudulent content, deception, counterfeiting, copyright infringement, pornography, distribution of content inciting violence, religious, ethnic or racial hatred, or any other inappropriate content or information;

6. Commitment to availability and performance

For Cloud hosting in Europe (France), our commitments cover :

- Uptime: 99% (outside authorized maintenance range)
- GTI (Guaranteed Intervention Time): 4H during working hours
- GTR (Guaranteed Recovery Time) 6H during working hours

GTI and GTR can also cover on-call duty if provided for in the contract.

Opening hours: 9 a.m.-5 p.m. Monday-Friday excluding public holidays and holiday periods

Backups: daily over 10 rolling days Support: according to service time credit

remaining - otherwise invoiced in accordance with the rates set out in the general terms and conditions of sale

Ticket: if you subscribe to a support offer, tickets are processed within 48 hours.

The solution's performance commitments are based on compliance with usage conditions. Refreshing datasources by less than 10 seconds can cause of latencies depending on the external services used.

The global variable is defined by the user and can only receive specific content for a single use. A wallboard can contain up to 50 slides.

The platform provides for manual export of the user's wallboard in .Pingview

A "[status](#)" web page provides a real-time view of platform activity, incidents and scheduled maintenance.

7. Database no-code Table by Baserow

The "TABLE" Powered by Baserow solution is self-hosted in the Pingflow cloud. Pingflow is an official partner of Baserow ("value added reseller" distribution agreement dated 01/01/2023) and is authorized to integrate and distribute Baserow's white label solution under the name "TABLE". Baserow owns all intellectual property rights and all other rights, titles and interests in and to the Baserow solution [Terms of Service](#). The Baserow Software is partly based on open source software. All content residing in the "docs/" directory of this repository is licensed under a "Creative Commons: CC BY-SA 4.0" license. It is available under the "MIT Expat" license as follows: Copyright (c) 2019-present Baserow B.V.

Customer data hosting :

Customer data will be hosted in accordance with Pingflow's Privacy Policy.

Customer data security:

Pingflow will maintain for the duration of the term technical and organizational measures to ensure the security and safeguarding of Customer data, including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration in accordance with Pingflow's security policy.

8. Termination of service

The following provisions of this Agreement shall survive termination of the Agreement for whatever reason:

- a. The articles above;

b. Payment obligations of customers incurred prior to cessation; and

c. any other provision of this Agreement which must endure in order to fulfill its essential function.

We reserve the right - at our sole discretion - to decide whether or not to allow you to register for our services, renew your subscription, change your subscription plan or use our services.

9. Warranty and Limitation of Liability

Services are provided on an "as is" and "as available" basis. Limitations on capacity and/or functionality may change at any time without notice. Pingflow makes no express or implied warranties of any kind, including, without limitation, warranties of merchantability or fitness for a particular purpose. No communication between the Customer and Pingflow, whether written or oral, shall be deemed a warranty or in any way modify or limit any disclaimer of warranty or limitation of liability set forth in this Section or elsewhere in this Agreement. In no event shall Pingflow be liable for lost profits or other indirect, special, exemplary, incidental or consequential damages or compensation or insurance costs arising out of or in connection with this Agreement or the use or inability to use the Service. Pingflow's liability for damages, losses or causes of action, whether in contract or tort, jointly or severally, shall in no event exceed the total amount paid by the Customer to Pingflow in the twelve (12) months prior to the injury or damages claimed. (See Terms and Conditions 11.)

Pingflow shall not be liable for any claim or loss resulting from breaches of security, exposure of sensitive or private data (except to the extent that applicable law prohibits limitation of such liability), or loss of data or loss of access to data.

Pingflow is not responsible for the accuracy, truthfulness, or validity of the data entered by the customer or provided by the Service. Pingflow cannot be held responsible for any interruptions to the Service.

or delays in the transmission of the Service caused by force majeure, acts of terrorism, fire, water damage, riots, government actions, actions or omissions on the part of one or more Internet backbone providers, or any other cause beyond Pingflow's control.

The Customer's sole and exclusive remedy for dissatisfaction with the Service or with Pingflow's terms, conditions, rules, policies, guidelines or practices is to discontinue using the Service.

Customer acknowledges and agrees that Pingflow has set its prices and entered into this Agreement in reliance on the limitations and exclusions of liability and disclaimers of warranty set forth in this section and elsewhere in this Agreement, (collectively, the "Limitations"), and that Limitations form an essential basis of the transaction between Pingflow and Customer. The Limitations shall survive and remain valid even if the Customer's remedy set forth in this Agreement has failed of its essential purpose.

10. Personal data processing and privacy policy

See Pingflow's Privacy Policy / DPA

Contact

If you have any questions, queries or complaints, please contact us by e-mail at: contact@Pingflow.fr

Terms of use

Pingflow SAS

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