



Water Hero: Terms & Conditions

Water Hero, Inc and its subsidiaries and affiliates (collectively, “Water Hero”) provides: (1) a Water Hero user account website that may be accessed at my.waterheroinc.com, www.waterheroinc.com and associated domains and sub-domains (each “Sites”), (2) services accessible through the Sites (“Web Apps”), (3) software that may be downloaded to your smartphone or tablet to access services (“Mobile Apps”), and (4) subscription services, including services that can be accessed using the Web Apps and Mobile Apps (“Subscription Services”), all for use in conjunction with Water Hero hardware products (“Products”) and in other ways that Water Hero provides. Some Water Hero Products and Services can be used together or in ways that integrate with products and services from third parties. The term “Services” means the Sites, Web Apps, Mobile Apps, and Subscription Services.

These Terms of Service (“Terms”) govern your access to and use of the Services. The term “you,” as used in these Terms, means any person or entity who accesses or uses the Services and any person or entity who creates an Account (as defined in Section 2(a)) and accepts these Terms, including Owners, Authorized Users (as defined in Section 2(b)), and the parents or guardians of Authorized Users, as applicable (as described in Section 1(b)(ii)). These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACKNOWLEDGING THE AGREEMENT OR BY ACCESSING AND USING THE SERVICES (INCLUDING THE SITES), YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY (SUBJECT TO SECTION 1(b)(ii) BELOW) TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE, SUBJECT TO SECTION 1(b)(ii) BELOW, OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT (AS DESCRIBED BELOW) AND CEASE ACCESSING OR USING THE SERVICES.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATE OF THE SERVICES AND OF THE PRODUCTS CONNECTED TO THE SERVICES. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES.

AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. Overview, Eligibility, Customer Service, Term and Termination

- a. Overview and Relation to Other Agreements. These Terms govern your use of the Services. Your purchase of any Product is governed by the limited warranty provided with that Product

("Limited Warranty") and may further be governed by the **Terms & Conditions of Sale**. The software embedded in the Product (and any updates thereto) ("Product Software") is licensed and governed by the **End User Licensing Agreement**. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules, and the **Website Privacy Policy** ("Website Privacy Policy"), and the **Privacy Statement** ("Privacy Statement"), are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

- b. Eligibility. (i) You may use the Services only if you can form a binding contract with Water Hero (except subject to the provisions of clause (1)(b)(ii) below), and only if you are in compliance with these Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations. Only individuals age 18 and older are permitted to act as Owners of Water Hero Accounts. (ii) If you are an Authorized User, you represent and warrant that you are over the age of 13, and in the event you are between the age of 13 and the age of majority in the jurisdiction where you reside, that you will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services by individuals under the age of 13 is strictly prohibited and is a violation of these Terms. The Services are not available to any users previously prohibited from using the Services by Water Hero.
- c. Customer Service. If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact Water Hero.
- d. Term and Termination. These Terms will remain in full force and effect so long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. At any time, Water Hero may (i) suspend or terminate your rights to access or use the Services, or (ii) terminate these Terms with respect to you if Water Hero in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account (as described below) and will need to register for a separate Account with Water Hero.
- e. Effect of Termination. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

2. Accounts

- a. Your Account. To use the Services, you must register for a user account ("Account") and provide certain information about yourself as prompted by the applicable registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account, and to maintain your password securely to prevent others from gaining access without your permission. You agree to

immediately notify Water Hero of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Water Hero is not liable for any loss or damage arising from your failure to comply with the above requirements.

- b. The individual who creates an Account is the “Owner” of that Account and is the Owner of the Water Hero Products associated with that Account. Individuals who are authorized to access an Owner’s Products and Services are “Authorized Users.” Authorized Users may have the ability to use the Services and monitor and control the Products (for example, an Authorized User can turn your water on or off). Authorized Users may also have the ability to view information (including personal information) and content across all of an Owner’s Products, Services, and Works with Water Hero connections (for example, an Authorized User will receive mobile alerts or can view your usage data). Authorized Users are responsible for their own actions in connection with the Products and Services, but Owner also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner’s Products, Services and Account. If you are an Owner who invites or enables an Authorized User, you acknowledge and agree that such Authorized User may subsequently invite or enable other Authorized Users with the same access and ability to use your Products and Services set out above. As a result, if you are an Owner, you should authorize only those individuals that you trust to access your Account, Products, and Services.

3. Access to Services

- a. Access and Use. Subject to these Terms, Water Hero grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by (i) using the Web Apps in connection with, and solely for the purpose of, controlling and monitoring the Products you own or are authorized to control and monitor or otherwise accessing a service explicitly provided by Water Hero for your use (the “Permitted Purpose”), and (ii) installing and using the Mobile Apps solely on your own handheld mobile device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose.
- b. Automatic Software Updates. Water Hero may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and/or the Product Software (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your Account and stop using the Services and the Product. If you do not terminate a previously created Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and the Product and you agree to promptly install any Updates Water Hero provides. Your continued use of the Services and the Product is your agreement – (i) to these Terms with respect to the Services, and (ii) to the **End User License Agreement** with respect to updated Product Software.
- c. Interface to Third-Party Products and Services. Over time, Water Hero may provide the opportunity for you to interface the Products and Services to one or more third-party products and services, through and using the Services, for example through the Works with Water Hero platform (“Third Party Products and Services”). You decide whether and with which Third-Party Products and Services you want to interface. Your explicit consent and authorization is required for this interface, and is revocable by you at any time. Once your consent is given for a particular Third-Party Product and Service, you agree that Water Hero may exchange information and control data regarding you and your products, including your personal

information, in order to enable the interface you have authorized. Once this information is shared with the particular Third-Party Product and Service, its use will be governed by the third party's privacy policy and not by Water Hero's privacy documentation. You acknowledge and agree that Water Hero makes no representation or warranty about the safety of any Third-Party Products or Services. Accordingly, Water Hero is not responsible for your use of any Third Party Product or Service or any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your use of any Third Party Products or Services. You should contact the third party with any questions about their Third Party Products and Services.

- d. Certain materials may be displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, video, images, and illustrations (“Content”). The Content also includes information that you and other users provide us in the course of using the Services (collectively, “User Submissions”), which we may use to provide, maintain and improve the Services. Some content may be visible to others (for example, the Service could allow you to upload, post, or otherwise share content). You may also post feedback, comments, questions, or other information on the Sites. You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, or that you contribute in any manner to the Services; you represent and warrant that you have all rights necessary to do so, in the manner in which you contribute it; and you license to Water Hero all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Water Hero reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.
- e. Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive service; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Product, the Product Software, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by Water Hero; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in

connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

- f. **Open Source.** Certain items of independent, third party code may be included in the Web Apps and/or Mobile Apps that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.
- g. **Privacy.** Please review the **Privacy Policy for Water Hero Web Sites** and the **Privacy Statement for Water Hero Products and Services**. These documents describe practices regarding the information that Water Hero may collect from users of the Products and Services, including any Content or User Submissions.
- h. **Security.** Water Hero cares about the integrity and security of your personal information. However, Water Hero cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
- i. **Modification.** Water Hero reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Water Hero will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.
- j. **Access Outside Certain Countries.** Although the Sites are accessible worldwide, the Products and Services provided or accessed through or on the Sites are not available to all persons or in all countries. If you choose to access the Sites from outside a country in which Water Hero supports the Product and Services listed here (“Target Country”), you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Sites are not designed for use in a non-Target Country and some or all of the features of the Sites may not work or be appropriate for use in such a country. To the extent permissible by law, Water Hero accepts no responsibility or liability for any damage or loss caused by your accessing or use of the Sites or Water Hero Products in a non-Target Country. You will be bound by these Terms wherever you access or use the Sites or use the Services.

4. Agreed Usage and Limitations Of Water Hero Services

- a. **Intended Use of Water Hero Services.** The Services are intended to be accessed and used for non-time-critical information and control of Water Hero Products. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Water Hero’s control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that Water Hero is not responsible for any damages allegedly caused by the failure or delay of the Services.

- b. No Life-Safety or Critical Uses of the Services. You acknowledge and agree that the Products and Services, whether standing alone or when interfaced with third-party products or services are not certified for emergency response. Water Hero makes no warranty or representation that use of the Products or Services with any third-party product or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE PRODUCTS AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM -- WATER HERO WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY. In addition, the Water Hero Customer Care and Support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.
- c. Reliability of Notifications. You acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR WATER HERO PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. The information provided by Water Hero on what to do in an emergency is based on authoritative safety sources, but there is no way for Water Hero to provide specific information relating to a situation in your home or elsewhere. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.
- d. Temporary Suspension. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Water Hero does not offer any specific uptime guarantee for the Services.
- e. System Requirements. The Services will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the Products; (ii) an Account; (iii) mobile clients such as a supported phone or tablet (required from some functionality); (iv) always-on broadband Internet access in your home with bandwidth sufficient to support the Products you use; and (v) other system elements that may be specified by Water Hero. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met. In addition, you acknowledge that Water Hero may activate Bluetooth on your smartphone or tablet, with or without prior notification, in order to facilitate proper operation of the Services, enable communication with Water Hero Products connected to the same Water Hero account, and enable certain features (such as remote silencing of a smoke or CO alarm on Water Hero Protect).
- f. Leak Protection, Water Savings and other Benefits. Water Hero, Inc does not guarantee or promise any specific level of water savings or leak protection or other benefit from the use of the Product or Services or any feature thereof. Actual benefits vary with factors beyond Water Hero, Inc's control or knowledge. From time to time, Water Hero, Inc may use the Services to provide you with information that is unique to you including threat of a potential leak or your

water usage. We do this to provide information based on our analysis and information about you and your household. You acknowledge that these recommendations are not a guarantee of an actual leak or accurate water usage, and you agree not to seek monetary or other remedies from Water Hero, Inc if your benefits differ.

- g. The Services provide you information (“Product Information”) regarding the Products in your home including but not limited to water consumption through an existing meter and potential leaks in existing piping. All Product Information is provided “as is” and “as available”. We cannot guarantee that it is correct or up to date. Accessing Product Information through the Services is not a substitute for direct access of the information in the home.
- h. All information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which (or from whose account) such Content originated and Water Hero will not be liable for any errors or omissions in any Content. Water Hero cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, we cannot guarantee the authenticity of any data that users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services.
- i. You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Water Hero; (v) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vi) jeopardizes the security of your Water Hero Account or anyone else’s Account (such as allowing someone else to log in to the Services as you); (vii) attempts, in any manner, to obtain the password, account, or other security information from any other user; (viii) violates the security of any computer network, or cracks any passwords or security encryption codes; (ix) runs Maillist, Listserv, or any form of auto-responder or “spam” on the Services, or any processes that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure); (x) copies or stores any significant portion of the Content; or (xi) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.
- j. Data protection and privacy laws where you live may impose certain responsibilities on you and your use of the Products and Services. You agree that you (and not Water Hero) are responsible for ensuring that you comply with any applicable laws when you use the Products and Services, including but not limited to (i) any laws relating to the recording or sharing of video or audio content that includes third parties, or (ii) any laws requiring notice to or consent of third parties with respect to your use of Water Hero.

5. Limitations Of Water Hero Services Due to Third Parties

- a. General. Water Hero Services rely on or interoperate with third party products and services. These third party products and services are beyond Water Hero's control, but their operation may impact or be impacted by the use and reliability of the Water Hero Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, (ii) these third party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the Water Hero Services operate, and (iii) Water Hero is not responsible for damages and losses due to the operation of these third party products and services.
- b. Third Party Service Providers Used By Water Hero. You acknowledge that Water Hero uses third party service providers to enable some aspects of the Services – such as, for example, data storage, synchronization, and communication through Amazon Web Services, and mobile device notifications through mobile operating system vendors and mobile carriers. **YOU AGREE NOT TO RELY ON THE SERVICES FOR ANY LIFE SAFETY OR TIME-CRITICAL PURPOSES.**
- c. Equipment, ISP, and Carrier. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, Bluetooth connection, and other related equipment ("Equipment"), (ii) your Internet service provider ("ISP"), and (iii) your mobile device carrier ("Carrier"). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.
- d. Third Party Products and Services that Work With Water Hero Services. Water Hero may provide the opportunity for you to interface to Third Party Products and Services. You acknowledge that Third Party Products and Services that you connect to your account or interface with are not Water Hero products and services and you acknowledge and agree that Water Hero does not control, and that these Terms do not apply to, any Third Party Products and Services. Use of any Third Party Products and Services is governed by separate terms and conditions provided by the operator(s) of the applicable Third Party Products and Services. You acknowledge and agree that Water Hero makes no representation or warranty about the operation, reliability, or safety of any Third Party Products or Services. Accordingly, Water Hero is not responsible for your use of any Third Party Product or Service or any personal injury, death, property damage (including, without limitation, to your home), interruption of service, downtime, data loss, or other harm or losses arising from or relating to your use of any Third Party Products or Services. You should contact the Third Party with any questions about their Products and Services.
- e. App Stores. You acknowledge and agree that the availability of the Mobile Apps is dependent on the third party websites from which you download the Mobile Apps, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). You acknowledge that these Terms are between you and Water Hero and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Mobile Apps from it. You agree to comply with, and your license to use the Mobile Apps is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

- f. **Third Party Website Links and Referrals.** The Sites may contain links to other web sites operated by third parties (“Third Party Sites”) and referrals to third party vendors (“Referred Vendors”). Such Third Party Sites and Referred Vendors are not under our control. Water Hero provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors. Your use of these Third Party Sites is at your own risk.
- g. **Authorized Users.** Water Hero is not responsible for any Authorized User’s behavior, or for any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to their use of the Services.
- h. **Release Regarding Third Parties.** Water Hero is not responsible for third parties or their products and services, including, without limitation, the App Stores, Third Party Products and Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and Carriers. Water Hero hereby disclaims and you hereby discharge, waive and release Water Hero and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

6. Ownership and Intellectual Property

- a. **Water Hero Property.** You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Product, Product Software, and Services (i.e., the Sites, Web Apps, and Mobile Apps) are owned by Water Hero or its affiliates or our licensors. Your possession, access, and use of the Product, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. Water Hero and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Services are licensed to you, not sold, under these Terms. You may only copy parts of the Services (including this Site) on to your own computer for your own personal use. You may not use the content of the Services in any other public or commercial way nor may you copy or incorporate any of the content of the Services into any other work, including your own web site without the written consent of Water Hero. You must have a license from us before you can post or redistribute any portion of the Services. Other than with respect to User Submissions, Water Hero retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.
- b. **Feedback.** You may choose to, or Water Hero may invite you to submit comments, suggestions, or ideas about the Products or Services, including how to improve the Products or Services (“Ideas”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Water Hero under any fiduciary or other obligation. Water Hero may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that

Water Hero does not waive any rights to use similar or related ideas previously known to Water Hero, developed by its employees, or obtained from other sources.

- c. **User Submissions.** You hereby grant us with a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to access, display, or otherwise use your User Submissions (including all related intellectual property rights) solely in connection with providing you the Services and as directed by you. You also hereby do and shall grant each user of the Services a non-exclusive license to access and use your User Submissions through the Services and as permitted through the functionality of the Services and under these Terms. Furthermore, you understand that we retain the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. For clarity, the foregoing license grant to Water Hero does not affect your ownership of or right to grant additional licenses to the material in your User Submissions, unless otherwise agreed in writing.

7. Indemnity

You agree to defend, indemnify and hold Water Hero and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use and each Authorized User's use of the Products or Services, (ii) your or your Authorized Users' violation of these Terms, (iii) any User Submissions or Feedback you provide; or (iv) your or your Authorized Users' violation of any law or the rights of any third party. Water Hero reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Water Hero and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Water Hero's prior written consent. Water Hero will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. Warranty Disclaimers

- a. THE WARRANTY FOR THE PRODUCT AND PRODUCT SOFTWARE ARE SET FORTH IN THE LIMITED WARRANTY AND THE EULA, RESPECTIVELY.
- b. THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE" AND WATER HERO AND OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.
- c. WATER HERO AND OUR LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WATER HERO OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.
- d. WATER HERO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR SERVICES (INCLUDING, BUT NOT LIMITED TO, THIRD PARTY PRODUCTS AND SERVICES CONNECTED THROUGH WATER HERO) OR ANY HYPERLINKED

WEBSITE OR SERVICE, AND WATER HERO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH PRODUCTS OR SERVICES.

- e. WHEN YOU INSTALL, SETUP OR USE PRODUCTS AND SERVICES LIKE THOSE PROVIDED BY WATER HERO YOU ARE GIVEN THE OPPORTUNITY TO ALTER DEFAULTS OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN CAUSE DAMAGE OR LEAD TO NON-RECOMMENDED OPERATION OF YOUR CONNECTED EQUIPMENT OR SYSTEMS. YOU ASSUME ALL LIABILITY FOR SUCH DAMAGE WHEN YOU CHOOSE PARTICULAR SETTINGS OR SET OR ADJUST DEFAULTS.
- f. WATER HERO MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND WATER HERO WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. WATER HERO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

9. Limitation of Liability

Nothing in these Terms and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) WATER HERO BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES OR THE PRODUCTS, EVEN IF WATER HERO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) WATER HERO'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO WATER HERO OR WATER HERO'S AUTHORIZED RESELLER FOR THE SERVICES OR THE PRODUCT AT ISSUE IN THE PRIOR 6 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. WATER HERO DISCLAIMS ALL LIABILITY OF ANY KIND OF WATER HERO'S LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES WILL WATER HERO BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

10. Fees and Payment

Certain Services may be provided for a fee. You shall pay all applicable fees in connection with the Services selected by you in accordance with the Terms of Sale.

11. Digital Millennium Copyright Act

- a. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Water Hero's designated Copyright Agent to receive notifications of claimed infringement is Copyright Agent – Attention Legal 73 Lothrop St, Beverly, MA 01915, support@waterhero.com, (617) 819-4376. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Water Hero customer service. You acknowledge that if you fail to comply with all of the requirements of this Section 12(b), your DMCA notice may not be valid.
- c. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent: (i) Your physical or electronic signature; (ii) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (iii) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (iv) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Boston, Massachusetts, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
- d. If a counter-notice is received by the Copyright Agent, Water Hero may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Water Hero's sole discretion.

12. General

- a. Changes to these Terms. Water Hero reserves the right to make changes to these Terms. We'll post notice of modifications to these Terms on this page. You should ensure that you have read and agree with our most recent Terms when you use the Services. Continued use of the

Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms.

- b. **Governing Law and Jurisdiction.** These Terms & Conditions are governed by the laws of the Commonwealth of Massachusetts without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts in or for Suffolk County, Commonwealth of Massachusetts for the purpose of litigating all such claims or disputes.
- c. **Protection of Confidentiality and Intellectual Property Rights.** Notwithstanding the foregoing, Water Hero may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.
- d. **Entire Agreement/Severability.** These Terms constitute the entire agreement between you and Water Hero regarding the use of the Services. Any failure by Water Hero to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.
- e. **Survivability.** The obligations in Sections 3(d), 4, 6, 7, 8, 9, 11, and 13 will survive any expiration or termination of these Terms.
- f. **Assignment.** These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without Water Hero's prior written consent. These Terms may be assigned by Water Hero without restriction. These Terms are binding upon any permitted assignee.
- g. **Notifications.** Water Hero may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on www.WaterHero.com. Water Hero is not responsible for any automatic filtering you or your network provider may apply to email notifications. Water Hero recommends that you add @waterheroinc.com email addresses to your email address book to help ensure you receive email notifications from Water Hero.
- h. **Disclosures.** Please see www.waterheroinc.com for Water Hero's address.
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