

## **TERMS AND CONDITIONS**

### **Legal Conditions**

Xylem and its operating divisions and subsidiaries (collectively "Xylem") maintain and operate this and other web sites (collectively the "Xylem Sites") for informational purposes only.

### **Registration for sites**

- Some pages of the Xylem Web Site may be password protected. In the interest of safety and security of the business transactions, only registered users may access said pages. Xylem reserves the right to deny registration to any user. Xylem particularly reserves the right to determine certain sites, which were previously freely accessible, subject to registration. Xylem is entitled, at any time and without obligation to give reasons, to deny the user the right to access the password-protected area by blocking its User Data (as defined below), in particular if the user
  - uses false data for the purpose of registration;
  - violates these Terms and Conditions or neglects its duty of care with regard to User Data;
  - violates any applicable laws in the access to or use of the Xylem Web Site; or
  - did not use the Xylem Web Site for a longer period.
- For registration the user shall give accurate information and, where such information changes over time, update such information (to the extent possible: online) without undue delay. The user shall ensure that its e-mail address, as supplied to Xylem, is current at all times and an address at which the user can be contacted.
- Upon registration the user will be provided with an access code, comprising a User ID and a password ("User Data"). On first access the user shall promptly change the password received from Xylem into a password known only to the user. The User Data allows the user to view or change its data or, as applicable, to withdraw its consent to data processing.
- The user shall ensure that User Data is not accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the user shall log-off from the password protected websites. If and to the extent the user becomes aware that third parties are misusing its User Data the user shall notify Xylem thereof without undue delay in writing, or, as the case may be, by e-mail. After receipt of this notice, Xylem will endeavor to deny access to the password-protected area under such User Data. Access by the user will only be possible again upon the user's application to Xylem or upon new registration.
- The user may at any time request termination of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event Xylem will remove all user data and other stored personally identifiable data of the user as soon as these data are no longer needed.

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