

SALTO KS Mobile APP

TERMS OF USE

1. GENERAL INFORMATION

Salto Systems, S.L. ("**Salto**") is a Spanish company, with its corporate registered address located at C/ Arkotz 9, Polígono Lanbarren, 20180 Oiartzun (Guipúzcoa-Spain), with tax identification number B-20.708.517, telephone number +34 943 344 550 and email address info@saltosystems.com.

Registered at the Commercial Registry of Guipúzcoa, at Volume 1.850, Sheet 101, Page SS-18.081.

2. GENERAL TERMS OF USE OF THE APP

2.1 Scope

This agreement regulates the terms and conditions for the download and use of the App owned by SALTO (the "**Terms of Use**") the User (i.e. the individual accepting these Terms of Use) has downloaded and will use in User's smartphone or tablet (the indistinctively "**Device**"). These Terms of Use supersede any previous contracts or terms agreed by the User with the same purpose and for the same App.

The term "**App**" shall mean the relevant Salto's software application downloaded by the User for its use, subject to the provisions of these Terms of Use, on Apple iOS and Android OS Devices and any upgrades of the same. The App allows the User, among others, to open with his/her Device the doors of the premises equipped with a compatible Salto's access control system (the "**Location**"), provided that User has been previously granted with mobile access permissions to such Location (the "**Mobile Access Services**") by the owner of the corresponding system which has an active license for a Salto's software access control solution to such Location. Such Mobile Access Services, together with any other services that Salto may decide to render through the App, shall be hereinafter jointly referred to as the "**Services**".

2.2 Download of the App and acceptance of these Terms of Use

The App may be downloaded by the User through the store provided by the Device manufacturer or by the applications distributor company (the "**Store**").

After having downloaded and opened the App, the User can display these Terms by clicking on the link available, before the User can login. To access to the App and use the Services, the User has to click the box "Login" or any equivalent box that may be shown for such purpose. By clicking such box, the User is accepting the content of these Terms of Use (including any warranty and liability limitations set forth herein) and is undertaking to fulfill with its content. The User is therefore requested to read and review carefully these Terms of Use before clicking such box and accessing to the App.

The use by the User of the Mobile Access Services through the App (after having downloaded and accepted these Terms of Use) with respect to each specific Location, will be fully subject to and require that the owner of the corresponding Salto's access control system of such Location (the "**System Owner**") has previously granted the User with mobile access permissions for the use of the Mobile Access Services in the Location. Accordingly, the granting of such mobile access permissions to the User is outside the scope of these Terms of Use, without Salto assuming any type of responsibility whatsoever for the granting or cancellation of the same to Users.

2.3 Conditions of the license of use

2.3.1 Fees. The download and use by the User of the App shall be free of charge, without prejudice to:

- (i) The connection charge that Users shall pay to access to the corresponding telecommunication network.

The User therefore acknowledges that the terms of the agreement with his/her respective mobile network provider will continue to apply when using the App. As a result, the User may be charged by the mobile network provider for access to network connection services for the duration of the connection while accessing the App and/or the Services.

- (ii) The eventual fees payable by the System Owner in order for the User to have access to the Mobile Access Services.

Salto reserves the right to introduce in the future any consideration it may deem appropriate for the download and/or use of the App and/or of all or part of the Services. In such case, Salto shall notify the User sufficiently in advance the applicable terms and conditions.

- 2.3.2 License of use. By virtue of these Terms of Use and subject to the same, Salto grants to the User, and the User accepts, a royalty free, personal, non-commercial, non-transferable, revocable, limited and non-exclusive license of use of the App, exclusively to access to the App and to access and use the features and the Services that Salto decides to make available through the App. Such license is exclusively granted and available after the acceptance by the User of these Terms of Use pursuant to the telematics acceptance mechanism set forth in section 2.2. The mentioned permitted use of the App includes the total or partial reproduction of the App exclusively for the purposes of its use, download, execution and display in a Device.

- 2.3.3 Unauthorized access to the App or the Services. The aforementioned granted license is personal and non-transferable. The User is responsible for the use made of the App and/or of the Services through all of his/her Device(s), being obliged to ensure that no unauthorized person gains access to the App and/or to the Services through any of his/her Device(s) (for example by the loss or misuse of any Device where the App has been installed).

The User assumes full responsibility of any action effected on using the User's profile in the App and shall be liable, without limitation, towards (i) Salto and any other company of its group and/or (ii) towards the System Owners that have granted the User with mobile access permissions to their Locations, for any damage arising from misuse or improper use of the App and/or Services through his/her Device(s). In case the User detects or suspects of the existence of any loss, theft or misuse by third parties of the App or of the Services through the Device(s), the User shall be fully responsible of notifying the System Owners that have granted the User with mobile access permissions to their Locations, so as the latter can adopt the measures that they deem appropriate (including, among others, the cancellation of the mobile access permissions from such Devices).

- 2.3.4 Not permitted use. The permitted use of the App is restricted to the use described in previous section 2.3.2. Any use for any other different purpose is expressly prohibited and shall be deemed as a software piracy act in breach of the intellectual and industrial property legislation. Salto reserves its right to request any liability for the breach of this provision, pursuant to the applicable legislation.

Without limiting purpose, User is not entitled to and undertakes not to allow third parties to (i) make and distribute copies of the App, (ii) attempt to copy, reproduce, alter, manipulate, modify, reverse engineering, disassemble, decompile, transfer, exchange or translate the App, (iii) create derivative works of the App of any kind whatsoever, (iv) permit any unauthorized person to access or use the App or the Services, (v) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit the App or the right to access and use the App or the Services, (vi) use the App or the Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with or to conduct any unlawful, illegal, fraudulent or harmful purpose or activity, or for any purpose that infringes any third parties' rights and, (vii) use the App or the Services in any way that causes, or may cause, damage to the App or to the Services or impairment of the availability or accessibility of the App or Services. Moreover, the User shall neither use the App nor the Services if it is a competitor of Salto or of any other company of Salto's group or, for monitoring the availability, security, performance or functionality of the App or the Services or for any other benchmarking or competitive purposes.

- 2.3.5 Intellectual and industrial property rights. The entire App, i.e. all elements comprising the App (texts, images, trademarks, logos, software files, color combinations, etc.), its contents' structure selection and order, and the underlying source code, are protected under the intellectual and industrial property legislation, neither being entitled the User to exploit, reproduce, distribute, amend, publicly communicate, assign or transform them nor being entitled to carry out any other type of dissemination of the same not expressly authorized by Salto. Any and all intellectual property rights over the App and over all the aforementioned elements (including the source code) exclusively belong to Salto and/or its licensors.

The access by the User to the App or to the Services does not grant the User any ownership right or any other type of right over the App, over the content of the App, the Services or the underlying source code, save for the permitted use of the App and of the Services set forth in section 2.3.2.

Salto reserves the right to exercise any legal actions towards the User if the latter breaches any intellectual or industrial property rights.

- 2.3.6 Changes and updates. Salto reserves the right to amend or update the App and/or to change the technical set-up of the Services at any time at its own discretion, without the User's permission and without the User being entitled to any kind of indemnification whatsoever. Any such amendments as well as any intellectual and industrial property rights over the same shall exclusively belong to Salto.

Moreover, any such amendments shall be deemed automatically subject to and covered by these Terms of Use.

- 2.3.7 System requirements. The App is available to Devices running either Apple iOS or Android operating systems. However, in order to use the App, the User is required to have a compatible Device, internet access and the necessary minimum specifications (including the appropriate version of iOS and of Android OS) which can be consulted, before downloading the App, at the App's information available at the Store (the "**Software Requirements**").

The User is the sole responsible for verifying that the App is compatible with the Device and that such Device meets with the Software Requirements, assuming all damages and losses that the use of the App (including the installation) may cause to the Device.

Moreover, the User acknowledges that some of the features of the App and/or of the Services may not be fully operational due to the characteristics of User's Device.

- 2.3.8 Availability. Salto shall use reasonable efforts to make the App available at all times, but Salto does not guarantee 100% availability.

The User acknowledges that the App is provided over the Internet and mobile networks and so the quality and availability of the App may be affected by factors outside Salto's reasonable control.

Moreover, the User acknowledges that in order for the App and the Access Mobile Services to properly function (i) the hardware of the access control system of the relevant Location needs to be in perfect conditions and in adequate state of repair and, (ii) the System Owner of such Location shall have adequately granted the User with mobile access permissions to Location subject to the provisions of section 2.2; which are also both outside the control of Salto.

Accordingly and without limiting purposes, save in case of fraud, Salto assumes no liability whatsoever for unavailability of the App or of the Services, or for any difficulty or inability to download or access content or any other communication system failure which may result in the App or the Services being unavailable, and/or for unavailability of the Services due to unappropriated state of the access control system hardware or inadequate granting of mobile access permissions to the User by the System Owner.

Salto shall not be responsible for any support or maintenance for the App.

2.3.9 No warranty. The App is made available “as is”, without Salto granting any type of warranty over the same. To the maximum extent permitted by law, Salto hereby disclaims all implied warranties with regard the App.

2.3.10 Limitation of liability. Each party shall be liable towards the other for the damages and losses caused as a direct and necessary consequence of a material breach of the obligations assumed under these Terms of Use, subject, however, to the limitations of the following paragraphs.

When permitted by law and to the extent permitted by law, Salto shall not be liable for:

- Indirect, special, punitive, exemplary or consequential damage or for loss of profit.
- Any damage or loss of whatsoever nature, caused to or suffered by the User as a result of the access, use and execution of the App and/or of the Services (including without limitation App installation and any damages caused to the User’s Device as a result of such installation).
- Any damage or loss of whatsoever nature arisen from the unavailability of the App or of the Services.

In all cases, Salto will not be liable for any loss or damage that is not reasonably foreseeable.

Nothing in these Terms of Use shall exclude or limit Salto’s liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

3. PERSONAL DATA

3.1 For the use of the Mobile Access Services through the App, the User will need to have registered an account, for which purposes, the User shall be requested to provide Salto with some identity and/or contact personal data. Salto shall process such personal data, as controller, in accordance with the following [Privacy Policy of Salto](#).

3.2 In addition, the use of the Mobile Access Services by the User with respect to one specific Location shall also eventually involve the processing of User’s personal data by the System Owner. The System Owner shall act as controller (or in some situations as processor) of such personal data and Salto shall only process such personal data as data processor (or in some situations as sub-processor). In such cases, Salto shall exclusively process the referred personal data on behalf of the System Owner and following its instructions, for the rendering to the System Owner of the corresponding access control online services and/or technical support services. For such purposes, the System Owner and Salto shall sign a data processor agreement in accordance with the applicable legislation.

It will be the System Owner’s responsibility, to have previously informed the User how such personal data shall be processed by the System Owner and its processors and, to ensure that it has a legitimate legal basis to carry out such processing of the User’s personal data.

4. AMENDMENT OF THESE TERMS OF USE

Salto reserves the right to amend, totally or partially, these Terms of Use, as well as the right to add new terms and policies complementing these Terms of Use. The version in force of these Terms of Use can be found at the app settings.

Notwithstanding the above, when significant changes exist, the new conditions and/or the new Terms of Use, shall be displayed to the User through the App before login; so that the User accepts the new conditions or the new Terms of Use by clicking the box “Login” or any other equivalent box. After having accepted the new conditions or the new Terms of Use (and only after having accepted them), the User shall be entitled to access to the features of the App.

5. TERM AND TERMINATION

These Terms of Use shall enter into force (and thus, be fully binding) as of the moment when the same is accepted by the User (subject to the provisions of section 2.2).

Salto shall be entitled to terminate the contract subscribed with the User by means of the User's acceptance of these Terms of Use, at any moment. In such case, the license granted under these Terms of Use shall be deemed automatically revoked and cancelled.

The User shall be entitled to terminate the contract subscribed with Salto, by means of the acceptance of these Terms of Use, at any moment by uninstalling the App, without any kind of notification by the User to Salto being necessary.

In addition, Salto also reserves the right to temporarily suspend the access to the App and/or to the Services when technical difficulties exist that, at Salto's criteria, may reduce the security measures adopted by Salto for the proper functioning of the App and/or the Services.

6. MISCELLANEOUS PROVISIONS

The titles and headings of the various sections and sub-sections contained in these Terms of Use have been chosen for the sole purpose of offering a guide to assist a reading of the said sections. It is considered that, for contractual purposes, these headings do not alter the content of the sections or sub-sections to which they refer to.

The official language of these Terms of Use is English. In case of any discrepancy between the English version and any other version the Terms of Use could be translated to (for the exclusive purposes of facilitating the User's understanding), the content of the English version shall prevail.

The User represents and warrants that (i) his/her domicile is not located in any of the countries subject to embargo by United States of America or deemed by the United States of America as an entity supporting terrorism and (ii) the User is not included in any list as a prohibited entity by the United States of America.

In the event that any of the clauses in these Terms of Use is declared null and void or without effect, either wholly or in part, this nullity or lack of effect shall not affect the validity or the effectiveness of the remaining clauses, which shall remain valid and effective, unless the aforementioned nullity or lack of effect entails an essential and substantial change to the other provisions set out in these Terms of Use. The clause declared null and void or without effect shall be regarded as not included, and it shall be replaced by a new clause or interpreted in a manner that is acceptable in law, whose contents is as similar as possible to the clause that Salto would have included if it had known about the lack of validity or effect of this clause.

7. LEGISLATION AND JURISDICTION

These Terms of Use are fully subject to Spanish legislation. The parties, expressly waiving to their rights to any other jurisdiction they might be entitled to, expressly agree to submit any controversy that may arise with respect to these Terms of Use, to the App, to the Services, or to their use or functioning, whether of contractual or extra-contractual nature, to the courts of the city of San Sebastian (Guipúzcoa-Spain) and their hierarchical superiors.