

Use of the Website

Terms of Use of the Website

1. SUBJECT OF THE TERMS OF USE

The present terms of use (the "Terms of Use") regulate the use of (including the mere access to) the web pages that comprise of any of the websites that SALTO Systems, S.L. ("SALTO") makes available to Internet's users (each one individually "Website").

SALTO's Group is formed by different entities and branches (" Group Entities" or "SALTO Group Entities") located in different countries where SALTO's Group has direct presence, which can be consulted at <https://www.saltosystems.com/en/quick-links/salto-systems-offices/>.

The use of the Website grants the condition of user of the Website (the " User") and involves the full and unreserved acceptance by the User of all the terms and conditions of these Terms of Use. If Users do not agree with the provisions of these Terms of Use, they shall refrain from visiting or using the Website.

All Users who access the Website agree to be bound by the content of these Terms of Use in force at any time when they access the Website. Users must therefore read these Terms of Use carefully each time Users intend to use the Website, since both the Website and the use conditions set forth in these Terms of Use may suffer modifications.

Some services or features of the Website, accessible to Internet users or exclusive to SALTO's clients, or Group Entities' clients, may be subject to particular conditions (the "Particular Conditions") that, in its case, may supersede, supplement and/or amend these Terms of Use and that must be accepted by Users before the provision of the relevant service begins (pursuant to the terms set forth therein).

2. USE AND LIABILITIES

The access to and use of the Website shall be free of charge unless provided otherwise in the Particular Conditions, without prejudice to the connection charge that Users pay to access the corresponding telecommunications network.

Users are aware and voluntarily and expressly accept that they use the Website in all cases under their sole and exclusive responsibility.

User agrees to use the Website correctly in conformity with the law and with these Terms of Use.

Users undertake not to engage in any conduct when using the Website that could harm the image, interests or rights of SALTO, Group Entities or of third parties, or that could damage, disable or overload the Website, or that could in any form impede the normal use of the Website. In particular, among others, User undertakes to:

- Provide true information about the data requested in the forms given by SALTO for accessing to certain contents or services offered by the Website and to keep them updated. Without prejudice to any other rights SALTO may be entitled to, in case the data provided by the User are false, inaccurate or misleading, SALTO shall be entitled to deny or suspend access to the Website.
- Refrain from introducing, storing or disseminating through the Website any program, data, virus, code or any electronic or

physical device that may cause damage to the Website, to the services, to the equipment, the systems or to networks of SALTO or its Group Entities, of any User or of any other third party.

- Refrain from altering, copying, downloading, decompiling, reverse engineering, granting licenses, leasing, selling or imitating the Website, its content or its base software.
- Refrain from introducing, storing or disseminating through the Website any content which may infringe third parties' rights and any content the User is not entitled to make available to third parties (subject to the applicable legislation).
- Refrain from unauthorized access to any section of the Website, to other systems or networks connected to the Website, to any SALTO server or any Group Entities', or to the services offered through the Website, by means of hacking or forgery, password extraction or any other illegitimate means.
- Refrain from violating, or attempting to violate, the security or authentication measures of the Website or any network connected to it, or the security or protection measures inherent to the contents offered on the Website.
- Refrain from carrying out any action that causes a disproportionate or unnecessary saturation in the infrastructure of the Website or in the systems or networks of SALTO or of its Group Entities, as well as the systems and networks connected to the Website.

In any event, SALTO, or any of the Group entities, shall not be responsible for the use the User may make of the Website or of its content. User will be liable towards SALTO, and the Group Entities, or towards third parties for any loss or damage that may be caused as a result of the breach of these use obligations (including, without limitation, use infringing third parties' intellectual and industrial property rights).

SALTO implements reasonably appropriate security measures to identify the existence of viruses, worms or any other malicious software. Notwithstanding this, Users must be aware that the security measures for computer systems on the Internet are not entirely reliable and that SALTO, or its Group Entities, cannot therefore guarantee the non-existence of viruses or other elements that could cause alterations to Users' computer systems (software and hardware) or electronic documents and the files contained in them. User is responsible in all cases for having available adequate tools for detecting and disinfecting malicious software. SALTO, or any of its Group Entities, is not liable for any damage to the systems, hardware or software of Users or of third parties during the provision of the access or use services of the Website.

Access to the Website requires services and supplies from third parties, including transmission through telecommunications networks, the reliability, quality, continuity and functioning of which are not the responsibility of SALTO, nor of any of its Group Entities. Accordingly, services provided through the Website may be suspended, cancelled or blocked. SALTO is not responsible, neither its Group Entities, from any loss or damage of any kind that User may suffer as a consequence of telecommunications network failures or disconnections that cause the suspension, cancellation or interruption of the service of the Website.

Nevertheless, SALTO declares that it has taken all necessary measures, within its capabilities and the state of the art, to ensure the operation of the Website.

SALTO reserves its right to interrupt access to the Website at any moment, without any prior request being necessary, for technical, security, control or maintenance reasons, for electric supply failure or any other different cause.

3. INTELLECTUAL AND INDUSTRIAL PROPERTY

All content of the Website, which is understood to include but not be limited to text, photographs, graphics, images, icons, technology, software, links and other audiovisual or audio content, as well as their graphic design and source codes (the "Content"), is the intellectual or industrial property of SALTO, of its Group Entities or of third parties.

The User is exclusively authorized to view the Contents of the Website. In no case, industrial or intellectual property rights (including exploitation rights recognized by the intellectual property legislation in force) can be deemed to have been granted or licensed to User except for such content as is strictly necessary for the use of the Website subject to the provisions of these Terms of Use.

Users are strictly prohibited from engaging in the reproduction, transformation, distribution, public communication, publication, extraction, reuse, forwarding or use of any nature, by any means or procedure, of any Content or element of the Website, except as expressly authorized by SALTO in writing.

Users must refrain from obtaining or attempting to obtain the Content by any means or procedures other than those which have been made available to them or indicated for such purpose or which are commonly used on the Internet (provided that the latter does not imply a risk of harming or disabling the Website). Users must at all times respect all the intellectual and industrial property rights existing over the Website, whether held by SALTO, Group Entities or by third parties.

The trademarks, trade names or distinctive signs are the property of SALTO, of Group Entities or third parties, and access to the Website cannot be deemed to attribute any right to such trademarks, trade names and/or distinctive signs. Consequently, references to trademarks, trade names or distinctive signs, whether owned by SALTO, Group Entities or third parties, carry an implicit prohibition on their use without the consent of SALTO or its legitimate owners.

Also, it is prohibited to remove or manipulate the indications of copyright or other credits that identify the owners of rights of the content that the User finds on the Website, as well as any protection mechanism or information incorporated into the contents offered on the Website.

4. CONTENT

SALTO seeks to procure that the Content of the Website is of the highest possible quality and reasonably up-to-date, but it does not guarantee its usefulness, accuracy, completeness, relevance or that it is up-to-date. The Content displayed in and/or downloaded the Websites are for illustrative purposes and shall be considered as no-binding approximate indications only. Accordingly, SALTO assumes no liability whatsoever as a result of any incomplete or incorrect information shown to or obtained by the User through the Website.

User undertakes to use the Content of this Website in conformity with the law and with these Terms of Use, as well as with the Particular Conditions that may eventually apply pursuant to the provisions of section 1.

SALTO will not be responsible for any damage or harm that may arise from the use of the contents by the Users or from the breach by the Users of any legal provision in force.

Should the User become aware of the existence of any unlawful or illegal content, contrary to the law or which may involve an infringement of intellectual and/or industrial property rights, he/she must immediately notify SALTO via the email address indicated at the beginning of these Terms of Use so that SALTO may take the appropriate measures.

Likewise, if any User or third party considers that any of the contents of the Website owned by SALTO violates their intellectual property rights and / or industrial and any other rights, must send a communication to the email address listed at the

beginning of these Terms of Use with the following information:

- Identifying and contact details of the claimant or its legal representative.
- Document or documents proving your status as owner of the rights allegedly infringed.
- Detailed description of the rights allegedly infringed by SALTO, as well as their exact location within the Website.
- Express declaration by the claimant that the use of the contents has been made without the consent of the owner of the rights allegedly infringed.

For the avoidance of any doubt, any information contained in the Website or the documents downloaded from any of them do not constitute an offer of SALTO to the User, neither shall it be interpreted as the assumption by SALTO of any contractual obligation whatsoever.

For obtaining complete information about the SALTO's products and services and/or a commercial offer, please contact with the local authorized dealer or SALTO office.

5. LINKS

5.1 Links to the Website

Users and, in general, any legal or natural person intending to provide a hyperlink or technical link device (e.g. text links or buttons) from their website to the Website (the "Hyperlink") must obtain [prior written authorization from SALTO](#).

Even when SALTO has given its express prior written authorization to do so, the creation of the Hyperlink in no case shall imply the existence of any relationship between SALTO, or its Group Entities, and the owner of the website or web page where the Hyperlink is created, or the acceptance or approval by SALTO of its content or services. Under no circumstances will it be stated on the website where the Hyperlink is located that SALTO has consented to the insertion of the Hyperlink, or otherwise sponsors, collaborates with, verifies or supervises the services of the website where the Hyperlink appears.

In any event, SALTO reserves the right to prohibit or disable at any time any Hyperlink to the Website, particularly in circumstances involving unlawful activity or content on the website where the Hyperlink has been inserted. In this sense, SALTO does not have the capacity, human or technical means to control all information, content, products or services provided by other websites that have established any Hyperlink to the Website. SALTO does not assume any type of responsibility for any aspect related to the web page which establishes this Hyperlink, specifically, but not limited to, its operation, access, data, information, its own links and/or any of its contents in general.

5.2 Linked sites from the Website

This Website makes available to Users, solely for searching and accessing information, content and services that are available on the Internet, hyperlinks or technical link devices (e.g. text links or buttons) that enable Users to access Internet sites or portals belonging to or managed by third parties (the "Linked Sites").

SALTO offers the link to the Linked Sites for the User's comfort. SALTO does not offer or market, on its own behalf or on behalf of third parties, the information, content and services available on the Linked Sites, nor does it approve, supervise or control in any way the content and services or any material of any nature existing on the Linked Sites. Users assume entire and exclusive responsibility for browsing such sites. It is the User's responsibility to read and accept the terms of use and the privacy policies published on such Linked Sites.

SALTO shall withdraw any link to Linked Sites when it becomes aware that the Linked Sites refer to web pages whose contents or services are illicit, breach third parties' goods or rights, are harmful, contrary to morality or good conduct (denigrating, violent, racist, pornographic, etc.).

Likewise, in case the User becomes aware that the Linked Sites refer to web pages whose contents or services are illicit, breach third parties' goods or rights, are harmful, contrary to morality or good conduct (denigrating, violent, racist, pornographic, etc.), the User may contact SALTO indicating at least (i) his/her identification data (name, address, telephone and email), (ii) the description of the facts evidencing unlawfulness or inadequacy of the Linked Site and, (iii) in case of breach of third parties' goods or rights, the identification of the holder of such breached goods or rights, if different from the sender of the communication.

The receipt by SALTO of such communication shall in no event involve the effective knowledge of the activities or contents referred by the sender in his/her communication, for the purposes set forth in Act 34/2002, of July 11, on information society services and electronic commerce, as well as in any other equivalent jurisdiction that may eventually apply.

6. PERSONAL DATA PROTECTION

The User may consult information relating the persona data processing that SALTO may carry out in the Privacy Policy <https://www.saltosystems.com/es/legal/privacy-policy/>.

7. GENERAL INFORMATION

The headings of the different clauses are only informative, and will not affect, qualify or extend the interpretation of these Terms of Use. SALTO may modify the terms and conditions stipulated herein, publishing any change in the same form in which these Terms of Use appears or through any type of communication addressed to Users.

The temporary validity of these Terms of Use coincides, therefore, with the time that it is displayed on the Website, until it is modified in whole or in part. From this moment on, the modified Terms of Use will come into effect.

Without prejudice to the provisions of the Particular Conditions that may be established, SALTO may terminate, suspend or interrupt, at any time and without notice, access to the contents of the Website, without the possibility for the User to claim any compensation. After said extinction, the prohibitions of use of the contents previously exposed in the present Terms of Use will continue to be in force.

In the event of any discrepancy between the provisions of these Terms of Use and the Particular Conditions that may be established on the Website, the provisions of the latter shall prevail.

Should any provision of these Terms of Use be declared null or unenforceable, in whole or in part, by any Court, Tribunal or competent administrative body, such nullity or unenforceability shall not affect the remaining provisions of these Terms of Use.

SALTO's failure to exercise or enforce any right or provision contained in these Terms of Use shall not constitute a waiver thereof, unless acknowledged and agreed to in writing by SALTO.

8. LEGISLATION AND JURISDICTION

These Terms of Use are fully subject to Spanish legislation.

Disclaimer:

This is a downloadable version of the website content that we make available to you for informative purposes for an easier consultation and filling. However, SALTO assumes no responsibility for any errors or typos that the downloadable version may contain.

As SALTO reserves the right to modify this content from time to time, please check on the Legal section of our website to find the latest version of the legal documents and their updates.