

GENERAL TERMS OF USE	
TRANSMITTER	
(hereinafter referred to as the "Terms of use")	
DEFINITIONS	
"Manufacturer" shall mean the company or any its affiliates, officers, directors, employees, partners and licensors as supplier of the Product;	
"Skadii" shall mean the company that offers the License of the System including Data hosting;	
"Customer" shall mean the purchaser of the Product and System;	
"Parties" shall mean the Manufacturer and the Customer and a Party means any one of them;	
"System" shall mean the software licensed by Skadii for the visualisation of the Data of the Customer;	
"Data" shall mean any production, performance, system and/or technical data, etc., excluding any type of personal data;	
"Products or Product" shall mean the transmitter installed on an Asset;	
"Asset" shall mean ropeways, vehicles, snow making equipment, tree care equipment and/or any other object.	
1. PRODUCT DESCRIPTION	
1.1.	In order to transfer Data, the Product will be installed on a Customer's Asset
1.2.	The System allows the transfer of Data from the Product to the server of Skadii.
1.3.	The System can provide real time and historical information related to the Asset.
1.4.	The Customer authorizes Skadii to process Data collected through the System in accordance with the provisions of this Terms of use and to make it available to the Manufacturer for the use under this Terms of use.
1.5.	The access and/or use of the Data is subject to all of the terms and conditions of this Terms of use as well as all other terms and conditions agreed between Skadii and the Customer.
1.6.	The Manufacturer and/or Skadii may offer to the Customer the purchase of services in connection with the System. New services may provide different terms and conditions of purchase and use. The performance of services may be subject to a separate agreement.
1.7.	Condition precedent for the use and visualization of the System and/or other services in connection with the System by the Customer is the signature of the Sales- or Trial-Agreement with Skadii.
2. LIMITATION OF LIABILITY	
2.1.	The Manufacturer does not guarantee certain coverage, range and/or signal strength of the System and/or of the Product.
2.2.	The Manufacturer declines any responsibility or liability if the System and/or Product does not reach a satisfying running, and especially if dysfunctions are due to: <ul style="list-style-type: none"> <li>a. faults external to the electrical equipment;</li> <li>b. wrong operations, negligent acts or vandalism;</li> <li>c. any other dysfunction not attributable to the Manufacturer.</li> </ul>
2.3.	The Customer is aware that the System collects Data from the Product supplied by the Manufacturer or third parties, declining any liability for any loss and/or damage of Data.
2.4.	The Customer, in any case, expressly agrees that the Manufacturer and its affiliates, officers, directors, employees, partners and licensors shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profit loss of Data, interruption of business and/or loss of use.
2.5.	The Customer must promptly inform the Manufacturer in the event that the Product becomes lost or stolen, or becomes inoperative due to damage, or if it has been misused in any way.
2.6.	The Manufacturer is not liable for: <ul style="list-style-type: none"> <li>a. the use of the System will be timely uninterrupted, secure or error-free;</li> <li>b. any Data obtained from the System will be accurate or reliable;</li> <li>c. any eventual defects or errors in the System will be corrected in due time;</li> <li>d. the System will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion.</li> </ul>
2.7.	The Customer will indemnify and hold the Manufacturer and/or Skadii harmless against any claims incurred by the Manufacturer and/or Skadii arising out of or in conjunction with Customer's use of the System and/or Product, as well as all reasonable costs, expenses and attorney fees incurred therein.
2.8.	The Manufacturer expressly excludes any kind of operational and/or monitoring responsibility regarding the Asset of the Customer.
3. PROPERTY OF DATA	
3.1.	The Customer allows Skadii and its affiliates, officers, directors, employees, partners and licensors to access and use in an exclusive way the Data, for its own business purposes including, among others for internal research, statistic, promotional and/or any other use, including for development and improvement as well as the use for information services.
3.2.	The Customer acknowledges that the Manufacturer may access the System and use the Data for statistical purposes as well as to improve or develop Manufacturer's products and/or develop new services.
3.3.	Skadii reserves the right to access the Data for an unlimited duration, provided that such storage of the Data complies with all applicable laws and regulations.
3.4.	The Manufacturer may disclose the Data to outside parties when disclosure is reasonably necessary to: <ul style="list-style-type: none"> <li>a. comply with any applicable law, regulation or court order;</li> <li>b. prevent fraud or abuse against the Manufacturer;</li> <li>c. protect the property rights of the Manufacturer;</li> <li>d. defend the Manufacturer and its affiliates, officers, directors, employees, partners and licensors from any legal proceedings arising out of the Data.</li> </ul>
3.5.	Any intellectual property and/or software right relating to the System is and remain the exclusive property of Skadii. Nothing in this Contract can be construed as license right to the Customer for purposes not related to this Contract.
4. CONFIDENTIALITY	
4.1.	Each Party, also for its respective shareholders, directors, employees and consultants, undertakes to treat as confidential and to not disclose, communicate, reproduce, copy any and all data, document, information, news and the like, whether oral or in writing, (hereinafter referred to as the "Confidential Information") received from the other Party or of which it has become aware during the performance of this agreement, unless to the extent necessary to finalise any agreement with financial entities.
4.2.	The Parties shall not be liable for the disclosure, reproduction and use of Confidential Information to the extent necessary and required to carry out the obligations under this agreement or to comply with applicable laws or regulations. In this case, the Party required to make such disclosure shall immediately notify the other in writing, indicating the Confidential Information for which the disclosure is requested and it shall use any diligent effort to ensure that the confidentiality of the Confidential Information is respected.
4.3.	The Parties shall not be liable for the disclosure, reproduction and use of Confidential Information which: <ul style="list-style-type: none"> <li>a. is or has become of public domain prior to the execution of this agreement;</li> <li>b. becomes of public domain following the execution of this agreement independently from either Party's behaviour;</li> <li>c. is legitimately acquired from third parties with free access to said information and who have communicated it to the Parties not under a confidentiality commitment.</li> </ul>
4.4.	Either Party shall immediately notify the other Party if it becomes aware of any misappropriation or misuse of Confidential Information by any third party.
4.5.	Following termination for any reason of this agreement, either Party shall immediately return to the other any Confidential Information received from the other Party.
5. FORCE MAJEURE	
5.1.	Neither Party shall be deemed in default of this agreement to the extent that performance of their obligations are delayed or prevented by reason of any act of God, fire natural disaster, accident, act of government or any other events or circumstances beyond the reasonable control of such Party provided that such Party gives the other Party written notice thereof promptly.
6. MISCELLANEOUS	
6.1.	This Terms of use constitute the complete statements agreed between the Parties related to the subject matter of the same and it supersedes any previous agreement, whether oral or in writing, between the Parties in respect thereof.
6.2.	For everything that is not regulated by this Terms of use, the General Conditions of Sale of the Manufacturer shall apply.