

AquaWeb Terms and Conditions

AQUAWEB TERMS OF SERVICE

Thank you for using Aquaweb! These terms of service (the "Terms") govern your access to and use of Jordan d.o.o.'s Aquaweb ("we" or "our") websites and services (the "Services"), so please carefully read them before using the Services.

By using the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these terms. In that case, "you" and "your" will refer to that organization.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with Aquaweb and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

YOUR DATA & YOUR PRIVACY

By using our Services you provide us with data that is sent via AquaLink devices to Aquaweb (together, "your data"). You retain full ownership to your data. We don't claim any ownership to any of it. These Terms do not grant us any rights to your data or intellectual property except for the limited rights that are needed to run the Services, as explained below.

We may need your permission to do things you ask us to do with your data, for example, hosting your files, or sharing them at your direction. This includes product features visible to you, for example, converted values or graphs. It also includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. You give us the permissions we need to do those things solely to provide the Services. This permission also extends to trusted third parties we work with to provide the Services.

To be clear, aside from the rare exceptions we identify in our Privacy Policy, no matter how the Services change, we won't share your content with others, including law enforcement, for any purpose unless you direct us to. How we collect and use your information generally is also explained in our Privacy Policy.

You are solely responsible for your conduct, the content of your data, and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

You acknowledge that Aquaweb has no obligation to monitor any information on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of data, user descriptions, or any other information you may be able to access using the Services.

YOUR RESPONSIBILITIES

Data values and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share data unless you have the right to do so. You, not Aquaweb, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Service.

You, and not Aquaweb, are responsible for maintaining and protecting all of your data. Aquaweb will not be liable for any loss or corruption of your data, or for any costs or expenses associated with backing up or restoring any of your data.

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If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current. The Services are not intended for use by you if you are under 18 years of age. By agreeing to these Terms, you are representing to us that you are over 18.

ACCOUNT SECURITY

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Aquaweb of any unauthorized use of your account. You acknowledge that if you wish to protect your transmission of data or files to Aquaweb, it is your responsibility to use a secure encrypted connection to communicate with the Services.

SOFTWARE AND UPDATES

Some use of our Service requires you to download a client software package ("Software"). Aquaweb hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to configure AquaLink devices to use the AquaWeb services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so.

AQUAWEB PROPERTY AND FEEDBACK

These terms do not grant you any right, title, or interest in the Services, Software, or the content in the Services. Please be aware that we may use any feedback, comments, or suggestions you send us without any obligation to you. The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws. These Terms do not grant you any rights to use the Aquaweb trademarks, logos, domain names, or other brand features.

ACCEPTABLE USE POLICY

You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with the Aquaweb Acceptable Use Policy.

COPYRIGHT

Aquaweb respects others' intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent

Jordan d.o.o.

Draga 1

8220 Šmarješke Toplice

info@jordan.si

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OTHER CONTENT

The Services may contain links to third-party websites or resources. Aquaweb does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply.

TERMINATION

Though we'd much rather you stay, you can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately.

AQUAWEB IS AVAILABLE "AS-IS"

Though we want to provide a great service, there are certain things about the service we can't promise. For example, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Aquaweb will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL AQUAWEB, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT AQUAWEB HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO AQUAWEB FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION. Some states do not allow the types of limitations in this paragraph, so they may not apply to you.

MODIFICATIONS

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

MISCELLANEOUS LEGAL TERMS

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY SLOVENIAN LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE COURTS OF SLOVENIA, AND BOTH PARTIES CONSENT TO VENUE

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AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and Jordan d.o.o. with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Jordan d.o.o.'s failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Jordan d.o.o. may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Jordan d.o.o. and you are not legal partners or agents; instead, our relationship is that of independent contractors.

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AQUAWEB PRIVACY POLICY

Last Modified: April 18, 2014

This Privacy Policy provides our policies and procedures for collecting, using, and disclosing your information. Users can access the AquaWeb service (the "Service") through our website www.aqualinksystem.com, applications on Devices, through APIs, and through third-parties. A "Device" is any computer used to access the AquaWeb Service, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device. This Privacy Policy governs your access of the AquaWeb Service, regardless of how you access it, and by using our Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy. All of the different forms of data, content, and information described below are collectively referred to as "information."

THE INFORMATION WE COLLECT AND STORE

We may collect and store the following information when running the AquaWeb Service:

Information You Provide. When you register an account, we collect some personal information, such as your name, phone number, email address and home and business postal addresses.

Data values. We collect and store the data sent to our servers from AquaLink devices.

Log Data. When you use the Service, we automatically record information from your Device, its software, and your activity using the Services. This may include the Device's Internet Protocol ("IP") address, browser type, the web page visited before you came to our website, information you search for on our website, locale preferences, identification numbers associated with your Devices, your mobile carrier, date and time stamps associated with transactions, system configuration information, metadata concerning your Data, and other interactions with the Service.

Cookies. We also use "cookies" to collect information and improve our Services. A cookie is a small data file that we transfer to your Device. We may use "persistent cookies" to save your registration ID and login password for future logins to the Service. We may use "session ID cookies" to enable certain features of the Service, to better understand how you interact with the Service and to monitor aggregate usage and web traffic routing on the Service. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of the Service.

HOW WE USE PERSONAL INFORMATION

Personal Information. In the course of using the Service, we may collect personal information that can be used to contact or identify you ("Personal Information"). Personal Information is or may be used: (i) to provide and improve our Service, (ii) to administer your use of the Service, (iii) to better understand your needs and interests, (iv) to personalize and improve your experience, and (v) to provide or offer software updates and product announcements. If you no longer wish to receive communications from us, please follow the "unsubscribe" instructions provided in any of those communications, or update your account settings information.

Geo-Location Information. Some Devices allow applications to access real-time location-based information (for example, GPS). We may use this information to optimize your experience. Also, some of the information we collect from a Device, for example IP address, can sometimes be used to approximate a Device's location.

Analytics. We also collect some information (ourselves or using third party services) using logging and cookies, such as IP address, which can sometimes be correlated with Personal Information. We use this information for the above purposes and to monitor and analyze use of the Service, for the Service's technical administration, to increase our Service's functionality and user-friendliness, and to verify users have the authorization needed for the Service to process their requests.

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INFORMATION SHARING AND DISCLOSURE

Your Use. We will display your Personal Information in your profile page and elsewhere on the Service according to the preferences you set in your account. Any information you choose to provide should reflect how much you want others to know about you. Please consider carefully what information you disclose in your profile page and your desired level of anonymity. You can review and revise your profile information at any time. We do not sell your personal information to third parties. We may also share or disclose your information with your consent, for example if you use a third party application to access your account (see below). Through certain features of the Service, you may also have the ability to make some of your information public. Public information may be broadly and quickly disseminated.

Service Providers, Business Partners and Others. We may use certain trusted third party companies and individuals to help us provide, analyze, and improve the Service (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Service's features). These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy.

Third-Party Applications. We may share your information with a third party application with your consent, for example when you choose to access our Services through such an application. We are not responsible for what those parties do with your information, so you should make sure you trust the application and that it has a privacy policy acceptable to you.

Compliance with Laws and Law Enforcement Requests; Protection of Jordan d.o.o.'s Rights. We may disclose to parties outside Jordan d.o.o. data stored in your AquaWeb account and information about you that we collect when we have a good faith belief that disclosure is reasonably necessary to (a) comply with a law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) prevent fraud or abuse of AquaWeb or its users; or (d) to protect Jordan d.o.o.'s property rights. If we provide your AquaWeb data to a law enforcement agency as set forth above, we will remove AquaWeb's encryption from the data before providing them to law enforcement. However, Jordan d.o.o. will not be able to decrypt any data that you encrypted prior to storing them on AquaWeb.

Business Transfers. If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your Personal Information or data, or if either become subject to a different Privacy Policy. We will also notify you of choices you may have regarding the information.

Non-private or Non-Personal Information. We may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of our Service.

CHANGING OR DELETING YOUR INFORMATION

If you are a registered user, you may review, update, correct or delete the Personal Information provided in your registration or account profile by changing your "account settings." If your personally identifiable information changes, or if you no longer desire our service, you may update or delete it by contacting Jordan d.o.o.. In some cases we may retain copies of your information if required by law. For questions about your Personal Information on our Service, please contact info@jordan.si. We will respond to your inquiry within 30 days.

DATA RETENTION

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, you may delete your account by contacting Jordan d.o.o.. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and

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backed-up versions might exist after deletion. In addition, we do not delete from our servers data that you have in common with other users.

AQUAWEB FOR END USERS

If you have an End User account, your Administrator may be able to:

Access information in and about your AquaWeb account;

Disclose, restrict, or access information that you have provided or that is made available to you when using your AquaWeb account; and

Control how your AquaWeb account may be accessed or deleted.

Please refer to your organization's policies if you have questions about your Administrator's rights.

SECURITY

The security of your information is important to us. We follow generally accepted standards to protect the information submitted to us, both during transmission and once we receive it. No method of electronic transmission or storage is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our website, you can contact us at info@jordan.si.

OUR POLICY TOWARD MINORS

Our Services are not directed to persons under 18. We do not knowingly collect personally identifiable information from minors under 18. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at info@jordan.si. If we become aware that a minor under 18 has provided us with Personal Information, we will take steps to delete such information from our files.

CONTACTING US

If you have any questions about this Privacy Policy, please contact us at info@jordan.si or at Draga 1, 8220 Šmarješke Toplice, Slovenia.

CHANGES TO OUR PRIVACY POLICY

This Privacy Policy may change from time to time. If we make a change to this privacy policy that we believe materially reduces your rights, we will provide you with notice (for example, by email). And we may provide notice of changes in other circumstances as well. By continuing to use the Service after those changes become effective, you agree to be bound by the revised Privacy Policy.

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AQUAWEB ACCEPTABLE USE POLICY

You agree not to misuse the AquaWeb services. For example, you must not, and must not attempt to, use the services to do the following things.

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, AquaWeb (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- publish anything that is fraudulent, misleading, or infringes another's rights;
- promote or advertise products or services other than your own without appropriate authorization;
- impersonate or misrepresent your affiliation with any person or entity;
- violate the law in any way, or to violate the privacy of others, or to defame others.

Life support policy "Warning": Do not use in life support. Seller's products are not authorized for use as critical components in life support devices or systems

As used herein: Life support devices or systems are devices which (a) are intended for surgical implant into the body, or (b) support or sustain life and whose failure to perform when properly used in accordance with instructions for use provided in the labeling can be reasonably expected to result in a significant injury to the user. A critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.