



Terms & Conditions

Unlimited Drinking Service Agreement

This UNLIMITED DRINKING SERVICE AGREEMENT ("Agreement") is hereby made and entered into by and between WATERDOCTOR, Inc. a Corporation organized under the state of New Jersey ("WATERDOCTOR") and "CUSTOMER", as defined in their pricing plan. WATERDOCTOR and CUSTOMER shall collectively be known herein as "the Parties". This Agreement is dated as of the earliest date upon which either party has signed this Agreement.

Unlimited Drinking Water

WATERDOCTOR warrants that the services and materials provided hereunder shall be free from defects during the length of this Agreement. WATERDOCTOR will replace and/or correct any workmanship or materials that are reported to WATERDOCTOR as defective, as may be verified by WATERDOCTOR. For service issues please email us at support@waterdoctorusa.com or call 201-945-4550. The following service and materials are included in WATERDOCTOR's Unlimited Drinking Service under this Agreement: Installation of water purification unit, scheduled filter changes and maintenance, and relocation service.

1. CUSTOMER warrants that he/she either owns the residence at which the installation or service work is being performed or, if a tenant, he/she has obtained permission from the landlord to allow WATERDOCTOR, and its subcontractors, to make whatever alterations considered to be appropriate for the work to be performed, which may include drilling holes in sinks, waterlines, and drains. CUSTOMER agrees to hold WATERDOCTOR, and its subcontractors, harmless; and indemnify and defend WATERDOCTOR, and/or its subcontractors, against any damage, loss or expense of any nature whatsoever caused or claimed to be caused by the installation or equipment, service work performed hereunder, or as a result of CUSTOMER's failure to obtain proper consent of the owner of the premises.
2. CUSTOMER agrees that WATERDOCTOR assumes no responsibility for service interruptions due to circumstances beyond its reasonable control, such as, but not limited to, acts of God and power failures.
3. CUSTOMER agrees to hold WATERDOCTOR, and its subcontractors, harmless from any damages resulting from the installation of WATERDOCTOR equipment, beside damages resulting from manufacturing defects and installation errors.
4. CUSTOMER agrees to hold WATERDOCTOR, and its subcontractors, harmless from any damages resulting from the use of WATERDOCTOR equipment by CUSTOMER, members of CUSTOMER's household and guests of CUSTOMER, including, but not limited to, damages caused by acts of God beyond the control of WATERDOCTOR.
5. CUSTOMER agrees to make applicable monthly or yearly payments to WATERDOCTOR for the services provided as set forth below.
6. Term of Service Agreement. This Agreement shall be for the "Service Agreement Term" as defined in the CUSTOMER's pricing plan. In the event that CUSTOMER cancels this Agreement at any time, CUSTOMER shall immediately surrender the installed devices to WATERDOCTOR.
7. Monthly or Yearly Service Payments. CUSTOMER shall pay WATERDOCTOR the "Payment Amount" as defined in their pricing plan, plus applicable sales tax, for the duration of the Agreement.
8. Notice of Termination. If CUSTOMER wishes to cancel this Agreement, CUSTOMER must provide notice to WATERDOCTOR through email at support@waterdoctorusa.com or phone at 201-945-4550.
9. Automatic Renewal. If CUSTOMER does not cancel this Agreement thirty (30) days prior to the last date of the Service Agreement Term, this Agreement will automatically renew on a month-to-month basis.
10. Early Termination. For the CUSTOMER enrolled in a Yearly or 3-Year plan, if the CUSTOMER terminates this Agreement prior to the end of the Service Agreement Term, CUSTOMER shall pay the remaining balance as if the CUSTOMER was enrolled in a Monthly plan.
11. Automatic Payment Program. By default, CUSTOMER is opted into WATERDOCTOR's Automatic Payment Program. CUSTOMER is hereby authorizing WATERDOCTOR to automatically debit from CUSTOMER's bank account or charge to CUSTOMER's credit card the amount due at the time on a monthly or yearly basis. Further, CUSTOMER agrees to terminate receipt of a paper bill. The authorization applies to all future bills and automatic charges.

12. **Automatic Payment Program Authorization.** If CUSTOMER has authorized WATERDOCTOR to automatically debit the Payment Amount from CUSTOMER's checking account or credit card as part of WATERDOCTOR's Automatic Payment Program, WATERDOCTOR will automatically debit or charge the Payment Amount from the checking account or credit card listed for the amount due at the time on a monthly or yearly basis.
13. **Directions for Delivery of Lease Payments.** If CUSTOMER has opted out of WATERDOCTOR's Automatic Payment Program, CUSTOMER shall make all payments due to WATERDOCTOR under this Agreement to the address listed below:

Waterdoctor, Inc.
734 Grand Avenue, Unit E
Ridgefield, NJ 07657

WATERDOCTOR may hereafter alter these directions to CUSTOMER for delivery of monthly or yearly payments by serving CUSTOMER with written notice containing new payment instructions.

1. **Filter Service.** Under this Agreement, WATERDOCTOR provides filter services on a case-by-case basis. Once WATERDOCTOR contacts CUSTOMER, if CUSTOMER fails to arrange for filter services, CUSTOMER remains responsible for the Payment Amount under this Agreement.
2. **Interest Upon Late Payment.** CUSTOMER agrees that any monthly or yearly payment to WATERDOCTOR that is beyond 30 days is in default and subject to a finance charge of 18% Annual interest. In addition, in the event of nonpayment by CUSTOMER of payments for 3 consecutive months, CUSTOMER hereby authorizes WATERDOCTOR to charge the credit card on account. Should CUSTOMER's account be in default for more than 6 months, CUSTOMER's account will be closed and any remaining balance on your account will be referred to a collections agency.
3. **Restrictions Upon Use.** CUSTOMER agrees not to tamper or remove installed device. In the event said device is tampered with, or removed, CUSTOMER agrees to pay a fine of \$250.00 to be charged to CUSTOMER's account. In the event said device is lost, stolen, or unrecoverable, CUSTOMER agrees to pay a lost equipment fee of \$750.00 to \$1,500 if such event occurs within 1 year of service, \$550.00 to \$1,100 if such event occurs within 2 years of service or \$375.00 to \$750 if such event occurs after 2 years of service.
4. **Repairs.** CUSTOMER shall be liable for repairs resulting from its own acts or omissions. CUSTOMER shall not be held liable for any manufacturer defects or damages to equipment caused by the WATERDOCTOR. Repairs to equipment shall be made only by WATERDOCTOR. Repairs required as a result of acts or negligence by the CUSTOMER shall be charged and invoiced to CUSTOMER by WATERDOCTOR.
5. **Warranty.** CUSTOMER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If a warranty exists from the manufacturer of the installed device, WATERDOCTOR passes along its rights under any unexpired manufacturer's warranty to CUSTOMER.
6. **Loss and Damage.** CUSTOMER hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the installed device or any part thereof shall impair any obligation of CUSTOMER under this Agreement, which shall continue in full force and effect through the Service Agreement Term. CUSTOMER shall not be held liable for any damages to the installed device caused by the acts or negligence of WATERDOCTOR. In the event of loss or damage of any kind whatever to the installed device, CUSTOMER shall, at WATERDOCTOR's option: (i) Place the same in good repair, condition and working order; or (ii) Replace the same with like equipment in good repair, condition and working order; or (iii) Pay to WATERDOCTOR the replacement cost of the installed device. Should WATERDOCTOR choose options (i) or (ii), replacement shall be completed by WATERDOCTOR.
7. **Indemnity of Lessor Against Third-Party Claims.** CUSTOMER shall indemnify WATERDOCTOR against, and hold WATERDOCTOR harmless from, any and all actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of third-party claims against WATERDOCTOR that are in any way connected to CUSTOMER's use or possession of the installed device.
8. **Surrender.** Upon the expiration or early termination of this Agreement, CUSTOMER shall return the installed device to WATERDOCTOR in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the installed device at CUSTOMER's cost and expense to such place as WATERDOCTOR shall specify within a reasonable distance of the location same was delivered to CUSTOMER. Should CUSTOMER deliver the installed device in less than good repair, condition, and working order, CUSTOMER shall be liable to WATERDOCTOR for all expenses incurred in bringing the installed device into good repair, condition, and working order.

9. **Default.** CUSTOMER hereby authorizes WATERDOCTOR to report any payment defaults to credit reporting agencies. Under the fair Credit Reporting Act, CUSTOMER has the right to notify WATERDOCTOR if he/she believes WATERDOCTOR has reported inaccurate information about CUSTOMER's account to any credit reporting agency. Please include the specific item of dispute and why CUSTOMER believes the information reported is in error in any such notice. Such notice should be sent in writing and include CUSTOMER's name, current address, Social Security Number, telephone number, account number and type of account. CUSTOMER must send such notice to:

WaterDoctor, Inc.
734 Grand Ave. Unit E
Ridgefield, NJ 07657

10. **Attorneys Fees and Expenses.** CUSTOMER shall be responsible to WATERDOCTOR for all out-of-pocket expenses, including attorney's fees, incurred by WATERDOCTOR in enforcing any of its rights under this Agreement.
11. **Notices.** Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.
12. **Integration.** This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.
13. **Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
14. **Modification.** Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed Agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of this Agreement contained herein.
15. **Acknowledgements.** Each Party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.
16. **Exclusive Jurisdiction for Suit.** The Parties, by entering into this Agreement, submit to personal jurisdiction in New Jersey for adjudication of any disputes and/or claims between the Parties under this Agreement. Furthermore, the Parties hereby agree that the courts of New Jersey shall have exclusive jurisdiction over any disputes between the Parties relative to this Agreement, whether said dispute sounds in contract, tort, or other areas of the law.
17. **State Law.** This Agreement shall be construed and enforced under the laws of the State of New Jersey.