

# ECOWATER TERMS OF SERVICE

**Last Updated: Tuesday, 23 July 2019**

Welcome to our Terms of service. These terms are important and affect your legal rights, so please read them and other terms referenced in this document carefully.

## **1. Introduction.**

Thanks for choosing Ecowater (“Ecowater,” “we,” “us,” “our”). By subscribing or otherwise using the Ecowater service, website, software application, or mobile application (together, the “Ecowater Service” or “Service”), you are entering into a binding contract with Ecowater.

Your agreement with us includes these Terms of Service (“Terms”) and our Privacy Policy. (The Terms, Privacy Policy, and any additional terms that you agree to, as discussed in the Entire Agreement section, are referred to together as the “Agreements”.) You acknowledge that you have read and understood the Agreements and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, then you may not use the Ecowater Service.

In order to use the Ecowater Service, you need to:

- (1) be 18 or older, or be 13 or older and have your parent or guardian’s consent to the Agreements, and
- (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.

You also promise that any registration information that you submit to Ecowater is true, accurate, and complete, and you agree to keep it that way at all times.

## **2. Changes to the Agreements.**

Occasionally we may, in our discretion, make changes to the Agreements. When we make material changes to the Agreements, we’ll provide you with prominent notice as appropriate under the circumstances, such as by displaying a notice within the Service or by sending you an email or SMS. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. So please make sure you read any such notice carefully. If you do not want to agree to the changes to the Agreement, you should discontinue your use of the Service.

## **3. Service Limitations and modifications.**

Ecowater will make reasonable efforts to keep the Ecowater Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions.

To the extent permissible under applicable law, Ecowater reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Ecowater Service, with or without notice, all without liability to you, except where

prohibited by law, for any interruption, modification, or discontinuation of the Ecowater Service or any function or feature thereof.

Notwithstanding the foregoing, if you have paid fees in a prepaid scheme that Ecowater permanently discontinues prior to the exhaustion of your balance, Ecowater will refund you the paid fees on a prorated basis after such discontinuation.

#### **4. Payment for the services**

Ecowater subscribers may choose to prepay any amount of money by recharging their prepaid water cards. The pre-paid amount of money will be automatically converted into the equivalent litres of water and cannot be returned or converted back into cash except in a situation where Ecowater permanently discontinues to provide the service at the point of customer's registration.

The equivalent amount of water with respect to the prepaid amount shall be determined by the current selling price of a station that a customer is interacting with.

#### **5. Our duties**

Ecowater is responsible for filtration, purification and vending of clean, safe and affordable drinking in a standard that is accepted by the local food and drugs authorities or any other regulators.

Ecowater will also provide a bottle sterilization service to customers when they choose to do so. Sterilization will be done by ozone and this will only disinfect the bottle. Other means for bottle washing services maybe implemented from time to time. Ecowater has the right to charge or not to charge additional cost with regards to washing or sterilization service.

Ecowater is responsible to ensure accurate billing system whether with cash or cashless.

Ecowater is responsible to ensure accurate measuring system and the measurements should be those which have been certified by the local weight and measure authority.

#### **6. Customer's liability**

The liability shifts from Ecowater to the customer at the moment when the customer takes water from our machines and leave the premises of our stations. Ecowater will not be responsible for any contamination outside the filling compartment.

Ecowater customers are meant to be the last consumers and they are not allowed to re-sale water processed by Ecowater or any other services provided by Ecowater unless if they have been permitted to do so by Ecowater.

Customers are liable for the hygiene of their bottles. Additional cleaning or sterilization services provided by Ecowater will not transfer this liability to Ecowater.

#### **7. The use of Ecowater Cards**

The card must be signed by the Card holder immediately on receipt and may only be used: -

- i) By that Card holder;
- ii) Subject to the Terms of Agreement current at the time of use;
- iii) For any lawful purpose, including the purchase of Ecowater Services and not those prohibited by the laws of the United Republic of Tanzania.

Each subscriber can only have one Ecowater card. The use of Ecowater card by a non-holder is prohibited and subscribers may authorize non-holders to use their cards at their own risk.

#### **8. Term and Termination**

The Agreements will continue to apply to you until terminated by either you or Ecowater. However, you acknowledge and agree that the perpetual licence granted by you in relation to Feedback is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason.

Ecowater may terminate the Agreements or suspend your access to the Ecowater Service at any time, including in the event of your actual or suspected unauthorized use of the Ecowater Service or non-compliance with the Agreements.

If you or Ecowater terminate the Agreements, or if Ecowater suspends your access to the Ecowater Service, you agree that Ecowater shall have no liability or responsibility to you and Ecowater will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. This section will be enforced to the extent permissible by applicable law. You may terminate the Agreements at any time.

#### **9. Warranty and disclaimer**

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE ECOWATER SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE ECOWATER SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ECOWATER MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY APPLICATIONS (OR THE CONTENT THEREOF). NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM ECOWATER SHALL CREATE ANY WARRANTY ON BEHALF OF ECOWATER IN THIS REGARD.

#### **10. Entire Agreement**

Other than as stated in this section or as explicitly agreed upon in writing between you and Ecowater, the Agreements constitute all the terms and conditions agreed upon between you and Ecowater and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

These Terms create no third-party beneficiary rights.

#### **11. Severability and Waiver**

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Ecowater to enforce the Agreements or any provision thereof shall not waive Ecowater's right to do so.

Ecowater may assign the Agreements or any part of them, and Ecowater may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

#### **12. Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify and hold Ecowater harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of:

- (1) your breach of this Agreement;
- (2) any activity in which you engage on or through the Ecowater Service; and
- (3) your violation of any law or the rights of a third party

#### **13. Resolving Disputes**

Before filing a claim against Ecowater, you agree to try to resolve the dispute informally by contacting us. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or Ecowater may bring a formal proceeding.

Judicial forum for disputes. You and Ecowater agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the Court of the United Republic of Tanzania subject to the mandatory arbitration provisions below. Both you and Ecowater consent to venue and personal jurisdiction in such courts.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

#### **14. Controlling Laws.**

These Terms will be governed by laws of the United Republic of Tanzania, unless otherwise required by a mandatory law of any other jurisdiction.