

TERMS OF USE

Welcome to Smart vitamins, an app based service for tracking your supplement consumption and dosage (the “**Service**” or the “**App**”). The Service is owned and operated by WaterIO Ltd. (“**we**”, “**our**”, “**us**”, the “**Company**”).

In short...

The following key points of the Terms of Use are only brought for your convenience. They do not substitute the full Terms.

- **Use of The Service.** You may only use the Service for your private, personal and non-commercial purposes, and in accordance with these Terms.
- **Privacy.** We respect your privacy. For more information about our privacy practices, please see our Privacy Policy
- **Intellectual Property.** All legal rights in the Service, including all intellectual property rights, are owned by the Company and its licensors. Other trademarks shown on the Service are property of their respective owners.
- **Disclaimers. The App is provided for informational purposes only. It is not and should not be regarded as a substitute for pharmaceutical, medical, or other professional advice, guidance, counseling or treatment.** We do not guarantee that the Service will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors, omissions or malfunctions. The Service is provided for use ‘as is’. We disclaim all warranties and representations with respect to the Service.
- **Limitation of liability.** To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf – will not be liable for any damage or loss, arising from the use or inability to use the Service, except for damages up to two dollars.
- **Indemnity.** You agree to indemnify us in case of a third party claim in connection with your breach of these Terms.
- **Governing Law & Dispute Resolution.** USE OF THE SERVICE IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. MOST DISPUTES BETWEEN US WILL BE DECIDED IN ARBITRATION. YOU CAN OPT OUT OF ARBITRATION UNDER THE TERMS OUTLINED BELOW, IN WHICH CASE DISPUTES WILL BE DECIDED IN COURT.

... and in detail

Please carefully read the following Terms of Use (the "**Terms**"). By using, accessing or registering to the Service, you agree to be bound by the Terms. If you do not agree to the Terms, you may not use the Service.

ABOUT THE SERVICE

The Service operates through our smartphone App (the "App"), which tele-connects to the smart caps (the "Cap") of your supplements bottle. The App can also work without the smart cap.

Supplements. The Cap, operating together with the App, enables you to monitor the supplements you consumed. It will automatically identify when you open and close the Cap, estimate the pills remaining in the supplement bottle and will help to monitor your adherence to your supplement regimen. The App also links to Amazon to allow you to re-order some types of supplements.

Hydration. The App also lets you enter your hydration levels, to help track hydration.

THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT AND SHOULD NOT BE REGARDED AS A SUBSTITUTE FOR PHARMACEUTICAL, MEDICAL OR OTHER PROFESSIONAL ADVICE, GUIDANCE, COUNSELING OR TREATMENT. ALWAYS SEEK THE ADVICE OF A QUALIFIED HEALTH CARE PROFESSIONAL FOR HEALTH AND MEDICATIONS RELATED ISSUES. IN CASE OF A MEDICAL EMERGENCY, CALL YOUR EMERGENCY DISPATCH CENTER IMMEDIATELY.

MINORS

You may only use the Service if you are an individual over the age of 18.

We may terminate your use of the Service if we find that you are younger than the minimum age specified above. We may at any time request additional information to confirm your age.

USE OF THE SERVICE AND RESTRICTIONS

Subject to these Terms, you may use the Service, only for your private and personal purposes.

While using the Service, you must refrain from:

- Breaching the Terms or any other applicable rules and instructions that we may convey with respect to the use of the Service;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law.
- Interfering with, burdening or disrupting the functionality of the Service;
- Breaching the security of the Service or identifying any security vulnerabilities in it;

- Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect and compile content from the Service;
- Displaying the service or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Service, independently from the manner on which they originally appear or are made available through the Service;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information of or about other users of the Service.

You may not access or use the App in order to develop or create a similar or competitive Service.

PRIVACY

We respect your privacy. Our Privacy Policy, which is incorporated into these Terms by reference, explains the privacy practices of the Service.

LINKS

The Service may contain links to content published on other websites or external sources, provided by third parties, such as Amazon and other retail outlets or vitamin brands. We do not operate or monitor these websites and content. You may find them, or the information and content posted therein not compatible with your requirements, or you may object to their content, or find such content to be annoying, improper, unlawful or immoral. By linking to a certain website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third-party websites or content, or their availability.

INTELLECTUAL PROPERTY

Except as set forth below, we and our licensors own all rights, title and interest in and to the Service, including patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith.

MOVEFREE and SCHIFF are registered trademarks of the Reckitt Benckiser Group plc (RB) or its affiliates, and are protected by trademark laws.

AMAZON is a registered trademark of Amazon.com, Inc. or its affiliates, and is protected by trademark laws. or its affiliates.

Other than as expressly permitted in the Terms, you may not copy, reverse engineer, modify or create derivative works of the Service, any part thereof or any of the content on or of the Service in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks and logos. You must refrain from any action or omission which may dilute or damage our goodwill.

CHANGES AND AVAILABILITY

Changes in the Service. From time to time, we may change the Service's structure, layout, design, scope, features, display, or the access thereto, without prior notice.

Availability. We will endeavor to have the Service operate properly. However, the availability, quality and functionality of the Service depend on various factors, including software, hardware and communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free. We do not guarantee that the Service will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors, omissions or malfunctions. If we receive notice of any failure or malfunction, or if we become aware of them by ourselves, we will attempt to regain the Service's availability as soon as practicable. However, such incidents will not be considered a breach of these Terms.

Changing these Terms. We may revise these Terms. In such case, we will notify you of the amended Terms. Your continued use of the Service after the effective date of the amended Terms constitutes your consent to the amended Terms. In case of legal requirement, we may also introduce immediate changes to these Terms. The latest version of the Terms will always be accessible through the Service. In any event, if you do not consent to the amended Terms, you must discontinue your use of the Service.

DISCLAIMER OF WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, ITS CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) THE SERVICE WILL OPERATE UNINTERRUPTEDLY, ERROR FREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) THE SERVICE WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF THE SERVICE AND THE CONTENT AVAILABLE THROUGH IT, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT PRESENTED ON THE SERVICE WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF THE USE OF THE SERVICE WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTENT, THE USE OF, OR THE INABILITY TO USE THE SERVICE OR ITS FEATURES, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON THE SERVICE, OR FROM ANY COMMUNICATION THROUGH THE SERVICE, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AND AGGREGATE LIABILITY FOR DAMAGES WILL BE CAPPED AT TWO (2) DOLLARS.

NOTHING HEREIN SHALL LIMIT OUR LIABILITY FOR (A) WILLFUL MISCONDUCT, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

INDEMNIFICATION

You will indemnify and hold us harmless, to the maximum extent permitted by law, from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any allegation or claim brought against us in connection with your use of the Service, your breach of these Terms or infringement of any third party's rights.

TERMINATION

We may, at any time, discontinue or terminate the operation of the Service, or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you. If we do so

on our own accord and not as a result of your violation of these Terms, we will notify you in advance before such termination.

APPLICATION MARKETPLACE

Your use of the App may be subject to additional third party terms and conditions that govern that application marketplace from which you downloaded the App, such as Google Play or Amazon App-store for Android. Such third parties are not responsible for providing maintenance and support services with respect to the App.

The following terms apply if you downloaded an App from Apple's App Store. You and we agree and acknowledge as follows:

These Terms are concluded between yourself and us, and not with Apple Inc. ("**Apple**"). Apple is not responsible for the App. In the event of a conflict between these Terms and the App Store Terms of Service then the App Store Terms of Service will prevail, solely with respect to the conflicting provisions.

The license granted to you for the App is limited to a non-transferrable license to use the App on any iOS Products that you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing.

In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the App or your possession and use of the App infringes that third party's IP Rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

You must comply with applicable third party terms of agreement when using the App (e.g. you must not be in violation of your wireless data Services agreement when you use the App).

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these

Terms against you as a third party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

GOVERNING LAW & JURISDICTION

Regardless of your place of residence or where you access or use the Service from, these Terms and your use of the Service will be governed by and construed solely in accordance with the laws of the State of New York, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of New York.

ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES BETWEEN YOU AND THE COMPANY REGARDING THESE TERMS OR THE USE OF THE SERVICE, WHICH ARE NOT AMICABLY RESOLVED, SHALL BE SETTLED THROUGH BINDING ARBITRATION (RATHER THAN IN COURT) BY TELEPHONE, ONLINE OR BASED SOLELY UPON WRITTEN SUBMISSIONS WITHOUT IN-PERSON APPEARANCE, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA), UNDER ITS CONSUMER ARBITRATION RULES (WHICH ARE AVAILABLE AT WWW.ADR.ORG).

JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

HOWEVER, YOU MAY LODGE CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIM QUALIFIES.

THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THESE TERMS.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

PAYMENT OF FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S CONSUMER ARBITRATION RULES. THESE FEES WILL BE SHARED AS FOLLOWS: ONE THIRD BY YOU AND TWO THIRDS BY US, UNLESS THE ARBITRATOR: (I) DETERMINES THAT THE CLAIMS ARE FRIVOLOUS, IN WHICH CASE THE CLAIMANT SHALL BEAR ALL SUCH FEES ARISING FROM THE FRIVOLOUS CLAIM; OR (II) DETERMINES THAT THE FEES SHOULD BE ALLOCATED DIFFERENTLY.

YOU AND THE COMPANY HEREBY ACKNOWLEDGE, AGREE AND COVENANT THAT ANY DISPUTES SHALL ONLY BE ADJUDICATED IN ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT IN CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDINGS.

YOU MAY OPT-OUT OF THE ABOVE ARBITRATION CLAUSE BY EMAILING US TO INFO@WATER-IO.COM, WITHIN 10 DAYS OF YOU ENTERING INTO THESE TERMS FOR THE FIRST TIME, AN OPT-OUT NOTICE THAT IDENTIFIES YOURSELF AND CLEARLY SETS OUT YOUR CHOICE TO OPT OUT OF DISPUTE RESOLUTION BY ARBITRATION. IN CASE OF SUCH OPT-OUT, ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES BETWEEN YOU AND US REGARDING THESE TERMS OR THE USE OF THE SERVICE, WHICH ARE NOT AMICABLY RESOLVED, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS IN NEW YORK COUNTY IN THE STATE OF NEW YORK, USA.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, EITHER PARTY MAY ASSERT: (A) AN IMPLER CLAIM AGAINST THE OTHER PARTY IN ANY COURT OF COMPETENT JURISDICTION ADJUDICATING A THIRD PARTY CLAIM THAT IS SUBJECT TO THE INDEMNITY CLAUSE IN THESE TERMS; (B) A CLAIM ALLEGING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS (INCLUDING COPYRIGHTS AND TRADE SECRETS), IN ANY COURT HAVING GENERAL OR SPECIFIC JURISDICTION OVER THE DEFENDANT.

GENERAL

Entire Agreement. These Terms constitute the entire agreement between you and us concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

Waivers. No waiver, concession, extension, representation, alteration, addition or derogation from the Terms will be effective unless: (a) consented to explicitly and executed in writing by our authorized representative; or (b) we amend the Terms in accordance with the 'Changing these Terms' paragraph under the 'Changes and Availability' section above. Failure on our part to demand performance of any provision in the Terms shall not constitute a waiver of any of our rights under the Terms.

Assignment. You may not assign or transfer your rights and obligations under the Terms without our prior written consent, which consent shall not be unreasonably withheld. Any attempted or actual assignment by you, without our prior consent, shall be null and void.

We may assign these Terms in their entirety, including all right, duties, liabilities and obligations therein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of our equity or assets, whereby virtue of such assignment, the assignee assumes in our stead, all right, duties, liabilities and obligations hereunder.

Interpretation. The section headings in the Terms are included for convenience only and shall take no part in the interpretation or construing of the Terms. Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

Severability. If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of the Terms shall continue to remain in full force and effect.

CONTACT US

Should you have any inquiries, complaints or suggestions, you may contact us at: info@water-io.com.

We will do our best to resolve your issue in a timely manner.

Effective date: 15/05/2020