

# Terms of Service

## Cloud based Locker Management Application

Read these Terms of Service carefully before accepting them and using the Services. By clicking on the box "I accept" or any equivalent box, you fully and irrevocably accept these Terms of Service, including, without limitation, any limitations of liability set forth herein. **If you are entering into them on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, if you do not have such authority, or if you do not agree with it, you must not accept and you must refrain from using the Services.**

## 1 Purpose & Applicability

**1.1** These Terms of Service apply to the provision of Services by GANTNER to the Client either via the Platform or a Third Party's Platform.

**1.2** These Terms of Service do not regulate the terms and conditions applicable to the sale of the Hardware and/or any Subscriptions by the Seller to the Client (including among others, any warranty and liability regarding the sale and use of the Hardware and the sale of any Subscription). Any claims related to the sale and use of the Hardware and the sale of any Subscription shall be addressed to the Seller from which the Client purchased the Hardware and the Subscription.

**1.3** These Terms of Service, together with the Data Processing Agreement, constitute the entire Agreement regarding the provision of the Services by GANTNER and the use and access of the Services by the Client through the Platform, and replace any previous agreement between the Parties or any general terms and conditions previously applied by GANTNER in relation to the matters referred therein.

In case of any inconsistency between the Terms of Service and the Data Processing Agreement, the latter shall prevail.

**1.4** Any term, condition, or provision which conflicts with, modifies, adds to or deviates from this Agreement shall only apply if agreed in writing by the Parties. The applicability of any other possible terms and conditions of sale or other terms and conditions by the Client is explicitly excluded.

**1.5** The terms capitalized in this Terms of Service shall have the meaning ascribed to them in Annex 1, except the capitalized terms of the DPA which are defined therein.

## 2 Amendments

**2.1** GANTNER reserves the right to modify this Agreement at any time. For these purposes, GANTNER will inform the Client by electronic means (such as by e-mail, through the Web App or the Mobile App) about the modifications. The Client 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 GANTNER's notice. Continuous access to the Services after the forementioned period shall be considered an acceptance of the modifications to this Agreement.

In the event that the aforesaid period has elapsed without Client's express rejection, the modifications shall be deemed accepted by the Client and therefore, fully applicable. In any case, the aforementioned amendments shall be deemed to be accepted by the Client in the event that the later enters into a new Agreement with GANTNER. If the Client does expressly reject the forementioned modifications, the

Client shall be entitled to discontinue the Services offered by GANTNER and obtain a refund from the corresponding Seller of the Fees paid in advance proportional to the time remaining before the expiry of the Subscription.

### 3 Execution of the agreement

**3.1** The Client acknowledges that the Services described in these Terms of Service cannot be provided in connection with or in association to any other hardware different from the Hardware, which the Client must purchase from a Seller.

The terms and conditions set forth in the Partner Documentation agreed upon between a SALTO or GANTNER Partner and the Client shall not be binding nor enforceable towards GANTNER or any other company of SALTO's Group, unless expressly agreed upon in this Agreement.

In case certain terms of the Partner Documentation which the Client considers essential and which conflict with, modify are in addition to or deviate from the provisions of the Agreement, the Client shall have a period of ten (10) calendar days since the acceptance of this Agreement in order to notify to GANTNER its decision of terminating the Agreement or its decision of discontinuing the formalization process of the Agreement, as the case may be. In such cases, when agreed upon with the Seller and when the applicable law allows it, the Client shall return the Hardware to the Seller and the latter shall refund the price of the Hardware and the Fees of the relevant Subscription eventually paid by the Client to the Seller.

In no event shall the Client be entitled to claim or request any indemnification to GANTNER for any conflict, modification, addition, or deviation between the Partner Documentation and the Agreement, in case the Client decides to terminate the Agreement or discontinue the formalization process of the Agreement on these grounds.

Under motivated notification, GANTNER may refuse a request for Services and thus, decide not to formalize the Agreement with the Client. In such cases, the Client shall return the Hardware to the Seller and the Seller shall refund the price of the Hardware as well as the Fees of the relevant Subscription in force eventually paid by the Client to the Seller. For avoidance of doubt, in no event shall be the Client entitled to claim or request any indemnification to GANTNER in case the latter refuses a request for Services in accordance with this paragraph.

**3.2** The Agreement shall be deemed formalized and executed only when the Client has accepted these Terms of Service, through clicking on the box "I accept" or any equivalent box and the Registration set forth in provision 4 below has been successfully completed.

**3.3** Provided that the Client is not considered as a consumer under the applicable law, the Client agrees and accepts not to receive the contracting information regulated in the article 9 of the Law on electronic commerce ("ECG"), article 10 of the Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market, and any other applicable regulation.

### 4 Client's registration and site details

**4.1** In order to have access to the Platform and use the Services, the Client must complete the Registration on the Platform.

**4.2** After having completed the Registration, the Client may access to the Site. However, depending on the specific solution, the Client may not be able to use all the functionalities and see any Hardware linked to the Site, until the Installer sets-up and/or releases the Site.

**4.3** If the Client does not receive the Site Details required for activating the Site, it shall be the Client's responsibility to request them from the Seller.

**4.4** The Client shall handle the Site Details carefully, confidentially and at its own risk.

Among others, the Client shall use reasonable endeavors, including reasonable security measures relating to the Site Details, to ensure that no unauthorized person may gain access to the Services using the Site Details and the Client's Site. The Client takes full responsibility of any action effected on using its Site Details (as set forth in Provision 16 below) and GANTNER does not assume any liability in case of (suspected) loss, theft or misuse by third parties of the Site Details.

## 5 Free trial

**5.1** If the Client has been provided with a Free Trial Period in order to allow the Client to test the Services, this shall be limited to a determined maximum of days since the release of the Site indicated by the Seller. During the Free Trial Period, the contents of this provision shall apply and shall supersede any other conflicting term of these Terms of Service.

**5.2** The Services shall be made available to the Client during the Free Trial Period free of charge.

**5.3** The Provision of the Services on a free trial basis during the Free Trial Period may require that the Client has previously purchased and installed the Hardware in order to test certain functionalities.

**5.4** Once the Free Trial Period concludes, the Client shall not have access to the Services, unless it activates a valid Subscription.

In the event that the Client does not activate a Subscription the access to the Site may continue to be available, although it will not be provided with the Services related to it. In such cases, GANTNER shall not be liable whatsoever, for any Direct or Indirect Damage that may derive from the use by the Client of the Site, Site Details, the Hardware and the Platform and any other action performed by the Client and the Users.

## 6 Services

**6.1** During the term of this Agreement and as long as the Client fulfills any applicable obligation and complies with these Terms of Service, GANTNER hereby grants to the Client a personal, limited, non-exclusive and non-transferable right to use the Services through the Platform in relation to a Site.

**6.2** The right of use granted by GANTNER to the Client under Provision 6.1 is subject to the following prohibitions:

- (i) The Client shall not sell, resell, transfer, assign, distribute or otherwise commercially exploit the Subscriptions and/or the right to access and use the Services, unless express and prior consent of GANTNER.
- (ii) The Client shall not permit any unauthorized person to access or use the Services.
- (iii) The Client shall not make any alteration to the Platform.
- (iv) The Client shall not modify, decompile, reverse engineer or copy the Platform, the Services, or any of its components.

- (v) The Client shall not use the Services and the Platform (a) in any way that is unlawful, illegal, fraudulent or harmful, (b) in connection with or to conduct any unlawful, illegal, fraudulent or harmful purpose or activity, (c) for any purpose that infringes any third parties' rights.
- (vi) The Client shall not use the Services or the Platform in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Services. Among others, the Client shall not use the Services and the Platform to initiate or propagate a Malware.
- (vii) The Client shall not use the Services (a) if it is a competitor of GANTNER or of any other company of SALTO's Group or (b) for monitoring the availability, security, performance, functionality or for any other benchmarking or competitive purposes, without GANTNER's express written approval.

**6.3** The Client has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term of this Agreement.

## 7 Support Services

**7.1** GANTNER may also provide technical support services to the Client, upon request by the latter, for issues related to use and performance of the Platform. Tech support services shall be provided in accordance with GANTNER's standard support policies or as expressly agreed in written by the Parties.

**7.2** Additionally, the Client may get into an agreement with the Installer for technical support services. For avoidance of doubt, any claims related to the rendering of any support services agreed between the Client and the Installer shall be addressed to the Installer, and GANTNER shall not be liable for any Direct or Indirect Damage deriving from the rendering of such support services.

## 8 Mobile App and Web App

**8.1** The Parties acknowledge and agree that Parties' respective rights and obligations in relation to the Mobile App and/or the Web App and any liabilities of either Party arising out of the use of the Mobile App and/or Web App, could be subject to separate terms and conditions different from these Terms of Service.

**8.2** Additionally, the Platform may provide the option to access through GANTNER's Mobile App and/or Web App to certain services or functionalities offered by third parties, which the Client may purchase from a third party, as the case may be.

Regardless of the possibility to access any of the third-parties' services through the GANTNER Mobile App and/or Web App, GANTNER does not offer any warranty over the forementioned services, nor has any control over them. Consequently, GANTNER shall not be held accountable for the referred third-parties' services accessible through its applications and does not assume any liability for it.

The provision and use of such services shall be subject to the general terms and conditions of the relevant service provider (the presentation and manner of acceptance of which is controlled solely by the service provider) and is expressly excluded from the scope of these Terms of Service

**8.3** The Parties acknowledge and agree that the rendition of Services through a Mobile App and/or Web App, is subject to the availability of the forementioned app in the respective country and the terms and conditions set forth in its End User License Agreement or Terms of Use.

## 9 Fees and payment methods

**9.1** The use of the Services is subject to the payment of the Fees corresponding to each Subscription type by the Client, which shall be paid to GANTNER or to the Seller, as appropriate.

**9.2** When the Subscriptions are purchased from a Seller, the Fees are freely negotiated by the Seller and the Client without GANTNER's interference. In such case, the Fees to be paid by the Client for each Subscription for the access and use of the Services are those stated in the applicable Partner Documentation or otherwise agreed upon between the Client and the Seller. The relevant invoice issued by the Seller must be fully paid before activating the Subscription.

**9.3** When the Subscriptions are purchased directly from GANTNER through electronic means, the Client shall make the payment free of charges and deductions in euros using the authorized payment method bank transfer.

## 10 Renewal and cancellation of the Subscriptions

**10.1** The renewal process for the Subscriptions shall be subject to an automated renewal process, as further detailed in sections 10.2 below.

**10.2** For Subscriptions managed through recurrent billing, the Subscription will be automatically renewed at the end of the Subscription term (i.e. one year from the date of subscription) and charged through the standard payment method (bank transfer), unless the Client cancels its subscription through the Platform or electronic means. The Client can cancel the Subscription at any time according to the terms agreed with GANTNER or the Seller and will continue to have access to the Services until the end of the Subscription term.

Payments for the Subscription are non-refundable (except otherwise set forth in this Terms of Service) and GANTNER shall not provide refunds or credits for the time period between the cancellation date and the end of the billing period.

If the Client has not paid the Fees owed to the Seller or to GANTNER on time and is therefore in default, GANTNER is entitled to terminate the Agreement with immediate effect and to immediately suspend the Services and deny access to the Platform and/or the Services. In that case, the Client shall be liable for all Direct and Indirect Damages suffered by GANTNER, comprising, among other things, loss of profits and costs in connection with judicial and extrajudicial measures.

GANTNER may modify the contents of this particular Clause by notifying the Client in the thirty (30) days prior to the modification via e-mail. The Client will have fifteen (15) calendar days to expressly oppose to any such changes, otherwise they will be deemed accepted by the Client and fully applicable. If the Client does expressly reject the forementioned modifications, the Client shall be entitled to discontinue the Services offered by GANTNER and obtain a refund from the corresponding Seller of the Fees paid in advance proportional to the time remaining before the expiry of the Subscription.

## 11 Servicing and maintenance and other restrictions on use

**11.1** In the event that GANTNER schedules in advance any general maintenance of the Platform and/or the Services needed to be carried out, that may affect the availability of the forementioned, GANTNER shall give the Client prior notice of the scheduled maintenance.

Without prejudice to the above, GANTNER is entitled at any time to immediately block, suspend or restrict the use of (parts of) the Services and/or of the access to (part of) the Platform, and/or take other measures if deemed necessary in GANTNER's view, for maintenance purposes or for compliance with any statutory requirements, without the Client being entitled to claim for compensation of any damage or loss suffered (neither Direct nor Indirect Damages). In any case, GANTNER shall use reasonable efforts to minimize any such disruption of the Services.

If possible, GANTNER shall inform the Client in advance as soon as possible of such measures. In case such prior notice is not feasible in view of the circumstances, upon the suspension GANTNER shall provide the Client with written notice specifying the reason for the suspension.

**11.2** The Client is obliged to provide all cooperation required by GANTNER for servicing and maintenance, including stopping the use of the Services by the Client, if GANTNER considers this necessary.

## 12 Availability and suspension of the Services

**12.1** GANTNER shall use reasonable endeavors to maintain the availability of the Services to the Client, but GANTNER does not guarantee 100% availability.

**12.2** GANTNER warrants a 99.5% availability of the Services measured in annual basis.

Notwithstanding, the following shall not be accounted towards the availability percentage:

- (i) The time during which GANTNER carries out maintenance services in accordance with the contents of Provision 11.
- (ii) Downtime caused by circumstances beyond GANTNER's control, including, without limitation, any events of force majeure (as set forth in Provision 17).
- (iii) Any disruption of the Services caused by any act or omission of the Client, or of third parties, including any Malware.
- (iv) Any disruption of the Services due to any amendments or alterations made to the Hardware by the Client or by third parties, due to any damage of the Hardware or due to the breach by the Client of the obligation of maintaining the Hardware in an adequate state of functioning.
- (v) Any disruption of the Services due to the use of the Platform or Services on a system not supported by GANTNER or due to the interconnection of the Services with other software products not supplied by GANTNER.
- (vi) Suspension of the Services in cases permitted under provisions of these Terms of Service.

**12.3** If the Service is not available, the Client shall notify GANTNER in writing during the unavailability of the Service so that GANTNER could confirm and determine the cause of the unavailability. GANTNER shall make its best efforts to rectify malfunctions and restrictions on the Services as soon as possible.

**12.4** In the event GANTNER fails to maintain the mentioned availability of the Services during the relevant period of each activated Subscription in force, without occurring any of the circumstances provided in Provisions 12.2 above and 12.5 below, except in case of GANTNER's malice (dolo), the Client may claim for Direct Damages subject to the limitations set forth in Provision 16. This Provision sets forth the full and exclusive extent of GANTNER's liability existing towards the Client, expressly excluding any other indemnification for any Direct or Indirect Damages regardless of Client's right of terminating the Agreement under these grounds. The Client acknowledges and agrees that the aforementioned agreed indemnifications are adequate and the only compensation for any loss or damage (whether Direct or Indirect) caused to the Client by any unavailability of the Services.

Additionally, the Client agrees and accepts not to address any claim in connection with the lack of availability of the Services to the Seller or SALTO's Group waiving any right it may hold under any jurisdiction in this regard.

The Client shall request any such indemnification to GANTNER within a period of five (5) calendar days as of the expiration of the relevant Subscription, notifying the date, and the beginning and end time of each unavailability period occurred during the provision of the Services. Within a period of thirty (30) calendar days since Clients' request, GANTNER shall either deny the request in written motivated notice, or pay the agreed indemnification to the Client.

**12.5** Without prejudice to any other suspension events foreseen in other articles of these Terms of Service, GANTNER may suspend the Services and deny access to the Platform, without the Client being entitled to any indemnification or compensation whatsoever it if:

- (i) GANTNER deems it necessary to prevent or terminate a use of the Services prohibited under these Terms of Service and in particular, among others, under Provision 6 above.
- (ii) Upon notice to the Client, if the Client commits a material breach of this Agreement.
- (iii) The Client does not pay the Fees owed to the Seller on time in accordance with Provision 10.4.

Suspension of the Services shall be without prejudice to any rights or liabilities accruing prior to the suspension.

## 13 Confidentiality

**13.1** The Parties undertake not to reveal the Confidential Information to third parties, without the prior written consent of the other Party. Nevertheless, the Parties hereby expressly authorize that Confidential Information may be shared with SALTO's Group members, SALTO's and GANTNER's Partners and/or the Installer in order to guarantee the provision of the Services.

**13.2** This obligation of confidentiality shall oblige both Parties and its representatives. Under this Provision, the term representative shall mean any employee, director, agent consultant, adviser or any other person related to them.

**13.3** With the purpose of avoiding the reveal of the Confidential Information, each Party undertakes to adopt any arrangements and measures it may deem appropriate in order to preserve the Confidential Information, in particular all the measures necessary related to its employees that have access to the Confidential Information.

**13.4** If any of the Parties or its representatives breaches the confidentiality obligations herein, the breaching Party shall indemnify the other Party for any damages or losses, Direct and/or Indirect Damages that the other Party suffered as a consequence of the aforesaid breach.

**13.5** In the event that a Party is requested by a judicial or administrative authority to provide the Confidential Information it shall inform the other Party immediately.

**13.6** This confidentiality obligation shall remain in force for an indefinite term, while the Confidential Information preserves its confidential and secret nature.

**13.7** For the avoidance of doubt, any previous confidentiality agreement, or non-disclosure agreement in force that the Parties may have signed, or that the Client may have signed with the Seller, shall remain in force and valid, and will not be affected by this provision, and still applicable for the information disclosed thereunder.

## 14 Data protection

**14.1** In the event that the Client is a natural person, GANTNER shall process his or her personal data in accordance with GANTNER's [Privacy Policy](#).

**14.2** Where the Client is a legal entity, any Personal Data accessed by GANTNER in the provision of the Services to which the Client is Controller or Processor shall be processed by GANTNER as Processor or sub-processor (as these terms are defined in the DPA). In this regard, the obligations of each Party deriving from such processing of Personal Data shall be governed by the Data Processing Agreement applicable at any given time. The Data Processing Agreement may be modified in accordance with the procedure set forth in provision 2.

## 15 Obligations and use by the Client

**15.1** The Client shall comply with all obligations, instructions, orders and restrictions deriving from the Law and applicable regulations and also from this Agreement, the User Documentation and any other terms and conditions made known to the Client via electronic means by GANTNER.

**15.2** The Client guarantees the accuracy and completeness of the Client's data, information and acceptances provided by the Client to GANTNER when entering into the Agreement.

**15.3** The Client shall at all times provide GANTNER in due time with any data or information to enable the proper execution of the Agreement by GANTNER.

**15.4** The Client shall itself and for its own account and in due time, take care of suitable hardware and apparatus, ICT systems and infrastructure, connections, power supplies, internet connection, software and any other requirement to ensure the proper functioning of the Hardware and/or the Services.

**15.5** The Client shall not make or allow any unauthorized, unlawful or improper use of the Hardware, Mobile App, Web App, Subscription and/or Services. The Client shall keep GANTNER harmless from any third parties' claims and from any losses or damages (whether Direct or Indirect) caused by any unauthorized, unlawful or improper use of the Hardware, Subscription and/or Services.

**15.6** The Client shall not enter, process, store or disseminate data in breach of the relevant legislation and regulations, the rights of third parties and/or the rights of GANTNER, including its Intellectual and Industrial Property Rights.



**15.7** The Client shall be responsible for granting access to use the Services to the Users that the Clients wants to authorize. The Client shall not permit third parties (other than Users) to use a Subscription or make use of the Services without GANTNER's express prior written permission.

**15.8** The Client will take suitable measures to prevent GANTNER's ICT systems and infrastructure from being exposed to any kind of Malware, among others computer viruses, hacking, spam, spyware and suchlike harmful files, and will take suitable measures to prevent excessive system overload, instability and/or defective functionality of GANTNER's ICT systems and infrastructure.

**15.9** The Client is in this respect expressly prohibited to sell, hire out, lease, transfer, grant use of or in any other manner disclose the Services and/or associated documentation to third parties, unless GANTNER provides prior express authorization in writing.

**15.10** Failure to comply with any of the forementioned obligations shall exonerate GANTNER of any responsibility or liability emerging from this Agreement.

## 16 Liability

**16.1** The Services, Site, Web App and Mobile App are provided "as is", and all other representations, warranties, oral or written, express or implied arising from course of dealing, course of performance, usage of trade, quality of information, quiet enjoyment or otherwise (including implied warranties, terms or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, non-interference, or non-infringement) are, to the fullest extent permitted by applicable law, excluded from this Agreement.

**16.2** GANTNER only guarantees the correct functioning of its Services via an API in a Third Party's Platform, but cannot warrant the access to them, nor the functioning and availability of other services on the forementioned platform. Therefore, GANTNER shall only be liable for the strict correct functioning of the Services in a Third Party's Platform through the API.

**16.3** GANTNER's total aggregate liability under or related to any Direct Damage shall under no circumstances exceed the aggregate amount of the Fees actually paid, over the last twelve (12) months, by the Client for the purchase of the Subscription (to GANTNER or to the Seller).

In case of Fees paid to the Seller, Client shall provide written evidence of said amount of Fees paid to the Seller, by sending written documentation which proves such amount. In the event that the Client fails to provide such evidence the maximum aggregate amount shall be determined by GANTNER's suggested retail price during the last twelve months before the occurrence, the aforementioned price shall fluctuate according to the relevant territories.

**16.4** Under no circumstances shall GANTNER (or any of its affiliates, employees, directors or shareholders) be liable to the Client or any other person for Indirect Damages, including any of the foregoing losses or damages resulting from Client's use of the Services, Mobile App, Web App and/or Site provided hereunder, or arising from any breach of this Agreement or any termination of this Agreement, 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 GANTNER has been advised or was aware of the possibility of such loss or damages.

**16.5** The forementioned limitations shall not apply in cases of; (a) malice or fraud; (b) willful misconduct; (c) liability for death or personal injury due to negligence; (d) the exclusion or limitation is not permitted by applicable law.

**16.6** The Client accepts its full liability, without any limitation whatsoever, for Direct or Indirect Damages, including any losses or damages resulting from Client's use of the Services, Mobile App, Web App and/or Site provided hereunder, or arising from any breach of this Agreement or any termination of this Agreement.

**16.7** The Client undertakes to indemnify and hold fully harmless GANTNER in accordance with the applicable law against and from any and all damages and liabilities caused as a consequence of, or in any way connected with its performance under the Agreement and the use of the Services.

## 17 Force majeure

**17.1** Neither Party shall be liable for, nor shall either Party be considered in breach of this Terms of Service due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing Party with reasonable care.

## 18 Intellectual and industrial property rights

**18.1** All Intellectual and Industrial Property Rights to the Hardware, any software, websites, the Platform, databases, equipment or other materials provided to the Client under the Agreement, such as analysis, documentation, reports or offers, even those that may derive from the rendering of the Services, are solely owned by GANTNER, its licensors or its suppliers. Nothing in this Agreement shall be understood as transfer of the ownership of any Intellectual and Industrial Property Rights from GANTNER to the Client.

The Client shall solely obtain, insofar as relevant, the rights to use expressly granted by these Terms of Service and the Law and exclusively during the Term of the Agreement. Any right of use to which the Client is entitled is not transferable to third parties.

**18.2** The Client is not permitted to remove from or change any indications concerning copyrights, trademarks, trade names or any other Intellectual and Industrial Property Rights in the Hardware, Platform, software, websites, databases, equipment or materials, including any indications concerning the confidential nature of those.

**18.3** The Client is not permitted to reproduce, dismantle, reconstitute, make any decompile reverse engineer of the source code, or in any other way process, modify or adapt the Platform, the Services or the Hardware in whole or in part in any manner whatsoever.

**18.4** GANTNER is entitled to change the technical set-up of the Platform and the Services at any time at its own discretion and without the Client's permission being necessary.

## 19 Term and Termination of the Agreement

**19.1** This Agreement shall enter in force on the date when all conditions set forth in Provision 3.2. are met, and it shall remain in force during the initial term of the Subscription (i.e. one year from the date of subscription) and its renewals.

**19.2** If the Client decides not to acquire the Subscription before the expiration of the Free Trial Period or before expiring the relevant Subscription in force, the Client shall, immediately after the expire of the Free Trial Period or the validity of the Subscription, cease having access to and being entitled to use the Services, and GANTNER shall cease the Services. In such cases, the Client may continue having access to the Site, yet the Service will not be provided. During this period, GANTNER shall not be liable whatsoever for any damage that may derive from the usage of the Site.

**19.3** Without prejudice to the other provisions of this Agreement, a Party shall only be entitled to early terminate the Agreement in the event of breach of the Agreement, when the non-performing Party fails to remedy the breach after having received a proper written notice of default specifying as many details as possible and starting a reasonable period, which may in no event exceed one (1) month, within which to remedy the failure.

**19.4** GANTNER shall be never obliged to (i) refund, reimburse or repay the Fees or any other fees already received, or (ii) pay any compensation because of termination for one of the abovementioned reasons (save in case of termination of the Agreement due to a serious breach of GANTNER of the essential obligations under this Agreement).

**19.5** All user and access rights with regard to the Services elapse with immediate effect on termination of the Agreement for any cause. Therefore, upon termination of the Agreement for any cause, GANTNER shall cease the Services.

**19.6** For avoidance of doubt, the termination of this Agreement shall not affect anyhow the validity of the Data Processing Agreement that the Client agreed to with GANTNER, which shall remain totally applicable and in force in accordance with its own terms and conditions established therein.

**19.7** In all instances where the Agreement is terminated for whatever cause, it shall continue to govern the relationships between the Parties insofar as necessary for the settlement thereof.

## 20 Transfer or making available of rights and obligations

**20.1** GANTNER is entitled to assign its rights and/or obligations under the Agreement to a third party without the permission of the Client being necessary, provided that GANTNER ensures that such third party actually undertakes to comply with the rights and obligations under the Agreement.

**20.2** The Client is not entitled to assign or make available any rights and/or obligations under the Agreement and/or the Agreement to third parties without the prior and written consent of GANTNER. Except for the event that the ownership or management of the premises or building, where the Hardware associated to the Site is installed, is transferred to a third party. In this case, the Client shall update the corresponding Site Details and Client data in the Platform.

**20.3** GANTNER is entitled to totally or partially subcontract the provision of the Services through the Platform, or any parts thereof, to any company without Client's authorization being required.

## 21 Final provisions

**21.1** If any provisions of the Agreement should turn out to be invalid, then the remaining provisions shall continue to apply undiminished to the Parties. In that event, the Parties will enter into consultations on the content of a new provision which approximates the original provision as closely as possible.

**21.2** In case of ambiguity regarding the interpretation of one or several provisions in the Agreement, these shall be construed in the spirit of those provisions.

**21.3** If a situation arises between the Parties that is not regulated by the Agreement, then this situation must be assessed in accordance with the spirit of the Agreement.

**21.4** GANTNER shall not always require the strict observance of the Agreement. This does not mean that the Agreement does not apply or that GANTNER loses or waives the right to require strict observance of these Terms of Service in other cases in any way whatsoever.

**21.5** Austrian law shall govern this Agreement in relation to any conflict, interpretation or dispute arising between the Client and GANTNER. Any disputes arising between the Client and GANTNER shall be exclusively subject to the jurisdiction of court of Feldkirch – Austria.

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

## 22 Additional provisions for consumers

**22.1** Nothing in these Terms of Service is intended to exclude, restrict, or modify any applicable consumer rights that may assist the Client under the relevant applicable law which may not be excluded, restricted or modified by agreement.

If any legislation implies a condition, warranty or term into the Terms of Services or provides statutory guarantees in connection with the Terms of Services, GANTNER recognizes such guarantee as the applicable legislation may provide. GANTNER's liability for breach of such a condition, warranty and/or any other term or guarantee shall be limited to the maximum extent permitted under such applicable law.

**22.2** Clients who may be considered as a consumer under their applicable law, and the forementioned recognizes it, may exert their right of withdrawal within the first fourteen (14) days as of Subscription purchase towards the relevant Seller. Exercise of the right of withdrawal shall not be hindered by GANTNER and will be executed at Client's own costs and by contacting directly with the Seller.

**22.3** As consumer, you may have other rights under the laws of your country, state or province. Separate and apart from your relationship with GANTNER, you may also have rights with respect to the Seller. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so.

## Annex 1 – Definitions

For the purposes of this Agreement, the terms listed herein mean the following:

- > **Agreement:** The entire agreement entered herein between GANTNER and the Client which is comprised by these Terms of Service and the Data Processing Agreement (including the Standard Contractual Clauses).
- > **API:** An Application Programming Interface (or any other similar technology or software component) offered by GANTNER through a platform that allows the client to use some of GANTNER's services without accessing them directly.
- > **Client:** A legal or natural person who enters into this Agreement for using and having access to the Services, either for professional or non-professional purposes.
- > **Confidential Information:** Includes: (i) all information concerning the Hardware, Services, or a Subscription, irrespective of its support (designs, handbooks, software, hardware, etc.) (ii) any other information to be acknowledged by the Parties by virtue of this Agreement; and (iii) any technical, financial, commercial, industrial or structural information regarding the activity of GANTNER and its Group.
- > **Data Processing Agreement (or DPA):** The supplementary agreement entered into by GANTNER and the Client, on which basis GANTNER shall process Personal Data as set forth in clause 14.2.
- > **Direct Damage:** Any actual and material damage or loss, other than Indirect Damages, caused to any Party as a direct and necessary consequence of a breach of the Agreement by the other Party.
- > **Free Trial Period:** A determined maximum of days indicated by GANTNER in which the Client can have access and use the Services free of charge pursuant to Provision 5.
- > **Fees:** The fees to be paid by the Client to the Seller for the purchase of each Subscription through recurrent billing) in order to have access and use of the Services through the Platform, all in accordance with the provisions of Provision 9.
- > **GANTNER:** GANTNER Electronic GmbH is an Austrian company, with its corporate registered address located at Bundesstrasse 12, 6714 Nüziders, Austria, with the VAT No. ATU49378007, telephone number [+43 5552 33944](tel:+43555233944) and e-mail address [info@gantner.com](mailto:info@gantner.com). Registered at the Commercial Registry of the Regional Court of Feldkirch, Austria under the registration No. FN 193360 d. GANTNER is a SALTO group company.
- > **Hardware:** The compatible hardware purchased to a Seller, which is required for the access and use of the Services by the Client.
- > **Indirect Damage:** Consequential damages, loss of profits, lost savings, reduced goodwill or reputation damages to Clients, GANTNER, SALTO's Group or SALTO's and GANTNER's Partner or other third parties, and all other forms of indirect damage caused to any Party which is not a direct, predictable and necessary consequence of a breach of the Agreement by a Party.
- > **Installer:** Any installer authorized by SALTO's and GANTNER's Partners or by SALTO and GANTNER for the Hardware commissioning, Site set-up and release.
- > **Intellectual and Industrial Property Rights:** All intellectual and industrial property rights in the meaning of Spanish or international conventions on intellectual property, including other property rights and potential license rights, source codes, software, database rights and other rights vested in GANTNER or SALTO's Group with the broadest legal extension.
- > **Malware:** Applications, executable code or malicious content, and any computer programs specifically designed to infiltrate and damage networks and computers without GANTNER's consent or that GANTNER deems to harm the Platform. Malware shall cover, without limitation, all different types of threats to your computer and network safety, among other viruses, spyware, worms, trojans or rootkits.
- > **Mobile App:** The mobile application of the Platform, which must be downloaded from an authorized mobile app store.
- > **Parties:** GANTNER and the Client, individually referred to as the "Party".

- > **Partner Documentation:** Any contractual documentation entered into and between a SALTO or GANTNER Partner and the Client (either in writing or by digital means) for the purchase of the Hardware and/or a Subscription by the Client, which shall include the Fees for accessing and using the Services.
- > **Platform:** The platform in which the Client is registered and is managed by GANTNER and used by GANTNER to provide the Services, composed by a Web App and/or a Mobile App.
- > **Registration:** Process to be completed so as to activate the Site following provisions of Provision 4.
- > **SALTO:** SALTO Systems, S.L. is a Spanish company, with its corporate registered address located at C/Arkotz 9, Polígono Lanbarren, 20180 Oiartzun, Gipuzkoa, Spain, with Tax Identification Number B-20.708.517, telephone number +34 943 344 550 and e-mail address [info@saltosystems.com](mailto:info@saltosystems.com), registered at the Commercial Registry of Gipuzkoa, at Volume 1.850, Sheet 101, Page SS-18.081. SALTO is the parent company of GANTNER.
- > **SALTO's Group (also only as "Group"):** Means SALTO, SALTO's affiliate and subsidiary companies identified in [SALTO's website](#).
- > **SALTO's and GANTNER's Partner (also only as "Partner"):** Any of the SALTO's and GANTNER's partners who commercialize the Hardware and/or the Services and through which the Client may purchase the Subscription for the use and access of Services and/or Hardware.
- > **Seller:** The specific company from which the Client has purchased the Hardware and/or the Subscriptions, which could be, among others: SALTO, GANTNER or any entity within the SALTO Group or SALTO's and GANTNER's Partners.
- > **Service(s):** Any of the electronic locking solutions for doors, lockers and access control provided remotely by GANTNER to the Client for which the Client has purchased a Subscription and in respect of which this Agreement is accepted.
- > **Site Details:** The customer code, password, customer name, activation codes and other details relating to the Client which permit the Client to have access to the Site.
- > **Site:** An account enabling the Client to have access and use the Services through the Platform in order to manage the physical access of the specific premises or building where the Hardware associated to it is installed.
- > **Subscription:** The recurrent subscription which needs to be purchased by the Client for receiving the Services.
- > **Terms of Service:** The Terms of Service herein which are entered between GANTNER and the Client regarding the use and access of the Services.
- > **Third Party's Platform:** Any platform owned by a company other than GANTNER, including Clients', that uses any of GANTNER's Services by integrating them in their platform. These Services are ultimately provided by GANTNER to the Client.
- > **User(s):** Natural person(s) authorized by the Client to have access to and use the Services.
- > **User Documentation:** Any of the documents designated by GANTNER as such, whether or not in electronic form, which may include user documentation for the Hardware and the services.
- > **Web App:** Means the web application of the Platform.

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