

# INFOAKTIV APPSTORE CONDITIONS OF USE

## OVERVIEW

The InfoAktiv-AppStore is a web-based service to put InfoAktiv customers who need content for their displays in touch with others who may be able to provide it.

The nature of this relationship is that InfoAktiv is an agent acting on behalf of the providers of content. All contracts are between the provider of the content and the customer receiving it.

InfoAktiv does its utmost to verify the quality, accuracy and legality of what is offered on the AppStore but does not offer any warranties or accept any liability whatsoever relating to content or how it is used.

InfoAktiv provides the InfoAktiv-AppStore Services to you subject to the conditions set out on this page.

## CONDITIONS OF USE

Please read these conditions carefully before using the InfoAktiv AppStore. By using InfoAktiv Services, you signify your agreement to be bound by these conditions. We offer a wide range of software and services, and sometimes additional terms may apply. When you use an InfoAktiv Service or web site you will also be subject to the terms, guidelines and conditions applicable to that InfoAktiv Service. If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

The Terms apply to all users of the Service, including users who are also contributors of Content, on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials publicised on, or accessed through the Service.

### 1 PRIVACY

Please review our [Privacy Policy](#) which also governs your use of InfoAktiv Services, to understand our practices.

### 2 ELECTRONIC COMMUNICATIONS

When you use any InfoAktiv Service or send emails to us, you are communicating with us electronically. We will communicate with you by e-mail. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

### 3 USING CONTENT FROM THE INFOAKTIV APPSTORE, COPYRIGHT, AUTHORS' RIGHTS AND DATABASE RIGHTS

By using content that is provided by the InfoAktiv AppStore you accept the terms of use stipulated by the copyright owner and supplier of that content.

You may only use content offered on the AppStore as directed on the product listing. If in doubt contact InfoAktiv or the supplier of that content. Most InfoAktiv content is designed to be customer-editable, but you must work within any constraints stipulated by the owner and provider of that content.

All content included in or made available through any InfoAktiv Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of InfoAktiv or its content suppliers and is protected by UK and international copyright, authors' rights and database right laws. The compilation of all content included in or made available through any InfoAktiv Service is the exclusive property of InfoAktiv and is protected by UK and international copyright and database right laws.

You may not extract and/or re-utilise parts of the content of any InfoAktiv Service without our express

written consent. You may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the content of any InfoAktiv Service, without our express written consent. You may also not create and/or publish your own database that features substantial parts of any InfoAktiv Service (e.g. our prices and product listings) without our express written consent.

#### **4 LICENCE AND ACCESS**

Subject to your compliance with these Conditions of Use, general and specific terms applicable to items provided by the AppStore and your payment of any applicable fees, InfoAktiv or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make use of the InfoAktiv Services and content that you obtain from the AppStore. This licence does not include any resale or onward distribution of any InfoAktiv Service or AppStore content; use on anything other than an InfoAktiv system, any collection and use of any product listings, descriptions, or prices; any derivative use of any InfoAktiv Service or AppStore content; any downloading or copying of information for the benefit of a third party; or any use of data mining, robots, or similar data gathering and extraction tools.

All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by InfoAktiv or its licensors, suppliers, publishers, rights holders, or other content providers. No content, InfoAktiv Service, nor any part of any content or InfoAktiv Service, may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any purpose without the express written consent of InfoAktiv or the relevant content owner. You may not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of InfoAktiv or a content provider without our express written consent. You may not use any meta tags or any other "hidden text" utilising InfoAktiv's names or trademarks without our express written consent.

You may not misuse the InfoAktiv Services. You may use the InfoAktiv Services only as permitted by law. The licenses granted by InfoAktiv and our content providers terminate if you do not comply with these Conditions of Use or any Service Terms.

#### **5 TRADEMARKS**

In addition graphics, logos, page headers, button icons, scripts, and service names included in or made available through any InfoAktiv Service are trademarks or trade dress of InfoAktiv or its content suppliers. InfoAktiv's trademarks and trade dress may not be used in connection with any product or service that is not InfoAktiv's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits InfoAktiv. All other trademarks not owned by InfoAktiv that appear in any InfoAktiv Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by InfoAktiv.

#### **6 USE OF INFOAKTIV SERVICES**

You must not use any InfoAktiv Service: (i) in any way that causes, or is likely to cause, any InfoAktiv Service, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety.

We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Conditions of Use or any other applicable terms and conditions, guidelines or policies.

#### **7 LINKS FROM INFOAKTIV OR FROM INFOAKTIV APPSTORE CONTENT**

The AppStore and content therein may include hyperlinks to other web sites that are not owned or controlled by InfoAktiv. InfoAktiv has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.

You acknowledge and agree that InfoAktiv is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

You acknowledge and agree that InfoAktiv is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance

placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## **8 SUBMITTING CONTENT**

You may submit content and other communications, suggestions, ideas, comments, questions or other information, as long as it is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin content. We reserve the right (but not the obligation) to remove or edit such content. If you believe that any content on or advertised for sale on any InfoAktiv Service contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on any InfoAktiv Service, please notify us by email to [appstore@infoaktiv.com](mailto:appstore@infoaktiv.com) and we will respond.

If you post content or submit material, and unless we indicate otherwise, you grant: (a) InfoAktiv a non-exclusive, royalty-free and fully sublicensable and transferable right to market, demonstrate, distribute, and display such content throughout the world on your behalf; and (b) InfoAktiv, its sublicensees and transferees the right to use the name that you submit in connection with such content, if they choose. No moral rights are assigned under this provision.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify InfoAktiv for all claims brought by a third party against InfoAktiv arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content arising out of or on the grounds of, or originating from the content that you have communicated to us.

## **9 INTELLECTUAL PROPERTY CLAIMS**

InfoAktiv respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please notify us by email to [appstore@infoaktiv.com](mailto:appstore@infoaktiv.com).

## **10 OTHER BUSINESSES**

Parties other than InfoAktiv provide services, or sell product lines on this website. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their websites. InfoAktiv does not assume any responsibility or liability for the actions, product, and content of all of these or any other third parties. You can tell when a third party is involved in your transactions, and we may share your information related to those transactions with that third party. You should carefully review their privacy statements and other conditions of use.

## **11 INFOAKTIV'S ROLE**

InfoAktiv allows third party sellers to list and sell their products through InfoAktiv-AppStore.com. In each such case this is indicated on the respective product detail page. While InfoAktiv as a platform provider helps facilitate transactions that are carried out on the InfoAktiv platform, InfoAktiv is neither the buyer nor the seller of the seller's items. InfoAktiv AppStore provides a facility for sellers and buyers to negotiate and complete transactions. Accordingly, the contract formed at the completion of a sale for these third party products is solely between buyer and seller. The seller is ultimately responsible for the sale of the products and for dealing with any buyer claims or any other issue arising out of or in connection with the contract between the buyer and seller.

## **12 OUR LIABILITY**

We will do our utmost to ensure that availability of the InfoAktiv Services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to InfoAktiv Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

InfoAktiv will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

### **13 APPLICABLE LAW**

These conditions are governed by and construed in accordance with the laws of England, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. We both agree to submit to the non-exclusive jurisdiction of the courts of England.

### **14 ALTERATIONS TO SERVICE OR AMENDMENTS TO THE CONDITIONS OF USE**

We reserve the right to make changes to any InfoAktiv Services, policies, terms and conditions including these Conditions of Use, at any time. You will be subject to the terms and conditions, policies and Conditions of Use in force at the time that you use the InfoAktiv Services. If any of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

### **15 WAIVER**

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Use.

### **16 CHILDREN**

We do not represent products for purchase by children. We represent children's products for purchase by adults. If you are under 18 you may use the InfoAktiv Services only with the involvement of a parent or guardian.

### **17 NOTICE AND PROCEDURE FOR MAKING CLAIMS OF RIGHT INFRINGEMENTS**

If you believe that your rights are being infringed, you may inform us by email to [appstore@infoaktiv.com](mailto:appstore@infoaktiv.com). We respond expeditiously to rights owners and their agents who contact us to communicate concerns about any alleged infringement.

Upon receipt of such an email we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defences, all of which are expressly reserved. Furthermore, in submitting an email, you grant to InfoAktiv the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the email or information in it to the parties involved in the provision of the allegedly infringing content. You agree to indemnify InfoAktiv for all claims brought by a third party against InfoAktiv arising out of or in connection with the submission of said email.

**Note on Third Party Seller Listings:** Please keep in mind that Third Party Seller listings are merely hosted on InfoAktiv.com and are posted at the direction of Third Party Sellers who may also be contacted directly.

**Important Warning:** giving false, misleading or inaccurate information to InfoAktiv may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

## 18 NOTICE AND PROCEDURE FOR NOTIFYING INFOAKTIV OF DEFAMATORY CONTENT

It is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, we operate on a "notice and action" basis. If you believe that any content on or advertised for sale on, the website contains a defamatory statement, please notify us immediately by emailing [appstore@infoaktiv.com](mailto:appstore@infoaktiv.com).

**Important Warning:** giving false, misleading or inaccurate information InfoAktiv may result in civil and/or criminal liability.

## 19 CUSTOMS

When ordering products for delivery outside of the EU you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from InfoAktiv or its content providers, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

## 20 ENDING YOUR RELATIONSHIP WITH INFOAKTIV

The Terms will continue to apply until terminated by either you or InfoAktiv. If you want to terminate your legal agreement with InfoAktiv, you may do so by notifying InfoAktiv at any time. Your notice should be sent, by email, to [appstore@infoaktiv.com](mailto:appstore@infoaktiv.com).

InfoAktiv may terminate its legal agreement with you at any time if:

You have breached any provision of the Terms of this agreement with InfoAktiv or terms relating to any individual items of content. (Or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or InfoAktiv is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful).

InfoAktiv may terminate its legal agreement with you if:

InfoAktiv is transitioning to no longer providing the Service to users in the country in which you are resident or from which you use the Service or the provision of the Service to you by InfoAktiv is, in InfoAktiv's opinion, no longer commercially viable.

When these Terms come to an end, all of the legal rights, obligations and liabilities that you and InfoAktiv have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions shall continue to apply to such rights, obligations and liabilities indefinitely.