



SWS SMART WATER STATIONS USA INC

MEMBERSHIP; PRE-PAID PACKAGES; WATER STATION SERVICES AND ONLINE STORE

TERMS OF SERVICE

INTRODUCTION

Welcome to WOOSH!

These terms and conditions of service governs your purchase and use of services provided SWS Smart Water Stations USA INC and/or any of its affiliates and/or licensed and/or authorized contractors and/or distributors (respectively, "WOOSH" and the "Services"), through which you can enjoy bottle filling of Drinking Water (as defined below) at WOOSH's (or affiliates) patented water stations (the "Water Station(s)"), bottle rinsing at the Water Stations and/or purchase related features and equipment available at WOOSH' on-line store ("Online Store"). Use of the Services, or any part thereof, require you to agree to these terms and conditions of Service (the "Terms of Service").

"DRINKING WATER" MEANS THE WATER FROM THE CITY'S MAIN WATER SUPPLY, TREATED BY WOOSH PATENTED WATER TREATMENT PROCESS AND AVAILABLE TO YOU AT THE WATER STATIONS.

OUR CONTACT DETAILS

You may contact WOOSH for any matter by writing, calling, or emailing WOOSH at the address, telephone number, or email address listed below:

Telephone: (937) 505-8114

Address: 1359 Gresham Road

Marietta, GA 30062

contact@WOOSHwater.com

Or the Miami Beach Office:

T: (786) 264-6030

Address: 6988 Indian Creek Dr.

Miami Beach, FL 33141

1. Use of Smart Water Stations

The Water Station can be activated in two (2) ways: (A) place your RF FOB at the reader slot on the Water Station; OR (B) press "MEMEBERS" on the Water Station screen and type in your phone number and Passcode.

Once logged in, you are required to select your preferred filling-size followed by a selection if to add a bottle-rinse or not before filling your bottle. This process is described in the instructions over the Water Station's screen.

If after you are logged in, you do not make any selections or other actions in the system within 60 seconds, the Water Station will automatically end your session and will log you out of the system. Your Account will be charged only after completion of chosen action.

2. Service Availability Limitations

WOOSH will make every effort to provide the Services for 365 days per year; however, WOOSH cannot and does not guarantees that the Services will be available at all times, as force majeure events or other circumstances might prevent WOOSH from providing the



Services from time to time. WOOSH do not represent nor warrant the availability at any given time of Drinking Water and/or rinsing service at any or all Water Station.

BOTTLE FILL SERVICE

Bottle filling of Drinking Water (as defined above) are available at the Water Stations.

In order to fill a bottle at any WOOSH Water Station, make sure that you have an empty bottle with you, and that you know its' size. Follow the instructions on the screen, as they will guide you to fill the bottle properly. First, you will be required to choose your preferred filling size from six (6) available options ranging from 8oz. to 32 oz. Then, you will have to choose whether you like to rinse your bottle before filling it with water (see "Bottle Rinsing" in the next section). Lastly, you will be guided to hold your bottle under the nozzle and between the sensors (illustrated on screen); and press the on-screen "START" button or wait 5 seconds before the filling begins (a five seconds timer will display once you hold your bottle under the nozzle). The bottle filling stops automatically after dispensing the selected amount of water, or if you remove the bottle from between the sensors.

BOTTLE RINSING SERVICE

WOOSH unique rinsing service of reusable bottles is available at the Water Stations.

Before choosing the rinsing option at the Water Station, make sure that your reusable bottle fits properly in the rinsing stand "Dynamic Sink". When the bottle is placed, the lips of the bottle should not touch the rinse Nozzle. AS THERE ARE SO MANY KINDS OF REUSABLE BOTTLES, WOOSH WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO YOUR BOTTLE DURING RINSING PROCESS..

In order to ensure the efficiency of the rinsing, the station needs to complete the rinsing process. It only takes about 10 second during which your bottle will be treated with two splashes of ozone enriched water and cold drinking water. The station will indicate that the process has been completed.

THE RINSING FEATURE IS INTENDED TO WASH AND COOL YOUR WATER BOTTLES. NOTWITHSTANDING THE FOREGOING, AS YOUR BOTTLE MAY CONTAIN ANY KIND OF RESIDUALS FROM FORMER USES, WHICH IS BEYOND WOOSH'S CONTROL, WOOSH PROVIDES NO GUARANTEES NOR WARRANTIES WITH RESPECT TO THE RINSING SERVICE, INCLUDING WITH RESPECT TO THE OUTCOME OF THE RINSING SERVICE AND THE LEVEL OF CLEANLINESS AND SANITY THAT THE RINSING PROCESS HAS SUCCEEDED TO ACHIEVE.

PRE-PAID PACKAGE: ACCOUNTS

3. How to Log-In as a Subscriber

There are two ways to log in: Use Your WOOSH™ RF FOB ("RF Fob") or Use Your phone number and four (4) digits Passcode (the "Passcode")

THE RF FOB AND/OR PASSCODE ARE INTENDED FOR YOUR PERSONAL USE. YOU MUST NOT TRANSFER YOUR RF FOB OR PASSCODE, OR ANY OTHER UNIQUE INFORMATION TO ANY OTHER PERSON.

You may use these credentials to login in to your Account at the Water Stations, the Website and the Online Store.

4. Account; Payments and Charges; Fees for Services

WOOSH will charge the Payment Method (as defined below) according to the details you provided WOOSH, for the amount you chose as your prepaid package (the "Account"). Your Account will be reduced respectively upon usage of the Services. You represent and warrant to WOOSH that you are authorized to use the Account.

You will immediately inform WOOSH of any changes relating to your Account.

If an e-mail address was provided by you, we will e-mail you a statement of use with respect to your Account after every new purchase of pre-paid package. You may access your Account at the Website and review your usage history from woosh stations and all your



purchases (and receipts) with respect to the Account. You may request WOOSH additional information that is necessary to identify a certain charge. WOOSH records shall be deemed conclusive evidence for the use of the Accounts and the charges related thereto.

You can always re-charge your Account and add funds by purchasing an additional pre-paid package.

Each pre-paid package will be automatically activated and will be valid for a period of 12 month as of the date of its purchase or a different period which shall be presented to you in the purchase process (the "Validity Period").

NOTE: ANY PREPAID AMOUNTS WILL BE USABLE AND VALID ONLY DURING THE VALIDITY PERIOD. YOU HEREBY FORFEIT IN FAVOR AND TO THE BENEFIT OF WOOSH ANY AMOUNTS WHICH WERE NOT USED WITHIN THE SAID VALIDITY PERIOD. YOU HEREBY ACKNOWLEDGE THAT AT THE LAPSE OF THE VALIDITY PERIOD, ANY UNUSED AMOUNTS WILL NOT BE AVAILABLE FOR USE NOR REFUNDED BY WOOSH, AND YOU WAIVE ANY AND ALL CLAIMS TOWARD RELEASED PERSONS WITH RESPECT TO SUCH UNUSED AMOUNTS.

5. RF Fob

ID Fobs are essentially RF (radio frequency) ID cards that are linked to the customers' accounts. While RF Fobs are not necessary to use the Water Stations Service, they speed up the process in pulling up accounts and allow skipping the identification process of typing the phone number and password. For your convenience, you may purchase multiple RF Fobs under the same Account.

Once you are successfully registered to use the Services and once you purchase a RF Fob, WOOSH will ship a RF Fob to the address provided by You or you will need to collect it at a designated location. The RF Fob will either be pre-activated when sent by WOOSH; OR activated by You at the Water Station.

If Your RF Fob has been lost or damaged you may disable it as follows: (a) login to your account at WOOSH website at: <https://www.WOOSHwater.com/> (the "Website") and disable it under MY FOBS tab ; (b) at any Water Station under "my FOBS" menu; or (c) report that the RF Fob has been lost or damaged by contacting contact@WOOSHwater.com.

A replacement may be obtained by purchasing it in the Online Store. A replacement fee and applicable Fees will be charged, and a replacement RF Fob will be mailed to Your mailing address provided to WOOSH.

ONLINE STORE

6. Orders

By placing an order on the Website, you are purchasing a product or a Service and subject yourself to these Terms of Service. All orders are subject to availability and confirmation of the order price.

When you place an order, you will provide some personal data that will be subject to the Privacy Policy available at: [https://www.wooshwater.com/wp-content/uploads/2018/01/Woosh%20Privacy%20Policy%20for%20Services%20\(08012018\)EMS.pdf](https://www.wooshwater.com/wp-content/uploads/2018/01/Woosh%20Privacy%20Policy%20for%20Services%20(08012018)EMS.pdf) . Upon completion of the purchase, after approval of the Payment Method you have provided, subject to the availability of the products in stock, you will receive an acknowledgement e-mail confirming receipt of your order.

To contract with WOOSH, you must possess a valid credit or debit card issued by a bank acceptable to us (the "Payment Method"). WOOSH retains the right to refuse any request made by you. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.

7. Product Images

Product images are intended for illustration purposes only and there may be differences between the images displayed on the site, some or all, and the products sold.

8. Shipment

The products will be delivered to the address that you provided during the order process. Products will be shipped only after payment has been fully made, and within 10 business days from the date of approval of the transaction by the credit company; unless stated otherwise on the Website or in a notice from WOOSH.

The shipping fee will be displayed on the shipping option selection page and will be paid in addition to payment for the product.

WOOSH shall not be liable for any damage and/or delay in the supply and/or non-supply caused by force majeure and/or events not under its control, including but not limited to any damage and/or delay in the supply and/or non-supply caused by third-party carrier. The shipment times of the specified products calculated in customary business days.

You must immediately notify WOOSH if the product was not supplied to you during the supply period specified on the Website.

9. Cancellations; Returns; Refund

You may cancel an order by no later than 20 business days following the invoice, provided that the product and/or pre-paid package has not been used (in whole or in part). Any cancellation notice must be provided in writing to: contact@WOOSHwater.com, within the cancellation period.

Upon cancellation, you may claim for a refund subject to returning the purchased product, at your sole cost and expense, within its original packaging together with the purchase receipt; *provided* that the original package is intact, and that the product has not been used, damaged or impaired in any manner. The claim may be made within 20 business days after receiving the receipt of the product(s).

If entitled, the refund will be performed within 20 business days after receipt of the returned product at WOOSH' designated address.

NOTE: REFUNDS FOR PRE-PAID PACKAGES WILL BE ALLOWED ONLY IF CANCELLED PRIOR TO YOUR INITIAL USE OF THE RESPECTIVE PACKAGE. ONCE THE PACKAGE HAS BEEN USED, IN WHOLE OR IN PART, NO REFUNDS WILL BE PROVIDED.

For additional questions you may address our customers' service at: contact@WOOSHwater.com.

PRICING; FEES

Whilst we try and ensure that all details, descriptions and prices which appear on our Website and at the Water Stations are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. Additional Fees (as defined below) are clearly displayed where applicable and included in the 'Total Cost'.

All prices advertised are subject to changes.

You authorize WOOSH to charge your Payment Method for all Fees. "Fees" shall mean any applicable tax and/or charges with respect to the Services and Method Payment, including sales tax, shipping costs, V.A.T (to the extent applicable) and/or other local government charges. You hereby acknowledge and agree that the Fees may be charged and collected by WOOSH.

NO WARRANTY; LIMITATION OF LIABILITY

10. Releases

In exchange for You being allowed to use any of the Services, Water Stations, or related information, You (acting for Yourself and for all of Your family, heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that You have or may have against any Released Person, except for Claims caused by the Released Person's gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to any of the Services, including the Water Station, or Your use of any of the foregoing. "Released



Persons” means, collectively, (i) WOOSH and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, (ii) the municipality in which the Water Station is located, (iii) every sponsor of any of the Services and all of the sponsor’s owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns, and (iv) every holder of property on which is located a Water Station and all of the property holder’s owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns. In exchange for You being allowed to use any of the Services, Water Stations, or related information, You (acting for Yourself and for all of Your family, heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that You have or may have against any Released Person, except for Claims caused by the Released Person’s gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

11. Disclaimers; Limitation on Liability

YOU AGREE THAT YOUR USE OF ANY OF THE SERVICES, WATER STATIONS, OR RELATED INFORMATION IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, WATER STATIONS, OR RELATED INFORMATION, WOOSH AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE SERVICES, WATER STATIONS, AND RELATED INFORMATION ARE PROVIDED “AS IS” AND “AS AVAILABLE” (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY OF THE SERVICES, WATER STATIONS, OR RELATED INFORMATION, AND WOOSH AND ALL OTHER RELEASED PERSONS ARE NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. YOU ASSUME FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER RELATED TO YOUR STOLEN OR LOST RF FOB.

NEITHER WOOSH NOR OTHER RELEASED PERSONS ARE RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, WATER STATIONS, OR RELATED INFORMATION, (B) YOUR BREACH OF THESE TERMS OF SERVICE OR YOUR VIOLATION OF ANY LAW, (C) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, OR (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACT OR OMISSION OF OR BY ANY THIRD PARTY (INCLUDING WITH RESPECT TO THE QUALITY OF THE WATER IN THE CITY PIPES CONNECTED TO THE WATER STATIONS). YOU DO HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, THE TOTAL LIABILITY OF WOOSH AND ANY OTHER RELEASED PERSON.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, THE RELEASED PERSONS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF RELEASED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, RELEASED PERSONS’ LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

PRIVACY; CONFIDENTIAL INFORMATION

Your use of our Services is subject to WOOSH’s Privacy Policy, which is available at [https://www.wooshwater.com/wp-content/uploads/2018/01/Woosh%20Privacy%20Policy%20for%20Services%20\(08012018\)EMS.pdf](https://www.wooshwater.com/wp-content/uploads/2018/01/Woosh%20Privacy%20Policy%20for%20Services%20(08012018)EMS.pdf) . The provisions of the Privacy Policy are an integral part of these Terms of Service.

TERM AND TERMINATION

These Terms of Service shall be valid and effective until the earlier of: (a) failure by you to comply with any of its terms; (b) WOOSH terminates Your right to use any of the Services, in WOOSH’s sole discretion and without any notice or cause; or (c) You notify WOOSH of your wish to terminate the engagement with WOOSH and discontinue the Service.

You agree and acknowledge that upon termination or expiration of these Terms and Conditions the following shall apply: (i) no refund will be provided by WOOSH; and (ii) any terms under these Terms of Service which by their nature survives termination, shall continue to apply.

MISCELLANEOUS

12. Choice of Law; Dispute Resolution.

These Terms of Service are governed by, and must be construed and enforced in accordance with, the laws of the state in which the Services are provided, excluding principles of conflicts of laws. For every dispute regarding these Terms of Service: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of such state and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in such state; and (iv) the parties must submit the dispute to mandatory mediation held in such state. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

13. Waivers

No waiver of any breach of any provision of these Terms of Service is a waiver of any other breach or of any other provision of these Terms of Service. The terms of these Terms of Service may be waived or amended only in writing and only by the party that is entitled to the benefits of the term being waived or amended.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to WOOSH and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to WOOSH and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as WOOSH may decide in its sole discretion, the photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

14. Final Agreement

Your use of any of the Services will act as Your agreement to these terms. These Terms of Service contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. These Terms of Service supersedes all other prior agreements, written or oral, relating to such subject matter.

15. Modification by WOOSH

At any time and from time to time, and without you consent, WOOSH may unilaterally amend, modify, or change these Terms of Service, in its sole discretion and without any notice or cause. By continuing to use any Services after any amendment, modification, or change, you agree to be bound by all such amendments, modifications, and changes. Whenever a change is made to these Terms of Service, WOOSH will post a notification on the Website.

16. Certification

I certify that I have read and agreed to all of the terms and conditions set forth in these Terms of Service.