Terms of use easyDAM.ch

General Terms

1. All users must be at least 18 years old.

2. brix cross media is not responsible for the security of your credentials (username and password). All users are responsible for the choice and the protection of their credentials. Should a user notice any unauthorized access, it is his responsibility to inform brix cross media thereof. brix cross media may not be held liable for any damages that may have been caused by the unauthorized use of the credentials.

3. All users are liable for the usage the account using their credentials. This applies especially for all data that is uploaded, downloaded or shared via PIN-Code. Every access that is performed with authentication (username and password) is registered and is considered use by an authorized user.

4. Credentials are personal and may not be shared. Every account may only be used by one registered user.

5. When using easyDAM.ch, you as an account holder accept that data of all easyDAM.ch customers is stored in one single DAM system. Therefore you accept that the individual accounts are only separated by CELUM's roles and permission concept. During setup of a new account, brix cross media undertakes everything to separate the accounts and to setup the system so that they remain separated. Nevertheless, if despite our efforts assets of other accounts become visible for whatever reason, brix cross media disclaims all liability. Users are obliged to report such findings immediately.

6. In order to use easyDAM.ch you have to provide your name, e-mail address and other required information. You, as the owner of the account, agree to provide truthful information about you or your organization and to not use other identities. brix cross media reserves the right to terminate your account immediately if this clause is breached.

7. All users are obliged to uphold local, national and international laws related to the use of the provided services. No applicable provision can be violated. In particular, it is forbidden to upload any data that violate laws or offend good taste, manners or customs. Explicitly forbidden are violence, pornographic or obscene content, incitement to violence and racially discriminatory content. brix cross media reserves the right to remove such content and terminate the associated accounts if content of that nature is discovered.

8. All users are required to adhere to the ethical and generally accepted rules of interaction on the Internet (Netiquette) and agree to not use these services for SPAM, the spreading of viruses, trojans, worms or other files or programs that limit the functionality of these services.

9. As the holder of the account, you are liable for all content that is offered via your sub-domain. You must be in possession of the necessary rights and are obliged to ensure that all users of the services are informed about the Terms of Service. You are fully responsible for all data managed in your account, as well as any third-party claims (data protection, copyright, trade secrets, trademark rights, etc.). You agree to indemnify brix cross media and its employees from any legal claims.

10. The subleasing of the provided services is prohibited.

11. brix cross media may change, interrupt of terminate the service at any time without prior notice. brix cross media may also reject your registration without providing any reason.

12. When using easyDAM.ch, brix cross media is obliged to create daily backups (files and metadata) and make them available for 30 days.

13. If you don't want to use easyDAM.ch anymore or delete your account, all data will be deleted from the servers automatically and immediately.

14. It is forbidden to reverse engineer (also in part) or to use crawlers, spiders or any other software for automated access to any kind of information that is provided by the service.

15. You acknowledge, understand and agree that we cannot guarantee the security of data transmitted via the Internet. Any transmission of data when using the service occurs at your own risk.

16. You acknowledge, understand and agree that brix cross media offers the service "as is" and "as available", without any guarantee or warranty, expressed or implied. There is no legal entitlement to the availability, accuracy, performance, etc., nor that the services meet the user's needs.

17. As the holder of the account, you agree to receive all correspondence incl. bills via e-mail to the registered address.

18. Obligations arising from the use of the service may not be transferred to any other person. The holder of the account is always liable.

19. These provisions are subject to Swiss law. In case of disputes the German version of the Terms of Service is legally binding. The only jurisdiction is Arlesheim/BL.

Terms of payment / invoicing

1. With the date of the order of easyDAM.ch the usage begins.

2. Invoicing is always carried out in advance for the next year. **Bills are only delivered electronically as PDF via e-Mail and are to be paid within 30 days net.**

3. If bills are not paid in full within 45 days, the account will be blocked automatically. If the bill is still not paid within 60 days, the account will be deleted, including all data.

4. The current prices are published in CHF and EUR (excl. VAT) on the website. Changes will be communicated at least 30 days in advance via e-mail and are only applicable to the next accounting period.

5. The desired usage (Number of users, activated modules, storage) may be changed at any time by the holder of the account via e-mail to support@easyDAM.ch. Upgrades are effective immediately and will be invoiced pro rata temporis. Downgrades have to be announced until 30 days before the expiry of the current period, to take effect for the next accounting period.

6. Payments made will not be refunded. You may terminate the service via E-Mail to register@easydam.ch before the end of the accounting period. There is no refund for accounting periods that have already started.

Support

We offer support for easyDAM.ch according to our price list. Because of the numerous possibilities offered by easyDAM.ch, we recommend our 10-hour support package at least. Support packages may be ordered for a one year period and can be adapted annually.

You can send your requests or disturbance messages any time via e-mail to support@easyDAM.ch.