



## **Water Hero: Terms & Conditions of Sale**

Welcome to the online store (the "Store") provided by Water Hero, Inc. ("Water Hero"). Your purchase of products ("Products") and/or subscription services ("Subscription Services") from the Store constitutes your agreement to be bound by these Terms & Conditions of Sale ("Terms & Conditions") and any additional terms we provide, including but not limited to our Terms of Service and the terms of the Limited Warranty included in-box with any Water Hero Product.

THIS IS A LEGAL AGREEMENT. BY PLACING AN ORDER FOR PRODUCTS AND/OR SUBSCRIPTION SERVICES, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS & CONDITIONS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS & CONDITIONS. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO PURCHASE AND USE PRODUCTS AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS & CONDITIONS, YOU SHOULD NOT PURCHASE THE PRODUCTS.

We reserve the right to change these Terms & Conditions at any time, so please review the Terms & Conditions each time prior to making a purchase from the Store. Every time you order Products from Water Hero, the Terms & Conditions in force at that time will apply between you and Water Hero. If you purchase our Subscription Services, we will notify you in the event we make changes to these Terms & Conditions that affect your subscription. If you have any questions regarding these Terms & Conditions, you can contact Water Hero.

The Store is for retail sales to private consumers only. Please contact [info@waterheroinc.com](mailto:info@waterheroinc.com) if you wish to purchase wholesale supplies.

Please read these terms carefully. As a consumer, you have certain legal rights. The disclaimers, exclusions, and limitations of liability under these Terms & Conditions will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties, including exclusions relating to products or services that are faulty or not as described, or the exclusion or limitation of incidental or consequential damages or other rights. For a full description of your legal rights you should refer to the laws applicable in your country or jurisdiction. Nothing in these Terms & Conditions will affect those other legal rights.

Although the Store is accessible worldwide, the Products and Subscription Services offered on the Store are not designed and tested for use in all countries. If you choose to access the Store and/or use the Products and Subscription Services outside the United States ( a "Target Country"), as applicable, 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 Store and the Products and Subscription Services are not designed for use in a non-Target Country and some or all of the features of the Store, Products and Subscription Services 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 access or use of the Store, Products and Subscription Services in a non-Target Country.

1. Compatibility.

You acknowledge that you have verified the compatibility of the Products you are purchasing with other equipment in your home (e.g., ensuring that your plumbing system is compatible with Products). You are solely responsible for determining the compatibility of the Products with other equipment in your home, and you accept that lack of compatibility is not a valid claim under the warranty provided with your Products and does not otherwise constitute a basis for receiving a refund after the 30-day refund policy described below.

2. Reservations and Pre-Orders.

Products available for reservation and pre-order are not offered for sale by Water Hero. Your placement of a reservation and pre-order does not create a contract for sale.

By placing a reservation and pre-order for a Product that is not yet available for sale, you make an offer to Water Hero to purchase the Product subject to these Terms & Conditions. Water Hero will obtain an authorization from your bank or credit card company for no charge. An authorization from your payment card company may stay open for several days or weeks before a charge is actually made.

You may cancel your offer to purchase Products at any time prior to shipment and you will not be charged.

Later, when the Product is offered for sale, Water Hero may accept your offer to purchase Products subject to these Terms & Conditions. At that time, Water Hero will capture payment on the payment card you provided and ship your Product. Water Hero may obtain an additional authorization from your payment card company to confirm necessary funds are available to purchase the Products requested.

Water Hero reserves the right to cancel or refuse or delay any order for any reason at any time prior to shipment, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is cancelled, or if additional information is needed to complete and accept your order.

3. Payment

By providing a credit card or other payment method accepted by Water Hero, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your order (including any applicable taxes and other charges). If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your Water Hero account, you can do so at any time by logging into your account and editing your payment information.

4. Subscription Services

- a. Subscription Plans. We may offer different subscription plans for our Subscription Services. For more information about these plans, please visit [www.waterheroinc.com](http://www.waterheroinc.com)
- b. Continuous Subscriptions. When you purchase any of our Subscription Services, you expressly acknowledge and agree that (1) Water Hero is authorized to charge you a monthly or annual subscription service fee depending on the billing cycle you choose (in addition to any applicable taxes) for as long as your subscription continues, and (2) your subscription is continuous until

you cancel it or such Subscription Service is suspended, discontinued or terminated in accordance with Water Hero's Terms of Service.

- c. Billing. We automatically bill the payment method associated with your Water Hero account on a monthly or annual basis (depending on the billing cycle you choose). Day one of your billing cycle is tied to the date you activate your Subscription Services by pairing them to Product(s). In the event you later decide to purchase additional Subscription Services (each, an "Add-On Service"), your payment for such Add-On Service will be prorated to the renewal date of your initial Subscription Service and the full amount of the add-on service will be charged on your subscription renewal date. You acknowledge that the amount billed may vary due to promotional offers, changes in your Subscription Services plan and changes in applicable taxes, and you authorize us to charge your payment method for the corresponding amounts.
- d. Cancellations and Refunds. You may cancel your Subscription Services at any time by logging into your Water Hero account and selecting "Cancel Subscription" or e-mailing [info@waterhero.com](mailto:info@waterhero.com). Note that merely unpairing a Product from a Subscription Service may not trigger cancellation of the Subscription Service. In the event you cancel a Subscription Service, we may provide a prorated refund for the period of time starting the day after cancellation of the Subscription Service through the remainder of your billing cycle. If you cancel a Subscription Service but continue to use other Subscription Service(s) following such cancellation, we may provide the refund to you in the form of an account credit toward your continuing Subscription Service(s).

Free Trials. We may offer free trials of our Subscription Services for limited periods of time. If we offer you a free trial, the specific terms of your free trial will be provided at registration. We have no obligation to notify you when your free trial ends, and we reserve the right to modify or terminate free trials at any time, without notice and in our sole discretion.

5. Availability and Pricing.

All Products offered on the Store are subject to availability, and we reserve the right to impose quantity limits on any order, delay fulfillment of an order, to reject all or part of an order and to discontinue offering certain Products and/or Subscription Services without prior notice. Prices for the Products and Subscription Services are subject to change at any time and discounts on specific orders may be given at Water Hero's discretion but changes will not affect any order for Products you have already placed. In the event we change the pricing for any Subscription Service you have purchased, we will give you advance notice of this change in accordance with section 16 (Notifications). After receiving this notice, you will be deemed to have accepted the change in pricing, unless you cancel your subscription as set forth in section 4(d) above.

6. Sales Tax.

Depending on the order, Water Hero calculates and charges sales tax in accordance with applicable laws.

7. Resale and Title Transfer.

Unless a designated Water Hero Distributor, purchases made on the Store are intended for end users only, and are not authorized for resale. Title for Products purchased from the Store passes to the purchaser at the time of delivery by Water Hero to the freight carrier, but Water Hero and/or the freight carrier will be responsible for any Product loss or damage that occurs when the Product is in transit to you.

8. Shipping and Delivery.

Prices for the Products do not include shipping costs. Our delivery charges and methods are as described on the Store website from time to time. We currently offer one method of shipment. The estimated arrival or delivery date is not a guaranteed delivery date for your order. Refused

deliveries will be returned to our warehouse. It may take up to 90 days for the returned items to be identified as refused and processed for a refund.

The Products available on the Store have been designed, marketed and sold for use by residents of the United States , AS APPLICABLE. All safety warnings, information, instructions, packaging, in-box materials, mobile apps, and support services are provided only in English. The Products available on the Store are not intended for use outside of the United States , AS APPLICABLE. You are responsible for complying with all applicable laws and regulations of the country for which the Product is destined. We are not liable or responsible if you break any such law.

#### 9. Installation.

There may be laws in the jurisdiction that you install a particular Product applicable to where and how to install that Product. You should check that you are in compliance with all relevant laws in your jurisdiction. Water Hero is not responsible for any injury or damage caused by self-installation. Water Hero may maintain a list of recommended installers of the Products on its website. These installers are not Water Hero employees and are not affiliated with Water Hero. Water Hero is not responsible for any conduct of or liability associated with these installers. You should do your own diligence of the installers to select one that best fits your needs.

#### 10. Returns for Refund.

If, for any reason, you want to return the Product you purchased from the Store for a refund, you must notify us no later than 30 days following the date of purchase (the "Cancellation Period"). To initiate a return, you must inform us of your decision within the Cancellation Period by contacting Water Hero customer support and clearly stating your desire to return the Product. Although it will not affect your right to a refund, please include details on where and when you purchased the Product and your reason for returning the Product. Water Hero customer service will provide you with a Return Materials Authorization ("RMA") that must be included with your return shipment to Water Hero so Water Hero can identify your shipment and with a return address. If you purchased the Product from somewhere other than the Store, please contact that reseller to obtain a refund.

To receive a refund, you must return your Product (and any promotional merchandise supplied with the Product) with an RMA within the 14 days following the day on which you notify Water Hero customer support that you desire to return your Product. Unless the Product is faulty, you will be responsible for all costs associated with returning the Product to us (including uninstallation and the cost of shipping the Product back to Water Hero). We will refund the price you paid for the Product plus original delivery cost (up to the value of our Ground delivery option), less the value of any promotional merchandise or discounts you received. If you purchase a Bundle (multiple Products sold together at a discount) and you return only part of the Bundle, we will subtract the total Bundle discount from your refund. We may reduce the amount of your refund to reflect any reduction in the value of the Product, as determined in our sole discretion, caused by your handling them in a way which goes beyond what is necessary to establish their nature, characteristics and functioning (e.g., beyond what would normally be permitted in a shop).

We will process the refund due to you as soon as possible and, in any case, within 90 days from the date of receipt by Water Hero of the returned Product. The Product is not eligible for a refund after the 30-day period.

#### 11. Warranties and Disclaimers.

As far as permitted by applicable law, the Store, and all content available on the Store, is provided

on an "as-is" basis without warranties or conditions of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. All products and services purchased through the Store are provided on an "as-is" basis unless otherwise noted in the Limited Warranty included with a Product. With respect to Water Hero Products, you may choose whether to make a claim under these Terms & Conditions or the Limited Warranty or both, but you may not recover twice in respect of the same loss. To initiate a return under the Limited Warranty for your Water Hero Product, you should contact Water Hero.

You use any Products or Subscription Services at your own discretion and risk. You will be solely responsible for (and Water Hero disclaims) any and all loss, liability or damages resulting from your use of a Product and/or Subscription Service, including damage or loss to your HVAC system, plumbing, home, Product, other peripherals connected to the Product, computer, mobile device, and all other items and pets in your home. Unless explicitly promising a "guarantee," Water Hero does not guarantee or promise any specific level of water savings or other monetary benefit from the use of a Product and/or Subscription Services or any feature of them. Actual water savings and monetary benefits vary with factors beyond Water Hero's control or knowledge.

Water Hero gives no warranty regarding the life of the batteries used in a Product. Actual battery life may vary depending on a number of factors, including the configuration and usage of a Product.

#### 12. Limitation of Liability.

Nothing in these Terms & Conditions and in particular within this "Limitation of Liability" section shall attempt to exclude or limit 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 PRODUCTS OR SUBSCRIPTION SERVICES, 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 PRODUCTS AND SUBSCRIPTION SERVICES, 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 PRODUCT AT ISSUE IN THE PRIOR SIX (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.

#### 13. Data Protection.

By placing an order for Products and/or Subscription Services, you agree and understand that Water Hero may store, share, process and use data collected from your order form or phone/fax/email order for the purposes of processing the order. Water Hero may also share such data globally with its subsidiaries and partners. Water Hero will protect your information in accordance with the Privacy Policy for Water Hero Web Sites. Water Hero works with other companies that help Water Hero provide Products to you, such as freight carriers and credit card processing companies, and Water Hero may have to share certain information with these companies for this purpose.

#### 14. Electronic Communications.

You are communicating with Water Hero electronically when you use the Store or send email to

Water Hero. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you order in the Store, we collect and store your email address. From that point forward, your email address is used to send you information about Water Hero's products and services unless you opt-out of such emails using the opt-out link in the emails.

15. 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 Water Hero account, hard copy, or posting of such notice on the Water Hero website. 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 @waterhero.com URLs to your email address book to help ensure you receive email notifications from Water Hero.

16. Force Majeure.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an act or event beyond our reasonable control, including without limitation acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17. 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.

18. Severability.

If any part of these Terms & Conditions becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, such provision or part thereof will be deemed to not form part of the contract between us. The legality, validity or enforceability of the remainder of these Terms & Conditions will remain in full force and effect.

19. Survivability.

The obligations in Sections 11, 12, 13, and 14 through 22 will survive any expiration or termination of these Terms.

20. Waiver.

Failure or delay by us to enforce any these Terms & Conditions will not constitute a waiver of our rights against you and does not affect our right to require future performance thereof.

21. 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.