

# General terms of use

## Polyconnect

The use of the POLYCONNECT application (“the Application”) is governed by these general conditions of use. Any individual or entity (“the User”) who accesses, for whatever reason, the Application and its content is automatically, fully and without reservation bound by these conditions. The mere fact of browsing or using the Application implies full acceptance of these conditions.

POLYTROPIC provides the Application and reserves the right to modify these conditions of use at any time, at its sole convenience and without notice. Any possible modification of the present conditions of use will enter into force as soon as it is placed online.

Access to the Application may at any time be subject to interruption, suspension and/or modification without notice for maintenance or for any other reason. The User undertakes not to claim any compensation following the interruption, suspension or modification of these conditions.

The protection of your privacy and your personal data is paramount to us.

The POLYCONNECT Application which allows Users to control POLYTROPIC products via their mobile devices, these conditions also aim to describe the information that POLYTROPIC collects and hosts, and to explain what use will be made of the information collected under the use of the Application.

### **APPLICATION MANAGER**

This Application is made available under the terms of these general conditions for the POLYTROPIC brand by:

**Polytropic**

4 chemin des Eclapons

69,390 VOURLES

Hereinafter referred to as "POLYTROPIC " It is also POLYTROPIC who is responsible for processing personal data and who defines for what purpose and how your personal data is used.

## **VIGILANCE AND PERSONAL SECURITY**

IN ORDER TO PROTECT YOUR IDENTITY IN THE APPLICATION, POLYTROPIC STRONGLY RECOMMENDS THAT YOU KEEP YOUR PASSWORD COMPLETELY CONFIDENTIAL, USE A PASSWORD THAT IS DIFFICULT TO FIND (EXAMPLE: A PASSWORD THAT CONTAINS BOTH LETTERS AND NUMBERS AND WHICH IS NOTHING LIKE YOUR USERNAME). UNDER NO CIRCUMSTANCES WILL POLYTROPIC CONTACT YOU TO ASK YOU FOR YOUR PASSWORD.

## **YOUR RESPONSIBILITIES, CERTIFICATIONS, AGREEMENTS AND CONSENTS**

Each User of the Application:

- undertakes to respect the present general conditions as well as the laws and regulations in force when using the Application.
- is fully responsible for verifying the information they provide on the Application.
- is fully responsible for the direct or indirect consequences, whatever their nature, Within the use of the Application

Each User exempts POLYTROPIC against all complaints, claims, actions and/or claims whatsoever that POLYTROPIC may suffer as a result of the violation of any of the provisions of these general conditions and undertakes to exempt POLYTROPIC for any prejudice it would suffer and to pay him all the costs, charges and/or judgments that he may have to bear as a result, including his consulting costs.

The User is informed and accepts that POLYTROPIC reserves the right, in the event of violation of any of the provisions of these general conditions or violation of the laws and regulations in force, to:

- suspend or terminate access to the User's Application,
- take all appropriate measures and initiate any legal action,
- notify the competent authorities, if necessary, cooperate with them and provide them with all useful information for the investigation and repression of illegal or illicit activities, delete their POLYCONNECT account if the User is required to leave the accommodation to which the account is connected.

## **PROHIBITED ACTIONS AND BEHAVIORS**

It is forbidden to access or attempt to access the account of another User. Similarly, it is forbidden to open a POLYCONNECT account for a device of which you are not the user without the prior consent of the latter.

It is forbidden to use the Application in a way that would violate the laws and regulations in force and in particular the copyrights, trademarks, trade secrets or any other intellectual property right of POLYTROPIC, of third parties or that would violate the privacy (including personal data), or any other personal rights of third parties.

It is forbidden to violate or attempt to violate the security of the Application, to test the technical vulnerability of the Application or to try to disrupt access to the Application or the services offered in the Application.

It is forbidden to use software intended to modify the appearance of the Application.

## **RIGHTS, COMMITMENTS, GUARANTEES AND RESPONSIBILITIES OF THE COMPANY**

POLYTROPIC strives to provide information on the Application that is as accurate as possible. However, it cannot be held responsible for omissions, inaccuracies and deficiencies in the Application.

All the information indicated within the Application is given for information purposes only, and is subject to change. Furthermore, the information on the Application is not exhaustive. They are given subject to modifications having been made since they were put online.

POLYTROPIC assumes no responsibility for the direct or indirect consequences, whatever their nature, of the use of the Application. In particular, it is specified that the consumption data are estimates only. POLYTROPIC cannot be held responsible for the inaccuracy of these estimates.

POLYTROPIC assumes no responsibility for any cost paid to use the Application (internet connection, telephone costs, etc.).

POLYTROPIC reserves the right, without notice and at its sole convenience, to close, banish, modify or delete the account of one or more Users as well as to limit and/or prohibit access to the Application of one or more Users. POLYTROPIC does not guarantee total efficiency or security of the Application and assumes no responsibility for any damage(s), loss(s) or any other consequence caused by problems relating to efficiency or security of the App. POLYTROPIC assumes no responsibility for any problem or reason dependent or independent of POLYTROPIC which would make navigation difficult on the Application, prevent complete or partial access to the Application or allow one or more malicious Users to access the information personal or to the account(s) of one or more Users.

POLYTROPIC reserves the right to close, at any time, without notice, at its sole convenience, temporarily or permanently, the Application and assumes no responsibility for the consequences caused, direct or indirect, by the closures of the App.

## **INTELLECTUAL PROPERTY**

The trademarks, logos, signs of the Application are protected by the Intellectual Property Code and more particularly by copyright.

It is prohibited to sell, modify, reproduce, copy, distribute or make any other use of the content of the Application for public or commercial purposes without the express authorization of POLYTROPIC.

It is prohibited to use, for whatever purpose or reason, the content of the Application on another website or intranet network without the prior written authorization of POLYTROPIC.

## **PRIVACY AND CONFIDENTIALITY**

## **WHAT PERSONAL DATA IS COLLECTED?**

POLYTROPIC collects the following information:

- Information related to the creation of the customer's account
- Information from devices connected to the POLYCONNECT application

### **Information related to the creation of the customer account**

When you install POLYCONNECT on your tablet or smartphone, you will be asked to complete the following information:

- A valid email address
- serial number of connected equipment
- Postal code
- the characteristics of your pool (area, depth, presence of cover or shelter, etc.).

This information will then be integrated into your profile, which you can access using the username and password you have provided.

This information has two purposes:

- operation of the POLYCONNECT functionalities, such as the display of meteorological data, management of the product's local time;
- understanding of the environment in which POLYTROPIC brand products operate, enabling us to improve their thermal performance and application functionality.

### **Information from devices connected to the POLYCONNECT bridge**

The various devices connected to POLYCONNECT have functions that collect information such as:

- the temperature of your pool
- the parameters of the connected devices (on/off function, setpoint temperatures, heating programs, etc. )

This information that you can consult is necessary to allow you to use the different POLYCONNECT functions as well as to optimize your thermal comfort by accessing the different functions of your POLYTROPIC devices.

## WHAT ARE YOUR RIGHTS OVER YOUR PERSONAL DATA?

As a user of POLYCONNECT services, you have the right:

- to request that the data collected from your devices be dissociated from your account. We will then keep the history of your devices for all subsequent requests. If you exercise your right to be forgotten, and you have access to a customer area on a website, this access will then be suspended since your username will be erased from our files. We cannot erase your data as long as an order intended for you is in progress or as long as there is a dispute between you and POLYTROPIC or, more generally, as long as we POLYTROPIC requires your data to perform a contract or fulfill one of our obligations.
- to object to the collection and processing of data concerning you when it is not strictly necessary.
- to access the data collected about you and to retrieve it in a standard electronic format;
- to obtain its rectification;
- to request a limitation of their processing – for example by refusing any use for prospecting purposes;

These rights can be exercised by contacting us:

- By e-mail : [app@polyconnect.fr](mailto:app@polyconnect.fr)
- By post (with a copy of your identity document if you exercise your rights) to the following address:

POLYTROPIC  
4 Chemin des Eclapons

69390 VOURLES

You also have the right to lodge a complaint with a supervisory authority and to take legal action, in particular if your request to exercise your rights has not been processed within one month after they were received. have been introduced.

## **HOW LONG DOES POLYTROPIC KEEP YOUR DATA?**

The personal data of your profile is kept until the POLYCONNECT account is deleted. After deletion of the account, we only keep in memory the operating information of the products which have been paired with the POLYCONNECT application and is said to be of a technical nature.

Technical information is anonymized and kept for the time necessary to:

- execute the service when an account is created again using the serial numbers of your POLYCONNECT devices;
- to enable us to improve the operation of our devices.

## **WHERE DO WE STORE YOUR PERSONAL DATA?**

The processing that POLYTROPIC is likely to carry out on personal data is carried out in data centers hosted in the European Union.

In the event of a transfer of personal data to POLYTROPIC companies or subcontractors established outside the European Union, POLYTROPIC then undertakes to ensure that these recipients comply with the provisions of Regulation (EU) No. 679/2016.

## **WHAT ARE OUR OBLIGATIONS REGARDING YOUR PERSONAL INFORMATION?**

POLYTROPIC takes all reasonable and necessary measures to protect the data processed against unauthorized access, use, modification or destruction of personal (or potentially personal) data.

Polytropic has a commitment relating to the security of our services and we have put in place physical, administrative and technical measures aimed at preventing unauthorized access to your data. Our security policies cover security management for internal operations and our services. These policies govern all areas of security applicable to the services and apply to all POLYTROPIC employees as well as our service providers and subcontractors who need to have access to this data.

If we determine that your data has been misappropriated or otherwise acquired in error by a third party, we will inform you as soon as possible, as well as the supervisory authority (the CNIL in France).

## **HOW IS THIS INFORMATION USED?**

### **Use of data by POLYTROPIC**

We only use your personal data for the purposes of operating your POLYCONNECT account. We promise never to sell them without your agreement.

With your consent when creating your account, we may use your e-mail address to offer you our offers, announce new functionalities and product information, ask for your opinion or simply keep you informed of POLYTROPIC news and offers. We will also be able to provide you with information on POLYTROPIC products or on the POLYCONNECT application (new functions, tutorials, alerts, etc. ).

If you no longer wish to receive this information, you can withdraw your consent by going to your POLYCONNECT personal space.

Other so-called technical information relating in particular to the settings of your devices is used for the purposes of analysis, improvement of our devices, the POLYTROPIC POLYCONNECT application and to offer you new innovative services.

Thus, POLYTROPIC processes the personal data concerning you on the following legal bases:

1. when you have given us your consent for us to process your personal data, or
2. in the context of the legitimate interest that POLYTROPIC has to process your personal data (if POLYTROPIC has an interest in processing your data which is justified, balanced and does not infringe your privacy) or
3. in the context of the processing of personal data made compulsory by a legal text

## **HOW DOES THE COLLECTION OF PERSONAL DATA OF MINORS WORK?**



Even if POLYTROPIC does not seek to collect personal data on minors, certain services may be used by minors. In this case, it is up to the parents and any person exercising parental authority to decide whether their minor child is authorized to use the services of POLYTROPIC.

## **EXTENDED WARRANTY**

POLYTROPIC offers you an additional two-year warranty on all parts of your heat pump under the following conditions:

- your heat pump is permanently connected to the wifi network to allow us to collect the operating parameters (except passive wintering period).
- That your devices are installed and used in accordance with the rules in force and the manufacturers' instructions.
- That your devices are maintained according to the manufacturers' instructions and instructions.

## **JURISDICTION**

These terms of use are governed, interpreted and applied in accordance with French law.

The French courts of the registered office of the Company shall have sole jurisdiction to hear any dispute relating to these presents, including, without this enumeration being exhaustive, their validity, their interpretation, their execution and/or their termination and its consequences.