

Terms & Conditions of Registration and Use of the Web Service of

www.variopools.com

(hereafter referred to as the **Terms**)

1. Operator of the web service of www.variopools.com

The operator of the web service is VÁGNER POOL s.r.o., with registered seat at Nad Safinou II 348, 252 42 Vestec, Praha-západ, Identification number: 27121062, registered in the Company Register kept by the City Court in Prague, Section C, File 97850 (hereafter referred to as the **Operator**).

2. Web service

The web service of www.variopools.com is a service designated for users and administrators of the VARIO pool technologies intelligent control system (hereafter referred to as the **Web**). The service is designated both for end users of the VARIO system (hereafter referred to as the **User**), and trained professionals providing technical support for users (hereafter referred to as the **Pool professional**).

A. The web service enables Users:

- a) **Registration of a User** on the Web. Registration is conditioned by filling in basic data on the given User. *By completing registration, the User explicitly and unconditionally accepts the Terms hereof,*
- b) **Registration of VARIO systems purchased,**
- c) **Remote access** to registered VARIO systems including their *setting and control via the internet* (scope of control depends on the VARIO system version purchased and technologies connected),
- d) **Acquire remote servicing support**

Should a User send to a select Pool professional, on his own accord, a request for service support concerning a pool (hereafter referred to as the **Request**) and the Pool professional accepts such a Request (through the Web), *the Pool professional is granted remote access to the User's pool and can provide the User with remote diagnostics and technical support, i.e. to the extent determined by an agreement, oral or written, between the customer and the pool professional through oral or written agreement. Any consideration for a service agreed in such a manner is solely a part of the agreement by and between the User and Pool professional.*

B. The Web service enables the Pool professionals:

- a) **Registration of a user as a Pool professional** on the Web. Registration is conditioned by filling in basic data on the Pool professional; successful registration of a user as a Pool professional further requires registration with the Operator – unless the user is a registered customer of the Operator, registration as a Pool

professional cannot be completed on the Web and the user can only register as a User. This limitation is serves to protect the User: a registration as a Pool professional can only be completed by a specialised entity registered with the Operator.

- b) **Registration of VArio systems purchased,**
- c) **Remote access** to own VArio systems registered including their *setting and control through the internet* (scope of control depends on the VArio system version purchased and technologies connected),
- d) **Provide service support remotely**

If a User sends a registered Pool professional, on his own accord, a request for service support concerning a pool (hereafter referred to as the **Request**) and the Pool professional accepts the Request (through the Web), *the Pool professional acquires remote access to the User's pool and can provide the User with diagnostics and technical services remotely*, i.e. to the extent, which the customer and pool professional determine through oral or written agreement between themselves. Any consideration for a service agreed in such a manner is solely subject to the agreement by and between the User and the Pool professional.

3. User's rights and obligations

- a) Each User is obligated, upon registration on the Web, to accept the Terms hereof and grant an Approval of personal data processing (hereafter referred to as the Approval). Without accepting the Terms and granting the Approval, User's registration on the Web cannot be completed.
- b) By completing registration on the Web, each User ***explicitly and unconditionally accepts the Terms hereof in their full extent.***
- c) Each User is entitled at any time to *cancel registration of any of his pool on the Web* – remove the given pool from his user profile. Removal of a pool from a User's profile is available online on the Web.
- d) Each User is entitled to *cancel his registration on the Web* at any time. For the purpose of cancelling a registration, please contact the Operator at the address of info@variopools.com. Cancellation of a User's account terminates all active service support linked to the account being cancelled.
- e) Each User is entitled to *ask his Pool professional for provision of service support* for any pool registered by the User, i.e. by means of sending a request from the Web.
- f) Each User is entitled to unilaterally *terminate service support* by a selected Pool professional for his pool at any time. In such a case, the appropriate Pool professional will be informed via e-mail.

4. Pool professional's rights and obligations

- a) The Pool professional is obligated, upon registration on the Web, to accept the Terms hereof and grant an Approval of personal data processing (hereafter referred to as the Approval). Without accepting the Terms and granting the Approval, Pool professional's registration on the Web cannot be completed.

- b) By completing registration on the Web, each Pool professional ***explicitly and unconditionally accepts the Terms hereof in their full extent.***
- c) Each Pool professional is entitled at any time to *cancel registration of any of his pool on the Web* – remove the given pool from his user profile. Removal of a pool from a Pool professional’s profile is available online on the Web.
- d) Each Pool professional is entitled to *cancel his registration on the Web* at any time. For the purpose of cancelling a registration, please contact the Operator at the address of info@variopools.com. Cancellation of a Pool professional’s account terminates all active service support linked to the account being cancelled.
- e) Each Pool professional is entitled to ask the Operator at any time for a change to authorisation of his user profile to a User. For the purpose of changing your user rights to the User status, please contact the Operator at the address of info@variopools.com.
- f) The Pool professional is obligated, if interested in using the option of providing remote service support for Users, to register in his profile on the Web *at least one VARIO service module*. Only after a successful registration of a service module will the Pool professional be enabled to provide remote service support on the basis of a Request sent by a User. *Without service module registration, the Pool professional’s account will not be visible by the User and cannot be sent any Request.*
- g) The Pool professional is entitled, on his own accord, *to accept or reject a Request for service support* for a pool, sent by a User on the Web. The User is informed via e-mail about acceptance or rejection of his Request.
- h) The Pool professional is further entitled, at any time, to *unilaterally rescind service support* for any pool managed by him. In such a case, the User is informed about termination of service support via e-mail.
- i) Pool professionals as registered customers of the Operator and Pool professionals registered on the Web are entitled to *technical support by the Operator*. For support, please contact the Operator using the available contact details or via e-mail at info@variopools.com.
- j) *The Pool professional is not entitled to provide Operator’s contact details for Users or any third parties;* infringement of this provision may result in cancellation of the Pool professional’s user account on the Web (in case a Pool professional account is cancelled, the user account will be converted into a User type account).
- k) The Pool professional is obligated to archive and process personal data of Users, which was provided for him by the Operator on the basis of a Request accepted, in accordance with the provisions of the ***Regulation (EU) No. 2016/679 on Personal data protection*** (hereafter referred to as the ***GDPR***).

5. Operator’s rights and obligations

- a) The Operator is obligated to provide the Pool professionals registered in the Web with the appropriate technical support.

- b) The Operator is in position of the administrator authorised to remotely access any pool and user account registered in the Web. Users and Pool professionals, through voluntary completion of registration on the Web and accepting the Terms hereof, grant the Operator their explicit approval of remote access to all of their registered pools as well as their user accounts.
- c) The Operator is not entitled to execute any unclaimed interventions in and/or changes to settings of pools registered by users or Pool professionals on the Web.
- d) The Operator is entitled, in case the Terms hereof and/or the Operator's business terms and conditions are infringed, to limit or completely cancel any user account on the Web, be it of a Pool professional or a User.
- e) The Operator is obligated to archive and process all data acquired through the Web in accordance with the GDPR.
- f) The Operator is not entitled to provide personal data of a User or Pool professional for third parties or entities with exception of provision of personal data of a User for a Pool professional on the basis of a request for service support concerning a pool.

6. Common and final provisions

- a) The Operator has no liability for the content or fulfilment of any agreement by and between a Pool professional and a Customer. The Operator is further not liable for any potential damage or claims following from any such agreement.
- b) The Operator is not obligated to provide technical support for Users.
- c) By sending a Request for service support concerning a pool, a User grants the appropriate Pool professional his *approval of processing his personal data*.
- d) By accepting a request, the Pool professional undertakes to treat confidential and process all User personal data in accordance with the applicable GDPR provisions, as stipulated in the article 4 section k) of the Terms hereof.
- e) The Operator reserves the right change and/or update the Terms hereof at any time. The updated version of the Terms hereof will always be available on the Web and in case of any more extensive alterations the Operator is entitled to ask both Users and Pool professionals for a new approval thereof.
- f) The Terms hereof become effective as at the day of their publication on the Web.