

Aqua Smart, Inc.'s Terms of Use Regarding Customer-initiated ACH debits and credit card payments.
Please review these Terms of Use

As used herein, "we," "us," and "our" mean or refer to Aqua Smart, Inc., and "you" and "yours" mean or refer to you, as our customer, as well as your authorized users.

By accepting these Terms of Use and using this website to initiate or to authorize us to initiate ACH debits from your bank account or a charge to your credit card to pay us (hereinafter, "Online Customer Payments"), you agree to comply with and be bound by the following Terms of Use and agree to cause your authorized users to so comply. Please review these Terms of Use carefully and in their entirety. You should visit this webpage periodically to determine the current Terms of Use to which you are bound. If at any time you do not agree with these Terms of Use, neither you nor your authorized users are granted permission to use this website to participate in our online services affording Online Customer Payments (the "Online Payment Service") or to initiate or authorize Online Customer Payments.

You acknowledge that there cannot be a guarantee that communications or transactions conducted online will be without error, timely or absolutely secure, and that there may be system or other failures that may limit your ability to use the online services as intended or at all. You agree to hold us and our affiliates, including Colonial Group, Inc. and its direct or indirect subsidiaries (individually, an "Affiliate" and collectively, the "Affiliates"), harmless and to assume all risk and liability arising from your use of this website to make or attempt to make Online Customer Payments. We reserve the right, at any time and at our sole discretion, to (1) accept, deny and/or revoke your request, right or ability to participate in or use the Online Payment Service and (2) charge, modify or waive any fees required to use services, functionality or other content available through the Online Payment Service.

You represent and warrant that you have the right to use any bank account, payment card or other means of payment that you provide to us. In order to use the Online Payment Service, you are required to complete the enrollment process by providing us with certain information, including but not limited to your bank account information and/or payment card information. As part of this process you represent and warrant that all information provided to us is current, accurate and complete. Providing any untruthful, incomplete or inaccurate information is a breach of these Terms of Use. By providing bank account and payment card information to us, you authorize us to store and use such payment information for purchases made through your account. You agree to notify us of any changes in your registration, banking, payment card, billing or other data. By enrolling to use the Online Payment Service, you authorize us to follow any payment or other instructions we receive through our Online Payment Service and/or related online systems with respect to your account, payment requests, authorizations or instructions, and/or other information. Any agreement between you and the issuer of your credit card, debit card or other form of payment will continue to govern your use of such payment method. You authorize us to use and disclose your payment information as necessary to complete the Online Customer Payments. You agree to reimburse us for any chargebacks, including any associated fees and expenses, upon presentment by us. By enrolling to use the Online Payment Service, you explicitly acknowledge and agree that you may receive your documents, information and communications electronically and not in writing. You further acknowledge that you are able to receive and access this information in electronic form and that in

the event that you are unable for any reason to receive and access information electronically, you will so inform us immediately.

You are solely responsible for maintaining the confidentiality and security of your username, password, ID or other secure codes or login information, and you agree that we and our Affiliates have no obligations in that regard. You are entirely responsible for any and all activities that occur under your account, including unauthorized payments. You agree to notify us immediately upon your discovery of any unauthorized use of your account and any other breach of security. We will not be responsible for any loss you or anyone else may incur as a result of loss, theft, misuse or other unauthorized use of your username, password, ID, personal data, or your banking, credit card, or financial information or your account with us, either with or without your permission.

When as part of the required enrollment process for use of the Online Payment Service you click on the "I Agree," "I Accept" or similar button, you indicate your understanding of and agreement with these Terms of Use. Further, by clicking such button you acknowledge that a binding agreement has been created between you and us with respect to these Terms of Use, including any documents incorporated by reference therein, if any. We reserve the right to modify the Online Payment Service and/or these Terms of Use at any time, and your use of such service thereafter will constitute your agreement to the same, as modified.

WARRANTY DISCLAIMER: THE ONLINE PAYMENT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WE EXPRESSLY DISCLAIM WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY OF THE SAME OR ITS OPERATION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AS WELL AS ANY WARRANTY OF QUALITY, FUNCTIONALITY, ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR OPERABILITY. YOU AGREE THAT YOUR USE OF THE ONLINE PAYMENT SERVICE IS ENTIRELY AT YOUR OWN RISK AND RESPONSIBILITY. THE INFORMATION AND SERVICE ON THIS WEBSITE MAY CONTAIN BUGS, INACCURACIES, ERRORS, PROBLEMS OR OTHER LIMITATIONS, AND WE DO NOT WARRANT THAT THIS WEBSITE, ITS SERVERS OR ANY RELATED COMMUNICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR AFFILIATES HAS ANY LIABILITY WHATSOEVER TO YOU OR TO ANY OTHER PERSON FOR YOUR USE OF THE ONLINE PAYMENT SERVICE OR THIS WEBSITE OR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION OR THE LIKE) THAT MAY RESULT FROM USE OF, ACCESS TO, OR INABILITY TO USE THE ONLINE PAYMENT SERVICE OR THIS WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE ONLINE PAYMENT SERVICE OR THIS WEBSITE IS TO STOP USING THIS WEBSITE AND/OR THE ONLINE PAYMENT SERVICE. We disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of the Online Payment Service or other information or material included on this website. We are not responsible for technical, hardware or software failure of any kind in relation to use of the Online Payment Service or this website. Content on this website may include inaccuracies or errors, and we are not responsible for any reliance you may place on that content. Any claim or cause of action brought by

you against us or any of our Affiliates must be instituted within one year after the claim or cause of action arises or be released and deemed forever waived and barred.

Modification and Termination: You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Online Payment Service or this website. We in our discretion may from time to time modify or terminate the Online Payment Service or this website without notice unless and to the extent prohibited by applicable law, rule or regulation. We also reserve the right to change, restrict, suspend or terminate your use of or access to the Online Payment Service or any portion of the Online Payment Service or this website, in the event that you violate these Terms of Use, or for any reason whatever.

Indemnification: To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless us, our Affiliates, and all of our and their respective directors, officers, employees, representatives, shareholders, agents, predecessors, successors, and assigns (the "Indemnitees") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses actually incurred) relating to or arising from your or your authorized user's use of the Online Payment Service, this website and/or any breach by you or your authorized users of these Terms of Use, excluding only those matters, and to the extent, proximately caused by our sole gross negligence or willful misconduct.

Governing Law and Jurisdiction: These Terms of Use are governed by and construed in accordance with the laws of the State of Georgia, exclusive of its choice of law rules. By accessing, viewing or using the material or services on this website you consent to the exclusive jurisdiction of the federal and state courts sitting in the County of Chatham in the State of Georgia, agree to accept service of process by mail or email, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Entire Agreement: These Terms of Use constitute the entire agreement between you and us regarding the Online Payment Service and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Online Payment Service. You agree that the consideration for this agreement is sufficient in all respects and that you have received the same or the benefit thereof.

Severability: In the event that any of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the remaining Terms of Use remain in full force and effect.

Assignment: These Terms of Use are personal to you and you cannot assign or delegate this agreement or any rights or duties herein to any other party without our written consent in our discretion. We expressly reserve the right to assign or delegate this agreement. Our Affiliates and the Indemnitees are third party beneficiaries of this agreement.

No Waiver: We shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by our duly authorized representative. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.