SYS-TO
Contract terms and privacy document for KSY/WA service
(WebApp option for KSY/TI touchscreen interface)

Form Rev.6 del 03/05/2023

TERMS OF USE OF THE CLOUD SERVICE

Rhoss provides the service of remote access to the web pages of the KSY-TI touchscreen interface in accordance with the conditions of the following terms of use of the service (hereinafter "the terms of use").

1. Description of the WEB APP - KSY/WA service

1.1. The KSY-WA option allows, via the service provided by the portal corvinacloud.com, online access and interaction with the web pages of the KSY-TI touchscreen interface, using a device that is connected to the internet and equipped with a browser, e.g. a smartphone or a tablet. The cloud service involves a one-off charge at the time of purchase. No further amount will be due to Rhoss S.p.a. for the use of the cloud service. The customer will only be charged for the internet connection and the devices used for the connection.

2. Description of the contract and of the contracting parties

2.1. Rhoss S.p.a. (hereinafter "Rhoss") provides a service of remote access to the web pages of the KSY-TI touchscreen interface, available to registered customers who have purchased the KSY/WA Web App option (hereinafter "the customer").

2.2. Rhoss provides the cloud connection service only to duly registered customers pursuant to chapter 3 of the terms of use.

2.3. The service is supplied via the Corvina Cloud platform, which is provided by Exor International S.p.a. (hereinafter "Exor"), which is also the data processor. For this reason, Rhoss declines any liability for damage associated with the use of the cloud service or with its failure or malfunction.

2.4. The conditions for the contractual relationship between Rhoss and the customer are described herein. The application of the customer's general purchase conditions or of any other condition not in this document is expressly excluded.

3. Registration and use

3.1. The customer must provide the name of the natural person or the company name of the legal person who is the holder of the service, as well as the contact details (address, e-mail, telephone number) of a person that Rhoss can contact if necessary.

3.2. To use the service, the customer must accept these terms of service, purchase the KSY/WA Web App option and ensure that the KSY-TI touchscreen is connected to the internet.

3.3. If the customer is a natural person, he/she must be of legal age and have full legal capacity.

3.4. After purchasing KSY-WA Web App option, filling the activation form with all the data required by chapter 3.1 and clicking the submit button, the customer will receive, at the address he/she provided, an e-mail from Rhoss with the necessary information to access the corvinacloud.com service.

3.5. The customer may not, in any way, raise claims related to the conclusion of this agreement. Rhoss reserves the right to refuse to accept a contract of use or to terminate the existing agreement in case of violation of the terms of use, transmission of false registration information and/or doubts regarding the user's legal status. The customer must notify Rhoss immediately of any change in the information provided during registration.

4. Duties of the customer

4.1. The customer must use the remote access service exclusively in order to use the web pages of the KSY-TI touchscreen interface.

4.2. To ensure the full functionality, security and maintenance of the corvinacloud.com portal, the customer must be prepared to carry out operations on the KSY-TI touchscreen interface if requested by Rhoss. Namely, the customer must promptly install the firmware updates recommended by Rhoss on the touchscreen devices that are connected to the cloud service of the covinacloud.com portal.

4.3. The customer must keep the data used to access the KSY/WA Web App service somewhere safe, in particular the user name and the password used to access the corvinacloud.com portal. This information must be kept safe and not be disclosed to anyone.

4.4. Read the use and installation manual of the KSY-TI touchscreen interface and of the KSY-WA option carefully before use.

5. Data security

5.1. The Payload (the customer's IP data flow content) will never be seen or stored by Rhoss, except in the event of remote assistance with the customer's consent.

5.2. The customer's personal data is stored, processed and used for the operation and maintenance of the remote access service supplied by the corvinacloud.com portal.

5.3. Any data saved will be deleted if it no longer needs to be stored.

6. Duration of the service

6.1. The remote access service is supplied for two years from the moment of purchase. Thereafter, it will be renewed every year by tacit agreement and free of charge, unless the customer notifies Rhoss otherwise.

6.2. After the first two years of provision of the service, Rhoss reserves the right to interrupt the service at any time, especially in case of changes in Exor's conditions of supply.

7. General provisions

7.1. This contract is written in Italian. Other languages are translations of this text. In case of disputes and if discrepancies and/or errors are found in the translations, the only valid language will be Italian.

7.2. If for reasons of force majeure (any event outside of Rhoss control) or for reasons not attributable to Rhoss, Rhoss can no longer supply the service described, Rhoss will not be held liable for breach of these terms of service.

By checking the flag "I agree the terms and contract conditions" and by clicking the "Submit" button the customer hereby requests the activation of the KSY/WA Web App service as described in section 1) and accepts all the terms of use of the service described in this document.
Pursuant to article 1341 et seq. of the Italian Civil Code, the undersigned declares that he/she explicitly accepts the waiver of liability under section 4, paragraph 2.3 of the terms of use of the service.

PRIVACY POLICY