

SR.LOBO General Terms and Conditions of Sale

1. Purpose

These terms govern access to and use of the SR.LOBO SaaS solution, based on the contracted packages and any associated hardware where applicable.

2. Software Access and Use

- SR.LOBO grants the client a non-exclusive, non-transferable right of use limited to the duration of the contract.
- Access is provided through unique credentials, which are the client's responsibility.
- Any attempt to sublicense, modify, or copy the software without explicit authorization will result in immediate termination of the service.

3. CONTROL PACK Specific Conditions (SMART AUTOMATION SYSTEM)

- CONTROL PACK is a solution combining hardware, software, a recurring subscription, and a one-time initial fee for system configuration and integration into loboCLOUD.
- Devices require a stable internet connection and electrical power for proper operation. SR.LOBO shall not be held liable for failures resulting from interruptions in these services.
- SR.LOBO provides the hardware management software but does not guarantee uninterrupted operation in the presence of external factors beyond its control.
- Upon service termination, access to CONTROL PACK functionalities will be immediately suspended.

- Advanced Automation Options (Optional Add-ons): Projects that include advanced automation options (e.g., Wi-Fi receivers, DALI Masters, etc.) are considered custom, ad hoc solutions and are classified as NCNR (Non-Cancellable, Non-Returnable) products. These items are purchased outright by the client and are not covered under the Retention of Title clause.

4. Retention of Title Clause CONTROL PACK (SMART AUTOMATION SYSTEM)

- All hardware provided by SR.LOBO remains the exclusive property of SR.LOBO.
- The client must return the supplied hardware in proper condition within a maximum of 15 days after service cancellation.
- In case of non-return or return in poor condition, SR.LOBO may claim financial compensation equivalent to the replacement cost of the hardware.
- SR.LOBO reserves the right to remotely disable the hardware if the client fails to comply with the return obligation.

5. Payment and Cancellation Terms

- The service is billed via monthly or annual subscription.
- The client may cancel the subscription at any time without commitment, provided at least 15 days' notice is given prior to the next billing date.
- Non-payment will result in automatic service suspension 7 days after the due date.
- SR.LOBO reserves the right to terminate the account and delete data if non-payment persists for more than 30 days.

6. Data Protection and Security

- SR.LOBO complies with applicable data protection regulations (GDPR and Spanish Data Protection Law).
- The client is responsible for ensuring end-user consent for data processing through the software.
- SR.LOBO implements security measures to protect information but shall not be liable for breaches caused by unauthorized access or client negligence.

7. Limitation of Liability

- SR.LOBO shall not be liable for financial losses, service interruptions, or indirect damages arising from the use of the software.

8. Contract Duration and Termination

- The contract renews automatically unless the client notifies cancellation at least 15 days prior.
- SR.LOBO may suspend or terminate the service in case of breach of these terms by the client.

9. Governing Law and Jurisdiction

- This contract is governed by Spanish law.
- Any disputes shall be subject to the jurisdiction of the courts of Madrid.