

# ACTISOFT – Privacy and Cookies Policy

SCP Europe SAS, a Simplified Stock Company, registered at France under the number 428 668 727 and whose head office is located at 1 Marcel Paul Rue, 91300 Massy, France, and its direct and indirect affiliates (“SCP Europe” or “we”), respect users of the Actisoft app and other related applications or services (collectively, the “App”) and understand that you are concerned about privacy. We have therefore drafted this Privacy and Cookies Policy to let you know what kind of personal information we collect, how it is handled, and with whom it may be shared.

This Privacy and Cookies Policy applies only to the processing of personal information of App users carried out by SCP Europe as a data controller. Processing occurring on other websites and separate applications or services may be governed by separate privacy policies, and we recommend that you review the privacy policies provided on those sites and applications. The App is available on Google Play. To learn more about Google Play’s privacy policy, please click the following link: [Google Play Services](#).

This Privacy and Cookies Policy sets out the principles governing SCP Europe’s use and protection of your personal information. SCP Europe is committed to handling any such personal information shared with us in accordance with this Privacy and Cookies Policy, the EU General Data Protection Regulation, and other applicable data protection and privacy laws.

Please note that by using the App you may be transferring your personal information to a country that does not have the same data protection laws as your home country.

If you have any questions or concerns, please do not hesitate to contact us at [privacy@scpeurope.com](mailto:privacy@scpeurope.com) or [privacy@poolcorp.com](mailto:privacy@poolcorp.com).

## Information We Collect and How We Use It

The App collects certain personal information, including under the circumstances listed below:

- We may collect (directly or through third-party providers) certain device identifiers (e.g., device IDs, IP addresses, and other identifiers) and “log data” from your device. This information, which may include some personal information, allows us to deliver the App to you, evaluate usage of the App, and make improvements to the App.
- When you submit a water analysis, your name is stored in the internal storage space of your device and is not transferred or otherwise processed by SCP Europe.
- If you elect to share your water analysis history, your name and any other information you chose to include in the water analysis form will be shared with us and our dealers, and you consent to the transfer and storage of that information on our servers.

We process such personal information for the following purposes:

| Purpose of the processing | Legal basis |
|---------------------------|-------------|
|---------------------------|-------------|

|                                      |   |
|--------------------------------------|---|
| Log data to deliver and evaluate App | Our legitimate interest, which is the proper functioning of our commercial activity |
| Submission of water analysis         | Our legitimate interest, which is the proper functioning of our commercial activity |
| Sharing water analysis history       | Our legitimate interest, which is the proper functioning of our commercial activity |

We believe the risk to your data protection rights in connection with personal information that we process on the basis of our legitimate interests is not excessive or overly intrusive. We have also put in place protections for your rights by ensuring proper retention periods and security controls.

It is our policy to retain your personal information for the length of time required for the specific purpose or purposes for which it was collected, as detailed below:

| Purpose of the Processing            | Applicable Retention Period  |
|--------------------------------------|--|
| Log data to deliver and evaluate App | 1 month, unless required for the clarification/evidence of specific infringements which have emerged during the retention period |
| Submission of water analysis         | 3 years after closure of the account   |
| Sharing water analysis history       | 3 years after closure of the account   |

Whilst we continue to process your personal information, we will ensure that it is processed in accordance with this Privacy and Cookies Policy. Otherwise, we securely erase or anonymise your personal information once it is no longer needed.

### Other Information Collected

When you use our App, we may also collect information that, by itself, cannot be used to identify or contact you, such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins), signals, and settings, times and dates of your use of the App, and other statistics.

### How We Share Your Information

We may share your personal information with the companies of our group which are:

Pool Corporation (United States)  
 SCP Europe SAS (France)  
 SCP France SAS (France)  
 SCP Pool BV (Netherlands)  
 SCP Benelux NV (Belgium)  
 SCP (UK) Limited (United Kingdom)  
 SCP Pool Distributors Spain, S.L.U. (Spain)  
 SCP Pool Portugal LDA (Portugal)  
 SCP Italy S.r.l. (Italy)  
 SCP Germany GmbH (Germany)  
 SCP Adriatica d.o.o. (Croatia)

Pool Distributors Colombia SAS (Colombia)  
SCP Mexico S.A. de C.V. (Mexico)  
SCP Distributors Canada Inc. (Canada)  
Pool Systems Pty. Ltd (Australia)

We may also share your personal information with other third parties listed below on an exception basis. In addition, please note that we may disclose aggregate information, such as demographic information and our statistical analyses, to third parties, including advertisers or other business partners. This aggregate information does not include your personal information.

### **Third-Party Providers**

To the extent we collect personal information through the App, we may share that information with third-party providers that perform services for us, such as to facilitate our App, perform App-related services, or assist us in analyzing how our App is used. When we work with a dealer or third-party provider, we require that these parties agree to process data based on our instructions and in compliance with this Privacy and Cookies Policy and applicable laws.

We will take appropriate steps designed to ensure your personal information will be used solely to provide the services requested by us or you, and not for other purposes.

### **Other Disclosures**

We may disclose any personal information in response to subpoenas, court orders, or other lawful requests by public authorities, including to meet national security or law enforcement requirements. We may also disclose personal information in order to enforce or apply our rights and agreements, or when we believe in good faith that disclosing this information is necessary or advisable, including, for example, to protect the rights, property, or safety of our businesses, our App, our customers, our users, or others, as permitted under the applicable laws, or as otherwise required by law or by government and regulatory entities. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

### **Security of the Information We Collect**

The security of your personal information is important to us. We maintain reasonable physical, electronic, and procedural safeguards to secure the personal information we collect.

There is always some risk in transmitting information electronically. As we deem appropriate, we use security measures consistent with industry standards. However, we cannot guarantee the security of our databases, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. If we forward your personal information to any third party, we require that the third parties have appropriate technical and organizational measures in place to comply with this Privacy and Cookies Policy and applicable laws.

### **Site Links**

The App may contain links to other sites. If you click on a link, you will be directed to that site. Note that these external sites may not be operated by us. Therefore, we strongly advise you to review the privacy policies of these sites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

## **Children's Privacy**

It is our policy not to knowingly collect personal information from children, and therefore we do not knowingly distribute or otherwise process such information to third parties. If you are a parent/guardian and you suspect that your child may have submitted personal information to us, please send us an email at [privacy@scpeurope.com](mailto:privacy@scpeurope.com) or [privacy@poolcorp.com](mailto:privacy@poolcorp.com). If we become aware that a child has provided us with personal information, we will strive to delete such information from our files as soon as possible.

## **Your Rights**

The following section explains your rights that you may exercise. The various rights are not absolute and each is subject to certain exceptions.

- The right of access – You have the right to obtain from us confirmation as to whether or not your personal information is being processed by us, and about certain other information (similar to that provided in this policy) about how it is used. You also have the right to access your personal information, by requesting a copy of the personal information concerning you. This is so you are aware and can check that we are using your information in accordance with data protection law. We can refuse to provide information where to do so may reveal personal data about another person or would otherwise negatively impact another person's rights.
- The right to rectification – You can ask us to take measures to correct your personal information if it is inaccurate or incomplete (e.g., if we have the wrong name or address for you).
- The right to erasure – This is also known as the ‘right to be forgotten’ and, in simple terms, enables you to request the deletion or removal of your personal information where, for example, there is no compelling reason for us to keep using it or its use is unlawful. This is however not a general right to erasure and there are some exceptions, e.g., where we need to use the information in defense of a legal claim or to be able to comply with a legal obligation.
- The right to restrict processing – You have the right to ‘block’ or suppress the further use of your personal information when we are assessing a request for rectification or as an alternative to erasure. When processing is restricted, we can still store your personal information, but may not use it further.
- The right to data portability – You have the right to obtain and reuse certain personal information for your own purposes across different organizations (being separate data controllers). This only applies to your personal information that you have provided to us that we are processing with your consent and for the purposes of contract fulfillment, which is being processed by automated means. In such a case we will provide you with a copy of your data in a structured, commonly used and machine-readable format or

(where technically feasible) we may transmit your data directly to a separate data controller.

- The right to object – You have the right to object to certain types of processing, on grounds relating to your particular situation, at any time insofar as that processing takes place for the purposes of our legitimate interests. We will be allowed to continue to process the personal information if we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms or we need this for the establishment, exercise or defense of legal claims. If you object to the processing of your personal information for direct marketing purposes, we will no longer process your personal information for such purposes.
- The right to withdraw consent – Where we process your personal information on the basis of your consent, you have the right to withdraw your consent at any time. However, such withdrawal does not affect the lawfulness of the processing that occurred prior to such withdrawal.
- The right to provide us with directives regarding the use of your personal information after your death – You have the right to provide us with instructions on the management (e.g., retention, erasure and disclosure) of your personal information after your death. You can change or revoke your instructions at any time.
- The right to lodge a complaint – If you believe that we do not comply with applicable data protection laws, you have the right to lodge a complaint before any competent data protection authority.

You may contact us at any time at [privacy@scpeurope.com](mailto:privacy@scpeurope.com) or [privacy@poolcorp.com](mailto:privacy@poolcorp.com) to exercise these rights.

## **Cookies**

A “cookie” is a small piece of information sent to a visitor’s computer or other Internet-connected devices to uniquely identify the visitor’s browser or to store information or settings in the browser. The App may use third-party code or libraries that rely on cookies. If you choose to refuse these cookies, you may not be able to use some portions of the App. Please visit [www.allaboutcookies.org](http://www.allaboutcookies.org) for more information about cookies and how to disable them.

If you have any specific questions about the use of cookies on our App, please feel free to contact us at any time by emailing [privacy@scpeurope.com](mailto:privacy@scpeurope.com) or [privacy@poolcorp.com](mailto:privacy@poolcorp.com) with the Subject line “Cookie Request Actisoft App.”

## **Changes**

We reserve the right to change this Privacy and Cookies Policy at any time, and will post any changes to this Privacy and Cookies Policy as soon as they go into effect. Please refer back to this Privacy and Cookies Policy on a regular basis. This Privacy and Cookies Policy was last updated July 17, 2018.

We welcome any feedback or questions you may have about this Privacy and Cookies Policy. If for any reason you wish to contact us, please send us an email at [privacy@scpeurope.com](mailto:privacy@scpeurope.com) or [privacy@poolcorp.com](mailto:privacy@poolcorp.com) or send us a letter at 1 Marcel Paul Rue, 91300 Massy, France.

# **ACTISOFT – Terms and Conditions**

These Terms and Conditions apply to the Actisoft app and other related applications or services (collectively, the “App”) and other applications or services owned by SCP Europe and its affiliates on which these Terms and Conditions are posted.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU DOWNLOAD, INSTALL, OR USE THE APP.**

By downloading, installing, or using the App, and accepting to be bound by these Terms and Conditions you indicate that you agree to comply with the Terms and Conditions. If you do not agree with any of these Terms and Conditions, do not use the App.

SCP Europe and its subsidiaries and affiliates such as SCP France (collectively, the “Company,” “we,” “us,” or “our”) may update these Terms and Conditions from time to time. Your continued use of the App indicates your acceptance of any modifications to these Terms and Conditions. Should you not agree with the update we made, you have the right to terminate these Terms and Conditions, and shall stop using the App.

## **Eligibility**

The App is intended for use only by adults, and any access to or use of the App by minors is expressly prohibited. By agreeing to these Terms and Conditions, you represent and warrant that you are at least 18 years of age and possess the legal authority to form legally binding contracts.

## **Proprietary and copyright protected information**

All material and content accessible on the App, including without limitation (a) text, images, photographs, graphics, sounds, music, artwork, reports, research, guidelines, information, data, articles, descriptions, instructions, advice, documents, and other works of authorship, (b) technology, designs, methods, ideas, concepts, know-how, techniques, and (c) software, computer code, architecture, hidden text and symbols, user interfaces, look and feel, visual interfaces, layout, design, arrangements, structure, selection, coordination, and expression (collectively the “Content”) is the proprietary information of Company and its licensors, and Company and its licensors retain all right, title, and interest in and to the Content now and in the future. This App, including all Content, is protected by trade secret, copyright, patent and trademark laws, and various other international laws and treaties.

You agree to comply with all applicable laws worldwide in your use of this App, and agree that the App and Content may not be copied, distributed, republished, altered, uploaded, posted, publicly displayed, encoded, translated, or transmitted in any way, in whole or in part, without the prior written consent of Company. If Company grants written consent, you may not remove or alter any copyright, trademark or other proprietary notice appearing on any of the Content.

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## **Restrictions on Use**

You may use this App and the Content solely for informational, non-commercial, personal purposes. You may not use the App or the Content for any purpose not expressly permitted in these Terms and Conditions. You may not co-brand, frame or mirror the App or any Content.

## **Disclaimer**

The App is provided on a gratis basis for informational purposes only and may not be relied upon for any purpose. The information contained herein is not intended as a substitute for professional consultation, and the services of a competent professional should be sought as needed. Professionals should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Nothing contained in this App constitutes investment or financial advice.

## **Limitation of Liability**

By agreeing to these Terms and Conditions, you understand that you are releasing Company and all their officers, employees, agents, owners, affiliates and subsidiaries, whether direct or indirect (hereafter “Released Parties”) from any and all liability for any losses or damages that:

- (i) were not foreseeable when the contract was formed, except if the loss is due to our intentional fault or gross misconduct; or
- (ii) were not caused by any legal or contractual breach on our part; or
- (iii) are indirect losses; or
- (iv) result from a force majeure event, as defined under Article 1218 of the French Civil code.

You agree to indemnify and hold the Released Parties harmless from and against any demand, loss, liability, claim or expense (including attorneys’ fees), made against them by any third party which arises out of or is in any way connected with your use of the App, the Content, or any linked website.

## **Proprietary and copyright protected information**

All material and content accessible on the App, including without limitation (a) text, images, photographs, graphics, sounds, music, artwork, reports, research, guidelines, information, data, articles, descriptions, instructions, advice, documents, and other works of authorship, (b) technology, designs, methods, ideas, concepts, know-how, techniques, and (c) software, computer code, architecture, hidden text and symbols, user interfaces, look and feel, visual interfaces, layout, design, arrangements, structure, selection, coordination, and expression (collectively the “Content”) is the proprietary information of Company and its licensors, and Company and its licensors retain all right, title, and interest in and to the Content now and in the future. This App, including all Content, is protected by trade secret, copyright, patent and trademark laws, and various other U.S. and international laws and treaties.



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## **Trademarks**

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## **Links**

The App may include links to third party websites or resources. Company makes no claim or representation regarding, and shall not have any responsibility or liability for, the reliability, quality, content, nature or accuracy of such third party websites or resources. Company does not review or endorse any of the third party websites linked to the App.

## **Privacy**

Company's Privacy and Cookies Policy applies to use of this App, and its terms are made a part of these Terms and Conditions by this reference. Company will treat any personal information that you submit through this App in accordance with the Privacy and Cookies Policy. To view the Privacy and Cookies Policy, click here: <https://cookiesandyou.com/>. Additionally, by agreeing to these Terms and Conditions, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the App may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. Notwithstanding the above, the Company shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk at stake, in compliance with applicable laws or regulations.

## **Submissions**

You grant to Company the royalty-free, irrevocable, worldwide, and transferable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, materials, data, remarks, suggestions, ideas, or other information communicated to Company through or about this App (collectively, the "Submission"), or any portion thereof, and to incorporate any Submission in other works, by any means or processes (downloading, displaying, execution, transmission or storage), in any form, media (including audiovisual, electronic, computer, digital, paper, optical media, as

well as promotional media such as e-banners, mailings, press ads, digital or paper catalog, flyers, displays, point of sale advertising or commercial media, such as plans, drawings, presentations etc.), or technology now known or later developed, and to communicate to the public your Submissions or any derivative works (i) on the Internet (websites, social networks such as Facebook, Instagram or Twitter, or sharing platforms such as YouTube and DailyMotion, whether or not on the Company account or pages), and whatever the means for receiving the Submission and derivative works (computer, TV, tablet, mobile phone etc.), (ii) by means of broadcasting (including via hertzian canal, cable, satellite, TV), (iii) in the context of any communication or promotional operation, whether intended for professionals or consumers, in relation to the products and services of the Company, and (iv) in the context of the Company internal communications, in the whole world and in any language. These rights are granted for all the duration of the intellectual property rights on the Submissions and are granted for commercial, promotional and industrial purposes.

Company will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products/services or advertising) without incurring any liability or obligation for payment, royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company products, services, advertising, or operations.

### **Local Restrictions**

The Content is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. All users accessing the App do so on their own initiative and are responsible for compliance with applicable laws and regulations. The App is not directed to any person in any jurisdiction where the publication or availability of the App is prohibited, by reason of that person's nationality, residence, age, or otherwise. Persons under these restrictions must not access the App.

### **Disclaimer of Warranties**

COMPANY DOES NOT WARRANT THAT USE OF THE APP WILL BE UNINTERRUPTED, ERROR OR VIRUS FREE. THE APP, CONTENT, AND PRODUCTS AND SERVICES ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. Products and services are the responsibility of the manufacturer or provider of those services and are covered by the warranties offered by such manufacturers or providers, if any. THE COMPANY DOES NOT OFFER ANY COMMERCIAL WARRANTY.

### **User Conduct**

While using the App you agree not to violate any applicable law or regulation, or access, tamper with, or use nonpublic areas of the App or Company computer systems. You may not compromise App security or tamper with App accounts. The use of tools designed for hacking or compromising security (e.g., password-guessing programs, cracking tools or network probing tools) is strictly prohibited.

You may not probe, scan or test the vulnerability of the App, nor breach security or authentication measures on the App. You may not reverse look-up or trace any information on

any other user of or visitor to the App, or any customer of Company, or disclose any information about any such visitor or customer.

If you violate system security, Company reserves all rights available in criminal and civil law, as well as the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms and Conditions by any lawful means.

Company reserves the right to cooperate fully with any law enforcement authorities or court order requesting or directing it to disclose the identity of anyone violating the law or these Terms and Conditions.

By accepting these Terms and Conditions you waive and hold harmless Company from any claims resulting from any action taken by Company during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either Company or law enforcement authorities, provided that these actions are compliant with all applicable laws or regulations.

### **Notice of Infringement Claims**

Company respects the intellectual property of others, and we ask our users to do the same. If you believe that your intellectual property has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide us with the following information in an email to [privacy@scpeurope.com](mailto:privacy@scpeurope.com) or [privacy@poolcorp.com](mailto:privacy@poolcorp.com):

1. The date of the notice;
2. The name and registered address of the notice recipient;
3. A description of the copyrighted work or other intellectual property that you claim has been infringed;
4. A description of where the material that you claim is infringing is located on the App, with enough detail that we may find it on the App;
5. Your name, surname, profession, address, nationality, date and place of birth, telephone number and email address;
6. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law, and mention of the legal provisions justifying the content to be removed;
7. A statement by you that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf;
8. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.

### **Miscellaneous Provisions**

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of Company to enforce any provision in these Terms and Conditions shall not constitute a waiver of such provision.

The Terms and Conditions comprise the entire agreement between you and Company regarding the subject matter and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. You have relied upon no representation or statement contradicting these Terms and Conditions in agreeing to access this App, unless in writing and signed by a duly authorized agent of Company.

The laws of France, without regard to the choice or conflicts of law provisions of any jurisdiction, will govern any action related to these Terms and Conditions, the Privacy and Cookies Policy or any other policy contained in the App. You agree to the personal jurisdiction of and venue in the courts of France, without regard to conflict of laws provisions, and, to the extent permitted by law, you waive any objection to such jurisdiction or venue.

This App is controlled by Company from its offices within the European Union. Company makes no representation that the App is appropriate or available for use at locations outside of the European Union and access to it from territories where its Content is illegal is prohibited.

You agree to be bound by any affirmation, assent or agreement you transmit by computer or other electronic device. You agree that, when you submit an order on the App or click on an “I agree,” “I consent” or other similarly worded “button” or entry field with your mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. Regardless of any electronic signature, you agree that use of this App and the Content is subject to the Terms and Conditions and that you are bound by the Terms and Conditions.

**You agree to all of the above terms and conditions, and you agree to hold harmless Released Parties from any and all claims resulting from your access and use of this App in breach of these Terms and Conditions and the products or services featured in it. When entering this App, you verify that you have read and understand all these terms and conditions without reservation and must agree to these Terms and Conditions.**

These Terms and Conditions were last updated July 17, 2018.