

ARTPLAYER
CUMEDIN APS

GENERAL LICENSE CONDITIONS - ArtPlayer	
<p>1. Object</p> <p>These license conditions ("the Conditions") are applicable for any use of the product ArtPlayer and any other ArtPlayer or products, produced and/or sold by Cumedin ApS. ArtPlayer is developed and owned by Cumedin. ArtPlayer is sold through resellers, who have limited possibilities of deviating from these Conditions. If a required use of ArtPlayer is incompatible with the Conditions the required use shall be agreed in writing and accepted by Cumedin.</p>	<p>ArtPlayer and the feed generated can be executed on multiple players. A player shall be defined as a PC, media player, projector, photo frame or the like that powers the content. Each player can power up to two screens. If a digital signage network is powered by a video distribution system a player license is required for every two screens. The feed bears a discrete watermark showing the origin of ArtPlayer. This watermark is not to be deleted, blurred, retouched or in any other way be removed, thus making it impossible to determine the origin of the feed as ArtPlayer. It is forbidden to make ArtPlayer an object of de-compilation, reverse engineering or any other kind of technical study in order to uncover the basic techniques and ideas of ArtPlayer.</p>
<p>2. Accept and changes</p> <p>The Conditions are intended to be forwarded to the end-user by e-mail and shall be accepted in connection with every purchase of ArtPlayer. Cumedin, however, reserves the right to change the Conditions with the at any time current notice, however, excluding existing license users if the change in Conditions restrains the future use compared to the Conditions valid on the time of purchase.</p>	<p>5. Responsibility</p> <p>Cumedin guarantees that ArtPlayer can be used in accordance with the purpose and the product sheets and instructions given to the end-user. In case of ArtPlayer's failure to function as expected by the end-user, the end-user shall inform Cumedin directly in order to have the default rectified. Cumedin is thus entitled and obliged to rectify the default. The end-user cannot maintain any other remedies for breach than the obligation to rectify and claim for damages. The end-user's claim for damages cannot exceed an amount equal to the amount paid by the end-user to reseller for use of ArtPlayer for one year.</p>
<p>3. Fees</p> <p>The use of ArtPlayer posits payment of a fee to Cumedin. The reseller charges the fee and settles with Cumedin, which internal transaction thus is irrelevant for the end-user.</p>	<p>6. Termination</p> <p>By payment and accept of the Conditions the end-user obtains the right to use ArtPlayer for a period as agreed with reseller and normally 1, 2 or 3 years. During this period the license agreement cannot be terminated. If, however, the end-user uses ArtPlayer against the Conditions or laws in force and thus violates the rights of Cumedin, Cumedin is entitled to terminate the end-user's right of use with immediate effect.</p>
<p>4. Rights</p> <p>Each and any right to ArtPlayer and the associated components, including generated feed, belongs to Cumedin and can only be used in accordance with these Conditions. The end-user only obtains a non-exclusive and non-transferable right to use ArtPlayer in connection with the running of the end-user's usual business. ArtPlayer can thus not be sold, transferred, given away or in any way be passed to another user or owner. However, ArtPlayer can be included as a part of a wholly or partly business transfer. The use of ArtPlayer is personal for the person registered in connection with the purchase. ArtPlayer and the feed generated can only be used for digital signage and on basis of the configuration possibilities as described in the general information. ArtPlayer and the feed generated can especially not be used to or be resold as such as individual pictures, print outs, posters, stickers etc.</p>	<p>7. Mediation and venue</p> <p>The parties are obliged to seek any dispute arising between the end-user and Cumedin settled through mediation. If not possible the dispute is to be settled by the Court of Aalborg, which is the venue of Cumedin.</p>