

Affärsverktyg

Särskilda villkor för partnerportal, tjänstewebbplatser, verktyg och webbapplikationer

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" eller någon likvärdig ruta, accepterar du helt och oåterkalleligt dessa särskilda villkor, inklusive, utan begränsning, alla ansvarsbegränsningar som anges häri. Observera att du går in i dessa särskilda villkor på uppdrag av dig själv (som användare) och på uppdrag av partnern som du representerar. Om du ingår dem på uppdrag av ett företag eller annan juridisk person, intygar du att du har befogenhet att binda en sådan enhet och dess dotterbolag till dessa särskilda villkor, om du inte har sådan behörighet, eller om du inte samtycker till det får du inte acceptera och du måste avstå från att registrera dig på någon privat webbplats.

1. SYFTE OCH TILLÄMPLIGHET

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"). I förtydligande syfte inkluderar Business Tools bland annat: privata portaler, tjänstewebbplatser, verktyg och webbapplikationer som görs tillgängliga för partners.

1.2. Dessa särskilda villkor som gäller för affärsverktygen kompletterar [Användningsvillkor för webbplatser](#) 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" i dessa särskilda villkor.

2. IMMATERIELL OCH INDUSTRIELL ÄGANDERÄTT

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. Du är exklusivt behörig att:

· 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").

I inget fall kan industriella eller immateriella rättigheter (inklusive utnyttjanderättigheter som erkänns av gällande immateriell egendomslagstiftning) anses ha beviljats eller licensierats till dig förutom sådant innehåll som är absolut nödvändigt för ändamålet.

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. Du måste avstå från att skaffa eller försöka erhålla innehållet med andra medel eller förfaranden än de som har gjorts tillgängliga för dem eller angetts för sådana ändamål eller som vanligtvis används på Internet (förutsatt att det senare inte innebär en risk för skada eller inaktivera webbplatsen). Du måste alltid respektera alla immateriella och industriella rättigheter som finns över Business Tools.

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. Det är också förbjudet att ta bort eller manipulera indikationer på upphovsrätt eller andra krediter som identifierar ägarna av rättigheterna till innehållet, såväl som någon skyddsmekanism eller information som ingår i innehållet.

3. CONFIDENTIALITY

3.1. Konfidentiell information

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.

Termen konfidentiell information ska inte innefatta någon information som: (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. Sekretessplikt

Du åtar dig och samtycker till att inte använda den konfidentiella informationen för annat än för ändamålen och förbinder dig i synnerhet att:

- att inte avslöja den konfidentiella informationen till någon annan tredje part än de som nämns i punkt (ii) nedan;
- att begränsa åtkomsten till den konfidentiella informationen till de anställda hos partnern som strikt behöver känna till den konfidentiella informationen för ändamålet;
- att informera varje person till vilken den konfidentiella informationen kan komma att avslöjas enligt dessa särskilda villkor om begränsningarna avseende dess användning och avslöjande, och att erhålla ett åtagande från dessa personer att iaktta dessa restriktioner;
- att inte använda den konfidentiella informationen för andra ändamål än syftet;
- att vidta alla rimliga säkerhetsåtgärder för att bevara den konfidentiella informationens hemlighet och för att förhindra obehörig individ eller enhet från att ha tillgång till densamma;
- to inform Salto of any unauthorized use of the Confidential Information that may have come to its attention by any means;
- att inte utföra någon reverse engineering;

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. Utlämnande till offentliga myndigheter

Utan hinder av paragraf 3.2 ovan, ska skyldigheten att inte avslöja den konfidentiella informationen till tredje part inte gälla om utlämnande av informationen krävs enligt villkoren och för de syften som avses i en lagbestämmelse, eller om den avslöjas som ett resultat av en formell begäran från en domstol eller offentlig myndighet och underlåtenhet att följa denna bestämmelse eller begäran från domstol eller offentlig myndighet kan leda till att påföljder av något slag åläggs.

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. Återlämnande och/eller förstörelse av den konfidentiella informationen

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. Term för tystnadsplikten

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. OFFERTPROCESS

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. ANSVAR

5.1. The Business Tools and the Content are provided "as is", och alla andra utfästelser, garantier, muntliga eller skriftliga, uttryckliga eller underförstådda som härrör från handelsförlopp, prestationsförlopp, användning av handel, kvalitet på information, tyst njutning eller annat (inklusive underförstådda garantier, villkor eller villkor för säljbarhet, tillfredsställande kvalitet, lämplighet för ett visst ändamål, titel, icke-inblandning eller icke-intrång) är, i den utsträckning det är tillåtet enligt tillämplig lag, undantagna från dessa särskilda villkor.

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. SKYDD AV PERSONUPPGIFTER

You may consult information regarding personal data processing that Salto may carry out in the [Privacy Policy](#) eller i det specifika avsnittet som kan vara tillgängligt på motsvarande privata webbplats.

7. HELA VILLKOREN OCH TILLÄGG

7.1. I händelse av motsägelse mellan bestämmelserna i dessa Särskilda Villkor och Användarvillkoren ska bestämmelserna i Särskilda Villkor gälla.

7.2. Alla andra bestämmelser i användarvillkoren som inte har ändrats i kraft av dessa användarvillkor ska fortsätta med full kraft och verkan.

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. TILLÄMPLIG LAG OCH JURISDIKTION

8.1. Dessa särskilda villkor är helt underställda spansk lagstiftning.

8.2. Parterna, med ett uttryckligt avstående från annan jurisdiktion som de kan ha rätt till, är överens om att hänskjuta alla tvister eller anspråk som uppstår angående tolkningen eller uppfyllandet av de särskilda villkoren till jurisdiktionen för domstolarna och tribunalerna i staden San Sebastián (Gipuzkoa -Spanien).

varning:

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