

# WEBSITE TERMS AND CONDITIONS

Updated on 01/03/2021

## 1. OBJECT

These website terms and conditions (“Terms and Conditions”) define the terms and conditions of the provision and use of DELTA DORE’s website <https://smart-iot.deltadore.com> (the “Website”) as well as the services associated to this Website.

The current online version of these Terms and Conditions is the sole enforceable version, until a more recent version replaces them.

Delta Dore can, at its own discretion, modify unilaterally and at any time, the content of these Terms and Conditions.

While using the Website, the user confirms that he accepts these Terms and Conditions and agrees to comply with them. If the user doesn’t agree with these Terms and Conditions he should not use the Website.

The technical nature of the products and services presented on the Website means that it is not suitable for children.

## 2. COMPANY DETAILS

The Website is published by DELTA DORE, a limited liability company with a capital of 2.227.496 €, whose registered office is in Le Vieux Chêne – 35270 BONNEMAIN and registered at the Saint-Malo Trade and Company Register under number 897 080 289. The publisher owns all rights and titles on the Website and the services associated.

## 3. DEFINITIONS

This clause aims to define the essential words of these Terms and Conditions:

**Developer Portal:** Means the part of the DELTA DORE website, made available by DELTA DORE for the purpose of using DELTA DORE’s APIs.

**Technical equipment:** Means the terminals executing the Website (ie: Smartphones, tablet computers...) and their operating systems.

**Personal data:** Means any information directly or indirectly identifying a natural person (ie : name, place of residence etc.)

**Website:** Means all DELTA DORE’s web pages accessible at the following address: <https://smart-iot.deltadore.com>

**DELTA DORE solutions:** Means all products and services marketed by DELTA DORE.

**User:** Means any natural person of legal age who is responsible for using the Website.

## 4. DESCRIPTION OF SERVICES

The Website aims at:

- Introducing DELTA DORE's solutions related to the Developer Portal and providing information on such solutions
- Contacting DELTA DORE to get further information on the solutions.

## 5. COOKIES

The Website is using cookies that are strictly necessary. These cookies are used by the Website in order to perform its basic functions. The Website does not use cookies subject to consent.

## 6. INTELLECTUAL PROPERTY

The Website is owned by DELTA DORE only. The photographs, texts, slogans, images, drawings, animated sequences with or without sound as well as all works integrated in the Website, except for the User imported data, are owned by DELTA DORE or by third parties who allowed DELTA DORE to use them.

The reproduction and use of the Website, on a paper of informatic support, is authorized provided that it is strictly for a personal use, excluding any commercial/advertisement/informational use and that such reproduction complies with Article L 122-5 of the French Intellectual Property Code.

Except as provided above, any reproduction, representation, use or modification, by any process whatsoever and on any medium whatsoever, of all or part of the Website and all or part of its content, without DELTA DORE prior written authorization, is strictly prohibited and constitutes an infringement of copyright.

No license nor any rights other than the right to consult the Website is conferred to the User with regard to intellectual property rights and copyright.

## 7. HYPERTEXT LINKS

The Website may contain hypertext links to other websites created and operated by third parties over which DELTA DORE has no control.

DELTA DORE cannot be responsible for the content that can be found on these websites or for their practices, as well as for any damage or injury resulting from browsing on these websites.

In addition, DELTA DORE authorizes the use of "simple" hypertext links to refer to the home page of the Website (<https://smart-iot.deltadore.com>) or to updates of notices.

## 8. ACCESS TO WEBSITE

The Website is available to any User with access to internet. All costs incurred by the User to access the services (hardware, internet access etc.) are borne by him.

Access to and/or use of the Website is strictly for personal use only. The User agrees not to use the Website, as well as the information or data contained therein, for commercial, political or advertising purposes or for any form of commercial prospecting.

DELTA DORE endeavors to ensure the quality of access to its services. However, DELTA DORE accepts no responsibility for any downtime due to force majeure.

The Website is made available free of charge.

DELTA DORE do not guarantee that the Website, or its content, will always be available or be uninterrupted. DELTA DORE may suspend, withdraw or restrict the availability of any of all part of the Website for business and operational reasons.

The User is responsible for ensuring that any person who accesses the Website through its internet connection is aware of these Terms and Conditions and other applicable terms and conditions, and that it complies with them.

## **9. MANAGEMENT AND MODIFICATION OF THE WEBSITE**

In order to manage the Website, DELTA DORE may at any time:

- Suspend, interrupt or limit access to the Website in whole or in part. The User agrees not to claim any compensation due to the interruption, suspension, limitation or modification of these Terms and Conditions,
- Delete any information that may disrupt the operation thereof or which contravenes national or international laws,

DELTA DORE reserves the right to launch new services and, where applicable, without notice and at its sole discretion, to delete, improve or change all or part of the functionalities, features, headings and services of the Website.

## **10. LIABILITY**

### **10.1 USER'S LIABILITY**

The use of the Website requires certain Technical Equipment for which the User will be fully liable. The User will therefore check the compatibility, proper installation, correct operation running and maintenance of any Technical Equipment that is necessary for the use of the Website.

The User will also be responsible for any faults, viral attacks or attempted intrusions made in relation to its connecting equipment.

The User shall be liable for any legal proceedings brought against him as a result of damage caused to him, to third parties and/or to his equipment due to the use of the Website or failure to comply with these Terms and Conditions.

### **10.2 DELTA DORE'S LIABILITY**

DELTA DORE is liable for the performance of its contractual obligations under these Terms and Conditions, and for complying with the laws and regulations in force.

DELTA DORE endeavors to ensure access to the Website.

Although DELTA DORE takes reasonable efforts to update the information on the Website, DELTA DORE makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date. In the case of different contents, only the product notices are authoritative.

DELTA DORE cannot be held liable in the event of failure to comply in whole or in part with these Terms and Conditions where such failure is attributable to the User or caused by the unforeseeable and unavoidable actions of a third party or in the case of a force majeure event.

In particular, DELTA DORE shall not be held liable in the following circumstances:

- if the User's Technical Equipment is incompatible or faulty, especially due to the age of the Technical Equipment,
- in case of a breakdown, fault, difficulty or interruptions to operations preventing access to the Website or to one of its functionalities,
- in case of issues including but not limited to the availability, security and quality of the Website and whether it is up to date,
- in the event of damage or alteration to Technical Equipment or connected equipment as a result of the installation or use of the Website;
- in the event of force majeure or an unforeseeable and unavoidable event of a third party.

## **11. CHANGES TO THESE TERMS AND CONDITIONS**

These Terms and Conditions may be subject to changes from time to time. The User is therefore advised to consult them regularly. They are available on the Website or on request.

## **12. TERM AND TERMINATION**

The applicable Terms and Conditions are those published on the Website. They come into force on the day of their publication on the Website

At any time, DELTA DORE may terminate the agreement with the User if he has infringed the clauses of these Terms and Conditions.

## **13. GOVERNING LAW**

These Terms and Conditions are governed by French law. Failing any attempt to seek an amicable settlement, disputes will be ruled by the courts within the jurisdiction of DELTA DORE's head office subject to specific jurisdiction derived from a specific law.

Data will be saved in consideration of the laws in force in each country, unless special provisions apply and are accepted by the User.

## **14. CONTACT**

In the event of difficulty with the use of the Website, the User may contact:

Customer Services  
+33 (0)8.92.68.20.70

In the event of issues concerning personal data collection, the User may contact:

By post :  
DELTA DORE  
Data Protection Officer  
Le Vieux Chêne  
35270 BONNEMAIN

By email :  
[privacy@deltadore.com](mailto:privacy@deltadore.com)