

Last Updated: 20th April 2023

#### Summary:

H2Zero Ltd. Water Monitoring System that is designed to help users reach their water monitoring goals. This product was developed to help people or businesses manage their water tanks as part of overall home/business maintenance and overcome challenges with monitoring water levels. Our onboarding process will allow you to implement this solution with ease. We work closely with our clients throughout the process of installing hardware and software. We are here to provide a detailed timeline, updates on the status of the project, and to offer support and answer questions as needed.

In order to provide this service, H2Zero Ltd. will install our water monitoring hardware into the bottom or your tank. This will send information to another device located in a dry location near to the tank and will send updates to a device located inside your home / office which is plugged into a wall power socket and connected to your WIFI. The device uses minimal bandwidth which we do not expect to interfere with your WIFI speed.

#### **Terms and Conditions:**

## <u>General</u>

- 1. No conditions are made or implied nor is any warranty given or to be implied as to the life or wear of the goods supplied beyond the manufacturers' warranty nor that they will be suitable for use under any specific conditions, notwithstanding that such purpose or condition is known to H2Zero Ltd.
- 2. Service Description: H2Zero Ltd. will provide our subscribers with access to our tank monitoring system in order to monitor the water level through our mobile app, for an agreed upon period.
- 3. By agreeing to and paying for the subscription, the client is entering into a contract for the duration of the subscription period, and is obligated to fulfil all the terms and conditions of the subscription during that time.
- 4. H2Zero Ltd. offers one-year, two-year, and three-year subscription contracts for our services. By subscribing to our services, you agree to pay the subscription fees associated with the contract term you have chosen. You also agree to comply with any other terms and conditions associated with your subscription, including any applicable cancellation policies.
- 5. The water monitoring system will remain the property of H2Zero Ltd., if payments are not received, H2Zero Ltd. reserves the right to remove the hardware from your property and discontinue your access to the application until the balance is received.
- 6. In the event the hardware is faulty, H2Zero Ltd. will replace it at no cost to you, however, in the event the monitoring device is lost or damaged as a result of the Subscriber, the Subscriber will be responsible for paying a replacement fee of no less than \$200 to H2Zero Ltd. Additional re-installation charges may also be incurred by the subscriber to be paid to H2Zero Ltd. billed at our hourly rate of \$100.

## **Installation and Maintenance**

- 1. Installation costs provided on the quote are an estimate and not a firm price and will therefore be billed separately on completion.
- 2. Installation requires payment in full of the first contract year.
- 3. Only H2Zero Ltd. is certified to install and maintain our hardware, if you use a third party to conduct installation or maintenance to our hardware and damage is caused, you will be charged for the necessary repairs or replacement.
- 4. H2Zero Ltd. is not responsible for the painting of masonry after installation.
- 5. H2Zero Ltd. will remove debris from the job site when installation is completed.
- 6. It is the customers responsibility to remove and protect all valuables (i.e. electronics) from the immediate area where installation is to take place.
- 7. All installation labour quoted is based on all work being carried out during normal working hours (9am-5pm) Monday to Friday. Should a request be made for installation of maintenance outside of these hours then an overtime rate may apply.

8. Whilst every attempt is made to ensure our quoted price for installation covers all aspects of the works to be carried out, in some cases, unforeseen conditions may arise in the process of installation which may cause the price to be altered.

### Cancellation, Changes and Return of Funds

- 1. If you move home during the term of your contract, H2Zero Ltd. will move your unit for you to your home once within your contract term at no charge to you, however, an additional installation fee will be incurred for any additional relocations.
- 2. If you move office during the term of your contract, an additional charge may be incurred at the discretion of H2Zero Ltd..
- 3. If you decide to cancel your service during the term of your agreement, there will be a charge/ sur-charge converting you to a monthly rate of \$39 per month. For example, if you subscribe to the 3 year plan and cancel 12 months into your subscription, you will be charged an additional \$120.
- 4. In the event you wish to cancel your subscription due to the device being faulty, you paid for the wrong subscription, or you have overpaid, please submit a detailed request to <a href="info@h2zero.bm">info@h2zero.bm</a> for a refund. If the request is approved, the funds will be returned to the original payment method used to purchase the subscription within 45 days of the request being received. Any processing fees or charges incurred in connection with the refund will be the responsibility of the client and will be deducted from the refund amount. Please note that no refunds will be provided for any part of the subscription that has already been used or accessed by the client.

## **Disclaimer for Water Testing**

- 1. H2Zero Ltd. provides water testing services 'as is' through the use of a third party lab and makes no warranties or representations regarding the accuracy, completeness, timeliness, or reliability of the results.
- 2. H2Zero Ltd., its agents, employees, officers, or directors will not be liable for any direct or indirect damages arising out of or related to the testing of water samples.
- 3. By using our services, you agree to indemnify and hold harmless H2Zero Ltd., its agents, employees, officers, and directors from any claims or damages arising from the testing of water samples.

# **Disclaimer for Tank and Roof Cleaning Painting & Repair Services:**

Our company outsources tank cleaning & repair services to a third-party vendor. We make no warranty for the services provided by our vendors and assume no liability for any damages or risks associated with their use. By using outsourced tank cleaning services, you acknowledge and accept the risks and agree to indemnify and hold us harmless from any claims or liabilities.

Please note that quotes for tank and roof cleaning and repair services may be subject to change based on the condition and complexity of the tank. Due to the inherent difficulty of quoting on a tank, our initial quote may not accurately reflect the final cost of the services.

Factors such as the age and condition of the tank or roof, the presence of any contaminants or debris, and the extent of any damage or repairs needed may impact the final cost of the services. In some cases, unforeseen issues may arise during the cleaning or repair process that could result in additional charges.

We will make every effort to provide an accurate quote based on the information available to us at the time of the request. However, please be aware that the final cost may vary from the initial quote.

If any significant changes to the quote are necessary, we will inform you as soon as possible and provide an updated estimate for your review and approval. We appreciate your understanding and flexibility in this matter