

MyWaterWell Terms of Use

Last Modified: [02/27/2018]

I. Acceptance of the Terms of Use

Welcome to MyWaterWell, a graphically based data management system for the groundwater industry. We truly appreciate your support and look forward to your engagement on MyWaterWell!

These terms of use are entered into by and between You and MYWELL INCORPORATED ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of MyWaterWell, including any content, functionality, and services offered on or through MyWaterWell (the "**App**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the App. By using the App or by clicking to accept or agree to the Terms of Use when this option is made available to you, you and each person you allow to access the App through your account accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the App.

Users of this App may open an account (such account shall be known as a "**User Account**") and such users shall be known as "**Account Users**"), or they may view content made available to the general public. (Account Users and unregistered users are collectively "**Users**"). This App is offered and available to users who are 18 years of age or older, who reside in the United States or any of its territories or possessions, and Account Users who meet the eligibility requirements set out herein for Entrepreneur or Investor User Accounts. By using this App or by creating a User Account, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the respective eligibility requirements. If you do not meet all of these requirements, you must not access or use the App or create a User Account.

II. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the App thereafter.

Your continued use of the App, whether or not through a User Account, following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this App so you are aware of any changes, as they are binding on you.

III. Description of App and User Accounts

In order to use the App, you are required to register your User information with the Company. The Company does not provide Internet access, and you are responsible for all fees associated with your Internet connection.

The Company shall have no obligation to participate or assist in any way in the event of any dispute between Users.

Notwithstanding the above or anything to the contrary set forth in the Terms of Use, the Company shall have the absolute and unlimited rights to reject any User, to terminate the User Account of any User, to delete any User Content, or to publish any User Content, including for the purposes of marketing the Company or the App.

IV. Accessing the App and Account Security

We reserve the right to withdraw or amend this App, and any service or material we provide on the App, in our sole discretion without notice. While it is our goal to provide a useful, stable, and available App, we cannot guarantee that there will be no unforeseen difficulties, technical or otherwise, which may, in rare cases, result in service interruptions or loss of data. For this reason, the App and all content and services on it are provided strictly on an “as is” basis. By accepting these Terms of Use, you agree that neither the Company, nor any of its third-party service providers, will be held accountable for any delays in transmission of your data, data loss, service interruptions or retention of user settings. We will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the App, or the entire App, to users, including Account Users.

You are responsible for:

- Making all arrangements necessary for you to have access to the App.

- Ensuring that all persons who access the App through your User Account or through your Internet connection are aware of these Terms of Use and comply with them.

To access the App or some of the resources it offers, including registering for a User Account, you may be asked to provide certain registration details or other information. It is a condition of your use of the App that all the information you provide to create a User Account on the App is correct, current and complete. You agree that all information you provide to register with this App or otherwise, including but not limited to through the use of any interactive features on the App, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your User Account is personal to you and agree not to provide any other person with access to this App or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your User Account at the end of each session. You should use particular caution when accessing your User Account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any User Account, including user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

V. Intellectual Property Rights

The App, its “look and feel,” and its entire contents, features and functionality (including but not limited to all information, software, text, displays, graphics, button icons, images, video and audio, and the design, selection and arrangement thereof, except User Content) are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the App for your own personal use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

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Company. Any use of the App not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws. You are also advised that the Company considers its intellectual property to be among its most valuable assets and will aggressively enforce its intellectual property rights to the fullest extent of the law.

VI. License to Use

Subject to these Terms of Use, which constitute the agreement between the Company and you, the Company grants you a non-exclusive, revocable, non-transferable license to use the App. All right, title, and interest in and to the App (excluding User Content) is, and will remain, the exclusive property of the Company and/or its licensors.

VII. Prohibited Uses

You may use the App only for lawful purposes and in accordance with these Terms of Use. In the access or use of the App, including through User Accounts, you shall comply with these Terms of Use and the special warnings or instructions for access or use posted on the App. You shall act always in accordance with the law, custom, and in good faith. You may not make any change or alteration to the App or any content or services that may appear on the App, and you may not impair in any way the integrity or operation of the App. Without limiting the generality of any other provision of these Terms of Use, if you default negligently or willfully in any of these obligations set forth in these Terms of Use, you shall be liable for all the losses and damages that this may cause to the Company, its affiliates, partners, or licensors. You agree not to use the App:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards herein set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," or "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without

limitation, by using e-mail addresses or screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm the Company or users of the App or expose them to liability.
- Post, transmit, or otherwise make available through or in connection with your use of the App any personally identifiable information of another individual, without the prior consent of such individual.
- Post, transmit, or otherwise make available through or in connection with your use of the App any material, non-public information about a company, without prior authorization to do so.

Additionally, you agree not to:

- Use the App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the App, including their ability to engage in real time activities through the App.
- Use any robot, spider or other automatic device, process or means to access the App for any purpose, including monitoring or copying any of the material on the App.
- Use any manual process to monitor or copy any of the material on the App or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the App.
- Introduce any viruses, trojan horses, worms, logic bombs, spyware, or other computer code, file, or program that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the App, the server on which the App is stored, or any server, computer or database connected to the App.
- Attack the App via a denial-of-service attack or a distributed denial-of-service attack.
- Interfere with or disrupt the operation of the App or the servers or networks used to make the App available; or violate any requirements, procedures, policies or regulations of such networks.

- Restrict or inhibit any other person from using the App (including without limitation by hacking or defacing any portion of the App).
- Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the App.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the App.
- Remove any copyright, trademark or other proprietary rights notice from the App or materials originating from the Company.
- Frame or mirror any part of the App.
- Create a database by downloading and storing App content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” App content or in any way reproduce or circumvent the navigational structure or presentation of the App without the Company’s express prior written consent.
- Otherwise attempt to interfere with the proper working of the App.

VIII. Reliance on Information Posted

The information presented on or through the App is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the App, or by anyone who may be informed of any of its contents.

This App includes content provided by third parties, including materials provided by other Users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

IX. Changes to the App

We may update the content on this App from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the App may be out of date at any given time, and we are under no obligation to update such material.

X. Information about You and Your Visits to the App

All information we collect on this App is subject to our Privacy Policy. By using the App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

XI. Links from the App

If the App contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

XII. Geographic Restrictions

The owner of the App is based in the state of Texas in the United States. We provide this App for use only by persons located in the United States. We make no claims that the App or any of its content is accessible or appropriate outside of the United States. Access to the App may not be legal by certain persons or in certain countries. If you access the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

XIII. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or media players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to your or to any other person's computer, mobile phone or other hardware or software, related to or resulting from using or downloading materials in connection with the web and/or in connection with the services, including any mobile software. Under no circumstances will the Company be

responsible for any loss or damage, including any loss or damage to any content or personal injury or death, resulting from anyone's use of the services, any content or third party applications, software or content posted on or through the services or transmitted to users or any interactions between users of the services, whether online or offline.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY APP LINKED TO IT.

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THE COMPANY DOES NOT AGREE TO ANY OBLIGATIONS OF CONFIDENTIALITY, NONDISCLOSURE, OR NONUSE, EXCEPT AS EXPLICITLY PROVIDED IN OUR PRIVACY POLICY.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XIV. Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, ANY APPS LINKED TO IT, ANY CONTENT ON THE APP OR SUCH OTHER APPS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR SUCH OTHER APPS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PERSON BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID THE COMPANY IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

XV. Disputes with Others

We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the App. If you have a dispute with other users, you release the Company and hereby agree to indemnify the Company from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of, or in any way connected with, such a dispute.

XVI. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the App, including, but not limited to, your User Content, any use of the App's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the App.

XVII. Governing Law and Jurisdiction

You agree that (i) the App shall be deemed solely based in San Antonio, Texas; and (ii) the App shall be deemed a passive mobile application that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than Texas.

All matters relating to the App and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the App shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the City of San Antonio and County of Bexar, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other

relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

XVIII. Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

XIX. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

XX. Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

XXI. Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company with respect to the App and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the App.

XXII. Your Comments and Concerns

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All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy herein in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the App should be directed to: Support@MyWaterWell.com.