

# Outils commerciaux

## Conditions particulières pour le Portail Partenaire, les Sites Web de service, les Outils et Applications Web

### PARTICULAR CONDITIONS FOR PARTNER PORTAL, SERVICE WEB SITES, TOOLS AND WEB APPLICATIONS

Read these Particular Conditions carefully before accepting them for registering and accessing into the corresponding Private Website. By clicking on the box "I accept"ou toute case équivalente, vous acceptez pleinement et de manière irrévocable les présentes Conditions particulières, y compris, sans s'y limiter, toute limitation de responsabilité énoncée aux présentes. Veuillez noter que vous souscrivez aux présentes Conditions particulières en votre nom (en tant qu'Utilisateur) ainsi qu'au nom du Partenaire que vous représentez. Si vous les acceptez au nom d'une société ou d'une autre entité juridique, vous déclarez que vous avez le pouvoir de lier cette entité et ses sociétés affiliées aux présentes Conditions particulières. Si vous n'avez pas un tel pouvoir, ou si vous n'êtes pas d'accord, vous ne devez pas accepter et vous devez vous abstenir de vous inscrire sur le Site Web Privé.

#### 1. OBJECTIF ET APPLICABILITÉ

1.1. These particular conditions present the additional terms of use (the "Particular Conditions") that regulate the use of (including the mere access to) the restricted-access websites belonging to Salto Systems, S.L. or its Group Entities ("Salto") that are made available only to authorized users of Salto's Partners (the "Business Tools"). À titre indicatif, les Outils commerciaux comprennent, entre autres : les portails privés, les sites de services, les outils et applications web disponibles pour les partenaires.

1.2. Les présentes Conditions particulières applicables aux Outils commerciaux complètent les [Conditions particulières](#) as updated from time to time between Salto and the Users of the Website with regards to the access and use of Salto's Website. All capitalized terms not otherwise defined in these Particular Conditions shall have the meanings ascribed to them in the Terms of Use.

1.3. The Business Tools are intended only for professionals and entities that have a partnership or a business relationship with Salto (the "Partners"). Therefore, the users who wish to gain access to the Business Tools must request it by completing the registration form. In the event that Salto authorizes your registration request, you will be granted access permission to the Business Tools and the condition of Partner for the purposes of these Particular Conditions.

Your acceptance of these Particular Conditions and your registration in any of the Business Tools involves your full and unreserved acceptance of all the terms and conditions of these Particular Conditions on behalf of yourself (as the User) as well as on behalf of the Partner you represent. The User and the Partner shall be jointly and indistinctly referred as "You" dans les présentes Conditions particulières.

#### 2. PROPRIÉTÉ INTELLECTUELLE ET INDUSTRIELLE

2.1. All content of the Business Tools, 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.

2.2. Vous êtes exclusivement autorisé à :

- View the Contents of the Business Tools;
- Download and use the Content of the Business Tools to the extent strictly required for the purposes of executing the obligations assumed by the Partner in relation to the partnership or the commercial relationship the Partner has with Salto - i.e. to engage in the promotion and resale of Salto's products and solutions in the market following the agreed terms and restrictions (the "Purpose").

En aucun cas, les droits de propriété industrielle ou intellectuelle (y compris les droits d'exploitation reconnus par la législation en vigueur sur la propriété intellectuelle) ne peuvent être réputés Vous avoir été concédés ou licenciés à l'exception des Contenus strictement nécessaires à l'Objectif .

2.3. You 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 Business Tools, except as expressly authorized by Salto in writing or otherwise authorized in these Particular Conditions herein.

2.4. Vous devez vous abstenir d'obtenir ou de tenter d'obtenir le Contenu par tout autre moyen ou procédé que ceux qui ont été mis à votre disposition ou indiqués à cette fin ou couramment utilisés sur Internet (sous réserve que ce dernier ne comporte pas de risque d'endommager ou de désactiver le Site Web). Vous devez à tout moment respecter tous les droits de propriété intellectuelle et industrielle existant sur les Outils commerciaux.

2.5. The trademarks, trade names or distinctive signs are the property of Salto, of Group Entities or third parties, and access to the Business Tools cannot be deemed to attribute any right to such trademarks, trade names and/or distinctive signs.

Notwithstanding the above, Salto authorizes Your use of the trademarks, trade names or distinctive signs, whether owned by Salto or Group Entities strictly limited to the execution of the Purpose. You undertake to strictly comply with the guidelines and instructions given by Salto regarding the use of the trademarks, brand names and any other logo held by Salto and to cease to use them in the event of termination of its business relationship with Salto. You shall not use the trademarks, the brand name or any other logo held by Salto in a manner, which negatively affects the prestige or image of the name Salto.

2.6. En outre, il est interdit de supprimer ou de manipuler les indications de droit d'auteur ou d'autres crédits qui identifient les titulaires des droits du Contenu, ainsi que tout mécanisme de protection ou information incorporée dans le Contenu.

### 3. CONFIDENTIALITY

#### 3.1. Informations confidentielles

You acknowledge that the Content in the Business Tools is of a confidential nature and that such confidential Content is made available to you due to Your consideration as a Partner (the "Confidential Information"). The Confidential Information may include, without limitation, technical information about Salto's products and services, catalogs and pricing of Salto's products and services, training courses and e-learning material, or any other information of technical or commercial nature which is made available in the Business Tools, whether marked or not as confidential, which may be reasonably deemed as confidential. Equally, it will also be considered as Confidential Information any analysis, compilation, summary, extracts, study

or any other document prepared, used or created based on or which contains or reflects the above-mentioned information.

Le terme « Informations confidentielles » n'inclut pas les informations qui : (i) is at the time it is delivered or disclosed, or later becomes, generally available and part of the public domain (except as a result of a disclosure that entails a breach of discloser's confidentiality undertakings); (ii) it can be evidenced was already known by You, provided that the information was obtained from lawful sources of information other than from Salto; or (iii) is expressly designated as non-confidential by Salto.

### 3.2. Obligation de confidentialité

Vous vous engagez et acceptez de ne pas utiliser les Informations confidentielles à d'autres fins que pour les Objectifs et, en particulier, vous vous engagez à :

- ne pas divulguer à des tiers autres que ceux mentionnés au paragraphe (ii) ci-dessous, les Informations confidentielles ;
- restreindre l'accès aux Informations Confidentielles aux seuls employés du Partenaire qui ont strictement besoin de connaître les Informations confidentielles pour l'Objectif ;
- informer toute personne à qui les Informations confidentielles pourraient être communiquées en application des présentes Conditions particulières des restrictions d'utilisation et de divulgation, et d'obtenir de ces personnes qu'elles s'engagent à respecter ces restrictions ;
- ne pas utiliser les Informations confidentielles à des fins autres que l'Objectif ;
- adopter toutes les mesures de sécurité raisonnables afin de préserver le caractère secret des Informations confidentielles et afin d'empêcher toute personne ou entité non autorisée d'y avoir accès ;
- to inform Salto of any unauthorized use of the Confidential Information that may have come to its attention by any means;
- ne pas effectuer d'ingénierie inverse ;

You undertake full liability towards Salto for its employees fulfilling the obligations established herein in their entirety, and You undertake to carry out all such measures as may be required to ensure that they comply with the confidentiality undertakings given under these Particular Conditions.

The acceptance of these Particular Conditions does not involve the obligation of Salto to provide any kind of Confidential Information.

### 3.3. Divulgation aux autorités publiques

Nonobstant l'article 3.2 ci-dessus, l'obligation de ne pas divulguer les Informations confidentielles à des tiers ne s'applique pas lorsque la divulgation des informations est requise dans les conditions et pour les objectifs prévus par une disposition légale, ou lorsqu'elles sont divulguées à la suite d'une demande formelle d'un tribunal ou d'une autorité publique et le non-respect de cette disposition ou demande d'un tribunal ou d'une autorité publique peut entraîner l'imposition de sanctions de toute nature.

In such cases, and where legally possible, You shall notify Salto, in writing and with the shortest possible delay, of the need for disclosure, so that Salto can take all of the steps to which it is entitled by law to protect the Confidential Information, and apply for the appropriate legal measures to this end. You undertake to cooperate with Salto to achieve such protection and determine which part of the Confidential Information it is strictly necessary to disclose.

### 3.4. Restitution et/ou destruction des Informations confidentielles

At any moment upon request of Salto, You undertake to, at Salto's election, immediately return and/or, insofar as is technically possible, destroy all of the Confidential Information (in any format) that it has accessed or it has prepared in relation to the examination of the Confidential Information and which is based on or reflects all or part of that Confidential Information. Notwithstanding the return or destruction of Confidential Information, You shall continue to be bound by the confidentiality obligations assumed under these Particular Conditions.

### 3.5. Durée de l'obligation de confidentialité

The confidentiality obligations set forth herein shall remain in force for an indefinite term as long as the Confidential Information keeps its secret nature, a decision that, in any case, shall correspond to Salto.

## 4. PROCESSUS DE DEVIS

4.1. The Business Tools may make available to Users quoting related functionalities in order to ease the users to prepare quotations of Salto products for clients and potential clients ("Quoting Functionalities").

4.2. Users acknowledge that the information they enter when making use of the Quoting Functionalities may be visible for Salto, including information about the commercial offers. At this respect, before giving any third-party personal data to Salto, the Partner undertakes to have the convenient authorization, to obtain the required consent, where appropriate, and to appropriately inform them about the processing of their data. Salto will process this personal data in accordance with the Privacy Policy mentioned in clause 6.

4.3. The User acknowledges that the use of Quoting Functionalities does not condition the ability of the Partner to freely determine the resale prices of Salto products and services offered to third-parties. The pricing of Salto products which may be visible by default when using the Quoting Functionalities shall be always understood as a manufacturer suggested retail price, and can be amended by the Partners following their own commercial criteria.

4.5. Salto does not assume any kind of liability in relation to the quotes and offers that have been prepared by the Partners and submitted to third-parties, which in no event shall be understood as binding for Salto.

4.6. Salto reserves the right to make any changes it deems appropriate in the Quoting Functionalities, including without any limitation purposes, changes in pricing and product references.

## 5. RESPONSABILITÉ

5.1. The Business Tools and the Content are provided "as is" et toutes les autres déclarations, garanties, orales ou écrites, expresses ou implicites découlant de la conduite des affaires, de l'exercice, de l'usage du commerce, de la qualité de l'information, de la jouissance tranquille ou autre (y compris les garanties, les termes ou conditions implicites de qualité marchande, de qualité satisfaisante, d'adéquation à un usage particulier, de titre, de non-ingérence ou de non-contrefaçon) sont, dans toute la mesure permise par la loi applicable, exclues des présentes Conditions particulières.

5.2. Under no circumstances shall Salto (or any of its affiliates, employees, directors or shareholders) be liable to You or any other person for indirect damages, including any of the foregoing losses or damages resulting from Your use of the Business Tools provided hereunder, or arising from any breach of these Particular Conditions, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise and whether or not foreseeable, even if Salto has been advised or was aware of the possibility of such loss or damages.

5.3. You accept its full liability, without any limitation whatsoever, for direct or indirect damages, including any losses or damages resulting from Your use of the Business Tools, or arising from any breach of these Particular Conditions (including, without limitation, any breach of Salto's intellectual and industrial property rights and any breach of confidentiality undertakings).

5.4. You undertake to indemnify and hold fully harmless Salto against and from any and all allegations, demands, claims, liabilities, losses, damages, fines, penalties or costs of whatever nature (including reasonable attorney's fees and indirect and consequential damages) from any third party (including, without limitation, any entity or company belonging to the Partner's Group, their shareholders, employees and directors) as a consequence of, or in any way connected with its performance under these Particular Conditions.

## 6. PROTECTION DES DONNÉES PERSONNELLES

You may consult information regarding personal data processing that Salto may carry out in the [Politique de confidentialité](#) ou dans la section spécifique qui peut être disponible sur le Site Web privé correspondant.

## 7. TERMES ENTIERS ET MODIFICATIONS

7.1. En cas de contradiction entre les dispositions des présentes Conditions particulières et les Conditions d'utilisation, les dispositions des Conditions particulières s'appliquent.

7.2. Toutes les autres dispositions des Conditions d'utilisation qui n'ont pas été modifiées en vertu des présentes Conditions d'utilisation resteront en vigueur et de plein effet.

7.3. Salto reserves the right to modify these Particular Conditions at any time. For these purposes, Salto will inform the Client by electronic means (such as by e-mail or through the Business Tools) about the significant modifications. The Partner shall have a period of fifteen (15) calendar days since the receipt of the referred notification to expressly reject such modifications in the manner set forth in Salto's notice. In the event that the aforesaid period has elapsed without Partner's express rejection, the modifications shall be deemed accepted by the Partner and therefore, fully applicable.

## 8. DROIT APPLICABLE ET JURIDICTION

8.1. Les présentes Conditions particulières sont entièrement soumises à la législation espagnole.

8.2. Les Parties, avec renonciation expresse à toute autre juridiction à laquelle elles pourraient prétendre, conviennent de soumettre tout litige ou réclamation découlant de l'interprétation ou de l'exécution des Conditions particulières à la compétence des cours et tribunaux de la ville de San Sebastián (Gipuzkoa -Espagne).

Avertissement:

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