TERMS OF USE – Speria (Rotem) applications
使用条款 – 蒙特应用程序

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INRODUCTION
介绍

These Terms of Use ("**Terms**") apply to your use of a Speria Rotem mobile application or web application ("**App**") and all of the functionalities offered through the use of the App (the "**Services**") and constitute a binding contract between you, duly acting on behalf of a corporation or other legal entity, and Speria (Rotem) Ltd ("**Speria**", "**we**", "**us**", or "**our**"). The App is solely intended for commercial use, to the exclusion of any private use.
本使用条款（以下简称"条款"）适用于您对蒙特移动应用程序或网络应用程序（以下简称"应用程序"）及该应用程序使用过程中所提供的所有功能（以下简称"服务"）的使用，并构成您（代表贵公司或其它法律实体）与 Speria (Rotem) Ltd（"蒙特"或"我方"）之间具有约束力的合同。应用程序仅适用于商业用途，不适用于任何私人用途。

Speria grants you the right to use the App and the Services pursuant to these Terms (as amended from time to time) and any other applicable terms included or referenced herein or in the App. You accept these Terms by clicking "Accept Terms of Use" in the App or at the webpage. If you for any reason do not accept parts of these Terms do not proceed by clicking "Accept Terms of Use" and do not attempt to access the App or any of the Services. If the Terms are not accepted, the App and the Services will not be available and Speria will not be able to provide any support to you and you will not be able to see any Controller Data (as defined below) in the App.
蒙特授予您根据本条款（及其不时修订的版本）以及本条款或应用程序中包含或引用的任何其它适用条款使用应用程序及服务的权利。您可通过点击应用程序或网页中的"接受使用条款"选项来接受本条款。如您出于任何原因不接受本条款的任何部分，请不要点击 "接受使用条款"选项。如本条款未被接受，应用程序及服务将不可用，且蒙特将无法为您提供任何支持，您将无法在应用程序中查看任何控制器数据（定义见下文）。

We reserve the right to alter the content of these Terms, at any time, without prior notice, by publishing an updated version of these Terms on https://rotem.com/terms-of-use/ or by updating the App to incorporate the new terms of use. By using the App and the Services or by continuing to use the App and the Services after an update to these Terms, you acknowledge your full understanding of and accept the updated Terms.
我方保留随时通过在 https://rotem.com/terms-of-use/ 发布本条款更新版本或更新应用程序以纳入本条款更新版本的方式更改本条款内容的权利，恕不另行通知。您若使用应用程序及服务或在本条款更新后继续使用应用程序及服务，即表示您承认完全理解并接受更新后的条款。

If you wish to terminate the Terms including the access to the App or the Services, you can do so by unclicking the "Accept Terms of Use" checkbox, subject to the termination provisions

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provided for herein.
如您希望终止本条款，包括终止对应用程序或服务的使用，您可取消勾选“接受使用条款”的复选框。本条款的终止受本条款项下终止条款的管辖。

If you choose to unclick the “Accept Terms of Use” checkbox, Speria is entitled to, in its sole discretion and without giving any prior notice to you, disconnect the device on which the App is installed from the Services and any other relevant related Speria services.
如您取消勾选“接受使用条款”的复选框，蒙特有权自行决定切断安装应用程序的设备与服务及任何其它相关蒙特服务的连接，且无需事先通知您。

Information regarding the processing of your personal data in connection with your use of the App and the Services is provided in our Privacy Policy, available at https://rotem.com/terms-of-use/ 有关处理与您使用应用程序及服务相关的个人数据的信息，请参阅公布于 https://rotem.com/terms-of-use/ 的我方隐私政策。

LICENSE
许可

By accepting these Terms in accordance with the above, we grant you a non-exclusive, non-transferable, non-sublicensable, personal, limited, revocable license to use the App and the Services on the terms and conditions set out in these Terms (“**License**”).
通过根据上述接受本条款，我方授予您非排他、不可转让、不可再许可、个人、有限、可撤销的许可，以根据本条款项下的条款条件使用服务（“许可”）。

The License includes the right to download and install the App on devices (mobile phone or tablet) or access the App through the web link, and solely for the purpose of using the App to process your own Controller Data (as defined below) and use the Services.
许可包括在设备（手机或平板电脑）上下载并安装应用程序或通过网络链接访问应用程序的权利，但仅限于使用应用程序处理您自身的控制器数据（定义见下文）及使用服务之目的。

USE OF THE APP AND THE SERVICES
应用程序及服务的使用

The App can be downloaded from Apple, Inc. App Store (https://www.apple.com/itunes) or the Google Inc. Play Store (https://play.google.com/store). The App can only be accessed after having created a personal account and you agree that you will not share your account with anyone else or anyone outside your organisation.
该应用程序可从苹果 App Store（https://www.apple.com/itunes）或谷歌 Play Store（https://play.google.com/store）下载。使用该应用程序前，您必须创建个人帐户，并承诺不会与任何其他人或您公司外部的任何人共享您的帐户。

Parts of the Services are free of charge (“**Free Services**”), while other parts of the Services are paid services (“**Paid Services**”). Speria reserves the right to, in its own discretion, change which type of services that shall be included in the Free Services and/or the Paid Services at any time without any prior notice.
部分服务是免费的（“免费服务”），其它部分则是付费服务（“付费服务”）。蒙特保留随时按其自由裁量决定更改免费服务及/或付费服务中包含的服务类型的权利，恕不另行通知。

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These Terms apply solely to the use of the App and the Services and not to the use of climate and irrigation controllers labelled and/or marketed by Speria (Rotem) Ltd or any of its affiliates ("**Controller(s)**") connected to the App. For the avoidance of doubt, the use of Controllers is regulated by separate terms.
本条款仅适用于应用程序及服务的使用，不适用于 Speria (Rotem) Ltd 或其任何关联公司所标识及/或销售的气候及灌溉控制器（"控制器"）的使用。为避免疑义，控制器的使用另有特定条款规定。

In addition to any other user restrictions as provided for under these Terms and except as expressly permitted under these Terms, you shall not:
除本条款所述的其它使用限制外，且除非本条款明确允许，您不得：

(a) override any security feature or circumvent any access controls or use limits of the App and the Services;
屏蔽任何安全设置或规避应用程序及服务的任何访问控制或使用限制；

(b) violate the intellectual property rights or other rights of Speria;
侵犯蒙特的知识产权或其它权利;

(c) without prejudice to your rights with respect to the Controller Data (as defined below), copy, reproduce, republish, reuse, upload, post, transmit or distribute any content presented in or provided by the App, including without limitation for public or commercial purposes;
在不影响您对控制器数据（定义见下文）的权利的情况下，复制、仿造、重新发布、重复使用、上传、发布、传输或分发应用程序中或通过应用程序提供的任何内容，包括但不限于用于公共或商业目的；

(d) rent, lease, sub-license, loan, distribute or sell/re-sell or exploit the App (including source code);
出租、租赁、再许可、出借、分发或出售/转售或对应用程序（包括源代码）进行商业利用；

(e) incorporate the App with any other programs;
将应用程序纳入任何其它程序；

(f) make alterations to, or modifications of the whole or any part of the App, or disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App; and
对应用程序的全部或任何部分进行更改或修改，或反汇编、反编译、逆向工程或基于应用程序的全部或任何部分创建衍生作品；或

(g) remove any copyright, trademark or other proprietary rights notices from the App.
从应用程序中删除任何版权、商标或其它所有权声明。

PAYMENT AND SUBSCRIPTION
付款及有效期

The prices set forth in the App are exclusive of any fees or taxes and may be subject to foreign exchange fees or differences in prices based on location (*e.g.* exchange rates). We may freely modify our prices upon reasonable notice. Failure to pay the fees will result in the termination of your Paid Services.

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应用程序中规定的价格不包括任何手续费或税费，并在某些地区可能受到换汇费用或汇率差异的影响。我方有权在合理通知的前提下任意更改我方的价格。您若不支付费用，将导致您的付费服务终止。

When you subscribe to our Paid Services, the fees for such services will be charged in accordance with Speria' offered subscription plans from time to time. Speria charges you based on the selected automatically-renewing interval opted for by you, on a pre-paid basis until the subscription is cancelled. Your subscription will continue and be automatically renewed by the end of the subscription period unless cancelled during the subscription period. You may terminate your subscription at any time and the termination will be effective at the end of the current subscription period. Upon termination, you will not have access to the Paid Services.
当您订购我方的付费服务时，此类服务的费用将根据蒙特不时提供的订购计划收取。蒙特根据您选择的自动续订期限，以预付费方式向您收取费用，直至您取消订购。除非您在订购期间取消订购，否则您的订购将在订购期届满时自动续订并持续有效。您可以随时取消订购，一旦取消，订购将在当前订购期届满时终止。终止后，您将无法使用付费服务。

If your payment method ceases to work, your service subscription will automatically be changed to a subscription of the Free Services.
如果您的付款方式失效，您的订购将自动更改为免费服务订购。

CONTROLLER DATA
控制器数据

You grant (or warrant that the owner of the following rights has expressly granted) Speria, during the entire intellectual property rights protection period, a perpetual, non-time limited, non-revocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable right to store, display, view, download, modify and alter any data collected by the Controller and imported to the App ("**Controller Data**") and use it for the purposes of, including without limitation, troubleshooting, support and statistical purposes as well as for Speria' product development activities. Speria shall have the right to share and transfer Controller Data to third parties to the extent required for the purposes of, including without limitation, provision of services (such as part of an independent service offering), troubleshooting, support, analytical and statistical purposes as well as product development activities.
您授予（或保证以下权利的所有者明确授予）蒙特在知识产权受保护期限内永久有效、无时限、不可撤销、全球性、免费、全额缴清、非排他、且可再许可的权利，以存储、显示、查看、下载、修改及变更控制器收集的及应用程序导入的任何数据（"控制器数据"），并将其用于包括但不限于故障排除、支持及统计目的以及蒙特的产品开发活 动。蒙特有权在必要范围内将控制器数据共享并传输至第三方，包括但不限于为提供服务（例如作为独立服务项的一部分）、故障排除、分析、统计及产品开发活动之目的而进行的数据传输。

If the Controller Data includes personal data, the processing of such data is subject to our Privacy Policy.
如果控制器数据包括个人数据，则此类数据的处理受我方的隐私政策的约束。

ANALYTICAL DATA
分析数据

By accepting these Terms in accordance with the above, you agree to the collection, processing, copying, backup and storage of technical and related information generated by your use of the

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App and the Services, including, without limitation, information related to date and time of App usage, App version, App features usage, App actions usage and session's lengths, and any cookies or other information generated by tracking technology (jointly referred to as the "**Analytical Data**"). As between you and Speria, all right, title and interest in the Analytical Data and all intellectual property rights therein, shall belong to and are retained solely by Speria.
如您根据上述接受本条款，即表示您同意我方收集、处理、复制、备份和存储您使用应用程序和服务时产生的技术信息和相关信息，包括但不限于与应用程序使用日期和时间、应用程序版本、应用程序功能使用、应用程序操作使用和会话时长相关的信息，以及任何通过跟踪技术生成的 cookies 或其它信息（统称为"分析数据"）。就您与蒙特之间而言，分析数据的所有权利、所有权和利益以及其中包含的所有知识产权均属于蒙特，并由其独家保留。

When using the web application, you may refuse to accept cookies or block other tracking technologies by activating the setting on your browser. You can also block third-party cookies and restrict the use of cookies to sessions. You can find information on how to adjust your cookie preferences and other privacy settings at the browser provider's website. You can choose to disable cookies, but if you do, your ability to use or access certain parts of our website and Services may be affected. We do not recognize or respond to browser-initiated Do Not Track signals.
在使用网络应用程序时，您可以通过激活浏览器上的设置来拒绝接受 cookies 或阻止其它跟踪技术。您还可以阻止第三方 cookies，并将 cookies 的使用限制在会话期间。您可在浏览器提供商的网站上找到有关如何调整 cookies 首选项和其它隐私设置的信息。您可选择禁用 cookies。但如果您这样做，可能会影响您使用或访问我方网站的某些部分和服务的能力。对于浏览器发出的"请勿追踪"信号，我方不予承认或响应。

The Analytical Data may be used to, including, without limitation, operate, provide, improve and develop Speria' products, services and technologies, including the App, as well as for general research and development work. The Analytical Data collected by us is anonymized.
分析数据可用于（包括但不限于）操作、提供、改进和开发蒙特的产品、服务和技术（包括应用程序），以及用于一般研究和开发工作。我方收集的分析数据是匿名的。

Speria shall have the right to share and transfer Analytical Data to third parties to the extent required for the purposes of, including without limitation, provision of services (such as part of an independent service offering), troubleshooting, support, analytical and statistical purposes as well as product development activities. We also share information about your use of the App with our analytics partners who may combine it with other information that you have provided to them or that they have collected from your use of their services. To the extent this information contains personal data, these third parties are considered separate controllers of the personal data.
蒙特公司有权在提供服务（例如独立服务的一部分）、故障排除、支持、分析和统计以及产品开发活动等目的所需范围内，与第三方共享和分析数据。我们还会与我们的分析合作伙伴共享您使用应用程序的信息,他们可能会将这些信息与您提供给他们的其他信息或他们从您使用其服务时收集的信息相结合。如果这些信息包含个人数据，则这些第三方被视为个人数据的独立控制者。

For more information on our use of Analytical Data containing personal data, please review our Privacy Policy.
欲了解我方如何使用包含个人数据的分析数据，请查看我方的隐私政策。

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SERVICE AVAILABILITY
服务可用性

Speria reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the App or the Services (or any part thereof).
蒙特保留在任何时候对应用程序或服务（或其任何部分）做临时性或永久性修改、更新及/或升级的权利。

You agree that Speria may suspend your access to the App and the Services if Speria, in its own discretion, reasonably concludes that your use of the App or Services is causing immediate and/or ongoing harm to Speria or others. Consequently, you agree that Speria will not be liable to you or any third parties for any suspension of access to the App or the Services under such circumstances as described in the foregoing.
您同意，如蒙特按其自由裁量合理断定您对应用程序或服务的使用对蒙特或其他人造成直接及/或持续性的损害，蒙特可暂停您对应用程序及服务的使用。有鉴于此，您同意蒙特对您或任何第三方在上述情况下暂停应用程序或服务使用不承担任何责任。

THIRD PARTIES
第三方

If you have downloaded the App from the Apple, Inc. (together with its affiliates, "**Apple**") App Store or the Google Inc. (together with its affiliates "**Google**") Play Store, you acknowledge (i) that you at all times will comply with the separate terms applicable in relation to Apple and Google and (ii) that these Terms are entered into between you and Speria only and Apple or Google is not responsible for the App and the content thereof unless expressly provided for under the terms with Apple or Google. For the avoidance of doubt, Apple or Google has no obligation whatsoever to provide any maintenance and support services with respect to the App or its Services. See the additional terms in the below if you have downloaded the App from Apple App Store.
如您从 Apple, Inc.（与其关联公司一并统称为"苹果"）的 App Store 或 Google Inc.（与其关联公司一并统称为"谷歌"）的 Play Store 下载了应用程序，则您承认（i）您将始终遵守适用于苹果和谷歌的相关条款，且（ii）除非苹果或谷歌的条款另有明确规定，本条款仅由您与蒙特签订，苹果或谷歌不对应用程序及其内容负责。为避免疑义，苹果或谷歌没有任何义务提供与应用程序或其服务有关的任何维护或支持服务。如您已从苹果 App Store 下载应用程序，请参阅以下附加条款。

If you have downloaded the App from Apple App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are entered into between you and Speria only, not with Apple, and Apple is not responsible for the App and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App, if any, to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the App and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when

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using the App and Apple and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
如您从苹果 App Store 下载了应用程序，或您在iOS 设备上使用应用程序，则您承认您已阅读、理解并同意以下有关苹果的通知。本条款仅在您与蒙特之间签订，并非与苹果签订，苹果对应用程序及其内容概不负责。苹果无任何义务提供与应用程序相关的任何维护或支持服务。如本应用程序不符合任何适用的质量保证，您可通知苹果，苹果将向您退还应用程序的任何适用购买价格（如有）；在适用法律允许的最大范围内，苹果对应用程序不承担任何其它质保义务。苹果不负责处理您或任何第三方提出的与应用程序或您对应用程序的持有及/或使用有关的任何索赔，包括:（1）产品责任索赔；（2）任何有关应用程序不符合任何适用法律或监管要求的索赔；及（3）根据消费者权益保护法或类似法律引起的索赔。对于任何第三方关于应用程序及/或您对应用程序的持有及使用侵犯该第三方知识产权的索赔的调查、辩护、和解或解除，苹果概不负责。您同意在使用应用程序时遵守任何适用的第三方条款，且苹果及其子公司为本条款的第三方受益人，并且在您接受本条款后，苹果将有权（并将被视为已接受该权利）作为本条款的第三方受益人对您执行本条款。您特此声明并保证:（1）您不处在受美国政府禁运的国家/地区，或被美国政府指定为“支持恐怖主义”的国家/地区；（2）您未被列入任何美国政府禁止或限制交易方名单。

We do not have any control and assume no responsibility for the content of any third party website or mobile application which may be linked to in the App. Such linked websites and mobile applications, if any, are provided "as-is" for convenience purposes only with no express or implied warranty for the information provided therein. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of such third party websites and applications.
我方对应用程序中可能链接到的任何第三方网站或移动应用程序的内容没有任何控制 权，也不承担任何责任。该等链接网站及移动应用程式（如有）仅为方便起见、按“现状”提供，蒙特对其中所提供的资料无任何明示或暗示的质量保证。该等第三方网站及移动应用程序的条款条件、使用条款及隐私政策将适用于您对此类第三方网站及应用程序的使用。

INTELLECTUAL PROPERTY RIGHTS
知识产权

All intellectual property rights (to be interpreted as broadly as legally permitted) existing in the App, the Services or the Controller Data shall remain the property of Speria, its affiliates and their respective licensors. Furthermore, any trademarks and logos used in connection with the App and the Services are the trademarks and logos of Speria, its affiliates and their respective licensors. Nothing in these Terms constitutes a transfer, assignment or grant of any ownership rights in any intellectual property rights from Speria or any third party to you.
应用程序、服务或控制器数据中涉及的所有知识产权（在法律允许的最大范围内）应归属于蒙特、其关联公司及其许可方所有。此外，与应用程序及服务相关的任何商标和标识均为蒙特、其关联公司及其许可方的商标和标识。本条款中的任何内容均不构成蒙特或任何第三方对任何知识产权的任何所有权的转让、让与或授予。

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WARRANTY
保证

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适用法律及争议解决

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CONTACT
联系

If you have any questions or concerns regarding the App or the Services, you may contact us by using the below contact information:
如您对应用程序或服务有任何疑问或疑虑，可通过以下联系信息与我方联系：

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