

Portal Terms of Use

These Portal Terms of Use (“Portal Terms”) govern your right to access and use the Portal that is an integral part of Service provided by Byzance to the Client.

The term “you” in these Terms refers to you as the end-user that is accessing the Portal and using Service on behalf of an employer or other entity who concluded the contract with Byzance (“Client”). The term “you” also refers to that employer or business entity – the Client.

Unless specifically implies from these Portal Terms, any and all definitions from the Terms of Use shall have the same meaning herein.

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We have developed software and hardware in the Internet of Things to control equipment and to enable equipment to communicate with other equipment and with human beings via wireless data transmission technology and the internet, including the Portal.

To use the Portal and Service, you must accept these Portal Terms and Terms of Use. We reserve the right to change these Portal Terms by posting a new version without notice to you. Use of the Portal after such change constitutes your acceptance of such changes.

[Acceptance of these Portal Terms](#)

By acceptance of these Portal Terms you represent and warrant that you have full legal authority to act on behalf of your employer or such entity (the Client) in the scope necessary for use of the Portal and fulfil your obligations from these Portal Terms. Otherwise, you may not accept these Portal Terms or use the Portal.

By acceptance of these Portal Terms you also acknowledge that you have read the Terms of Use, Privacy Policy and Cookies Policy and agree to comply with it and not to act in any way that would result in a violation of the Privacy Policy and Cookies Policy or cause a breach or misuse of any data processed through the Portal.

We have the right to reject or revoke your acceptance of these Portal Terms, to cancel or terminate your account, and to suspend and/or terminate all rights to use and access the Portal, at our sole discretion, at any time, for any reason and without notification to you.

You represent and warrant that all of the information that you provide in connection with your account or pursuant to the Service is correct and current.

Portal

The Portal permits you to access certain data and reporting information with respect to the Service (“Portal”). All information contained on the Portal is strictly confidential. The Portal, data and reports that may be generated with the Portal, may be used only for your internal purposes.

Account

To use Portal, you need to have an account on our Website (“Account”). The Account will be created to you as a person in charge on the basis of the contract concluded between Byzance and the Client. You are fully responsible for maintaining the confidentiality of your credentials. You are obliged to notify Byzance immediately of any unauthorized use of your password or Account or any other breach of security.

Your Obligations

You agree to use the Portal only for purposes that are permitted by these Portal Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions, including but not limited to, any laws regarding the export of data or software to and from the Czech Republic or other relevant countries.

If the users provide you with user names, passwords, or other login information or personal information, you must make them aware that this information will be available to the Portal and you must provide a privacy notice and protection for those users that complies with all applicable laws and industry best practices.

If you store personal or sensitive information provided by users, you undertake to do it securely. You agree to indemnify, defend and hold Byzance harmless from any failure to comply with your obligations in this paragraph and any violation of law or breach of data security by you or your agents.

Prohibited Uses

You may not use the Portal for any purpose not expressly permitted by these Portal Terms.

You shall not:

1. permit any third party to access your Account;
2. create derivative works based on the Portal or Service;

3. copy, frame or mirror any part or content of the Portal, other than copying or framing for your own internal business purposes,
4. access the Portal or the Service in order to:
 - o a. build a competitive product or service, or
 - o b. copy any features, functions or graphics of the Portal or Service.

You acknowledge and agree that any violation of these restrictions or obligations is deemed to be a material breach of these Portal Terms. If we discover any such violation, we reserve the right to immediately terminate your Account, temporarily or permanently.

Miscellaneous

These Portal Terms constitute the entire legal agreement between you and Byzance and govern your use of the Portal described in these Portal Terms, excluding any Service that Byzance may provide to you under a separate written agreement, and replace or supersede any prior or contemporaneous understandings, representations, discussions or understandings between you and Byzance relating to the Portal.