



## Annex 2 – User Guide of AquaPro's website (\*) – version December 1, 2009

### 1 CONDITIONS OF AQUAPRO'S WEBSITE

AquaPro has stated on its site, the Terms and Conditions that apply when you use the web site. AquaPro reserves the right to modify these Terms and Conditions from time to time. By accessing the site, you agree to be bound by the Terms and Conditions in effect when you access the site, as shown in this section.

#### • **Contents of the site and your use of the content**

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#### • **AquaPro**

The site, [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com)®, is controlled and operated by AquaPro®, from its offices located at Franseweg 9, 4651PV Steenberg – Holland. The phone number to contact Customer Service is +31 167-547554 (Mo-Fri - 9:00 AM – 17:00 PM, Central European Time. If you choose to access this site from a location outside the Netherlands, then you do so on your own initiative and you are responsible for complying with any applicable local laws.

#### • **Information that you submit to AquaPro**

We welcome your comments regarding our merchandise and services, and about our web site. Any notes, messages, ideas, suggestions or other material that you send to us will become the property of AquaPro. We may use the material in any way we choose for as long as we choose without any restrictions. By sending us the material, you agree that we have the right to publish the material for any type of use including promotional and advertising purposes and that we do not owe you any compensation for using the material. Because we have an unlimited right to use whatever you send us without paying you any compensation, please do not send us any original creative materials such as artwork, stories, slogans or product designs.

#### • **Links to other sites**

As a convenience to our customers, we have included links from our site to sites that are owned by entities that are not affiliated with AquaPro. The entities affiliated with AquaPro operate or control the content of these sites. We also do not control the goods or services offered through these sites. When you access one of these sites through a link on the AquaPro site, you do so at your own risk. When you click on the [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) link to the other site, you actually leave the AquaPro site. So, AquaPro and its affiliates expressly disclaim any liability for any injury you experience while you are in one of these other sites.

#### • **Colors and Selection**

We make every effort to display the colors of our products included on this site as accurately as possible. Because the colors that you see depend on your monitor, we do not guarantee that your monitor's display of any color is accurate.

#### • **Disclaimer**

This site and the content of the site are provided "as is" and without warranties of any kind, either express or implied. AquaPro disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness of a particular purpose. AquaPro does not warrant that the content of this site will be accurate, reliable or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. AquaPro does not warrant or make any representations regarding the use or the results of the use of the content of this site or in linked sites in Terms of their correctness, accuracy, timeliness, reliability or otherwise. You acknowledge, by your use of this site, that your use of this site is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of our site, and that AquaPro shall not be liable for any damages of any kind related to your use of this site.

#### • **Limitations on the liability of AquaPro**

Neither AquaPro nor its affiliated or related entities or its content providers are responsible or liable to any person or entity whatsoever for any direct or indirect loss, damage (whether actual, consequential, punitive, special or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from any information or opinions provided on [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) or from the use of, or the inability to use, AquaPro information. You specifically agree that AquaPro is not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with the site or any information on the site, or with any of these Terms and Conditions of AquaPro your sole and exclusive remedy is to discontinue using [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com).

#### • **Termination of Agreement**

These General Terms and Conditions will continue as an agreement between us until we terminate them, which we may do at any time without notice to you. We also may terminate your right to use this site immediately and without notice to you if, in our sole discretion, you fail to comply with any of these General Terms and Conditions. If we do terminate your right to use this site, then you are no longer authorized to access or use any of the benefits of this site. In addition, the restrictions we have imposed on you concerning copying or downloading information, and the disclaimers and limitations or liabilities that we have stated in the General Terms and Conditions, will survive our termination of the agreement. The General Terms and Conditions and this Annex 2 that we have stated in this site are the entire agreement between us relating to each of the issues discussed in those General Terms and Conditions.

#### • **Disputes**

If you have concerns about our web site, we encourage you to contact us. If you decide to pursue a claim against us, our agreement is governed by and shall be construed in accordance with the laws of The Netherlands without giving effect to any principles of conflicts of law. You agree to bring any claims against AquaPro exclusively in the state or The Netherlands. If any provision of these General Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### 2 WEBSITE ACCESS

- Only individuals authorized by AquaPro may access and use its website [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com).
- Goods and features may be added to or withdrawn from [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) and the Services otherwise changed without notice.

### 3 WEBSITE COMMUNITY RULES

- You agree to use AquaPro's website (including message boards) in accordance with the following Community Rules. These apply across all AquaPro community sites and services. You should, however, read the local house rules of the particular site or service you're using, as there may be some local variations to these Community Rules.

#### **About your posts:**

- Contributions must be civil and tasteful



- No disruptive, offensive or abusive behavior: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.
- No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- If you use multiple logins for the purpose of disrupting the Community or annoying other users you may have action taken against your accounts.
- Be patient: users of all ages and abilities may be taking part in the relevant [www.aquaproholland.com](http://www.aquaproholland.com) Community.
- No spamming or off-topic material: we don't allow the submission of the same or very similar contributions many times. Please don't re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.
- No advertising
- Contributions containing languages other than English may be removed unless allowed in the relevant local house rules.
- No impersonation
- No inappropriate (e.g. vulgar, offensive etc) user names
- You may not refer to specific URLs (web site addresses) unless allowed under the relevant local house rules. If you know of a worthy web site relevant to the discussion topic, please inform the host of the Community area.
- Deliberate misuse of the complaints facility is not permitted. If you persist in doing this action may be taken against your account.

#### **About the law:**

- You may not submit any defamatory or illegal material of any nature in [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) Communities. This includes text, graphics, video, programs or audio.
- Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.
- You agree to only submit materials which are your own original work. You must not violate, plagiarize, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
- The views expressed in [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) Community areas are those of members of the public and are not necessarily those of the AquaPro .

#### **If you're under 16:**

- Please get a parent's or guardian's permission before taking part in any [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) discussion.
- Never reveal any personal information about yourself or anyone else (for example, telephone number, home address or email address).

#### **If you breach these Terms of Use:**

- If you fail to abide by these Community Rules (and/or any variations in the relevant local house rules) when taking part in a [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) Community service, you will be sent an e-mail which informs you why your contribution has been failed or edited. This mail will also include a warning that continuing to break the rules may result in action being taken against your account or accounts. This action may include your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to participate in any or all of [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) Community areas. If you post or send offensive or inappropriate content anywhere on or to [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) Communities or otherwise engage in any disruptive behavior on [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) and AquaPro considers such behavior to be serious and/or repeated, AquaPro may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s. AquaPro reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

#### **4 CONTRIBUTION to [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com)**

- Where you are invited to submit any contribution to AquaPro and/or [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant AquaPro a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the AquaPro's Privacy Policy. If you do not want to grant to the AquaPro the rights set out above, please do not submit your contribution to AquaPro and/or [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) .

(\*) General Terms and Conditions of Trading. This User Guide is an integrated part of our General Terms and Conditions of Trading. A copy of these Conditions may be requested from the Chamber of Commerce in Breda - Holland under nr. 1453 or can be downloaded from the websites [www.aquaproholland.com](http://www.aquaproholland.com) or [www.groasis.com](http://www.groasis.com) .