# Dana Water Systems Website Terms of Use

These terms of use are an agreement between Dana Plumbing, Inc. dba Dana Water Systems ("Dana Water Systems") and users of its website ("you" or "user"). This agreement (the "Agreement") also governs your use of the services made available through its website (the "Website"). By using the Website, you acknowledge that you have reviewed and agree to all of the terms of this Agreement and agree to be bound by them in connection with your use of the Website. Your use of certain parts of the Website may also be subject to additional terms outlined elsewhere on the Website, including but not limited to our product Refund and Return policy. If you do not agree to these terms, you may not access or use the Website.

Dana Water Systems reserves the right to modify or supplement any or all of the terms of this Agreement from time to time without notice to you. Dana Water Systems reserves the right, in its sole discretion, to restrict, suspend or terminate access to all or any part of the Website or to change, suspend or discontinue all or any aspect of the Website, including the availability of any feature, database, information or content, at any time and without prior notice or liability.

You acknowledge that you are aware of and accept the terms and conditions of Dana Water Systems' privacy policy. You are not authorized to use this Website in any jurisdiction where the terms of this Agreement are not enforceable.

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to accurately describe and display the products, we do not warrant that the product descriptions or other information are accurate, complete, current or error-free.

#### **Submission of Content or Ideas**

Dana Water Systems requests that you never submit any idea or suggestion to Dana Water Systems that you consider confidential or proprietary. All ideas or suggestions submitted or disclosed will be deemed not confidential and will become the exclusive property of Dana Water Systems. You acknowledge and agree that Dana Water Systems may consider any idea or suggestion you submit and you irrevocably transfer and assign to Dana Water Systems all rights, known or unknown, in and to the ideas or suggestions and Dana Water Systems may use any idea or suggestion without restriction for any purpose without compensation to you.

# Registration

To use portions of the Website, you must register and provide personal data including contact information. You agree to provide true and accurate information in connection with your registration and to promptly notify Dana Water Systems of any changes in the registration information. This Website is not intended for use by persons under the age of 18. Use of information provided by you is subject to and governed by the terms of this Agreement and the Dana Water Systems privacy policy. You are fully liable for all use of the Website accessed through your registration information, including any use by a user not authorized by you who accesses the Website using your registration information and any purchases made through your registration information. You should promptly notify Dana Water Systems of any unauthorized use of your registration information or other breach of security.

# **Information From and Contacts with Third Parties**

Dana Water Systems may include or provide links on the Website to other websites on the Internet, include social media websites, which may include information, opinions or recommendations of various individuals, organizations or companies. In providing such links, Dana Water Systems does not represent to you that it has investigated the content of such information, opinions or recommendations, and does not warrant or guarantee the accuracy of such information or necessarily endorse any such opinions, recommendations, websites, individuals, organizations or companies. You acknowledge and agree that Dana Water Systems has no control over such sites and is not responsible for the availability of such external sites. You should contact the site administrator for other websites if you have any concerns regarding such links or the content located on such other websites

#### **Exchange of Information**

In connection with using the Website, you may provide or receive information by email. Although email is generally reliable, email can be transmitted improperly or wrongfully intercepted. Dana Water Systems does not warrant or guarantee that the transmission of email messages will be uninterrupted or transmitted without error.

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PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF DANA WATER SYSTEMS, ITS AFFILIATES, AGENTS AND LICENSORS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DANA WATER SYSTEMS OR ITS AFFILIATES, AGENTS OR LICENSORS EXCEED \$100. YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE WOULD NOT BE PROVIDED WITHOUT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS AGREEMENT AND THAT THE DISCLAIMERS AND LIMITATION AND REMEDIES ARE REASONABLE.

#### Indemnification

You agree to indemnify, defend, and hold Dana Water Systems harmless from and against any and all claims, losses, damages and expenses (including attorneys' fees) in any way relating to or arising or resulting from your use of the Website or breach of these terms and conditions, regardless of the form of action. You agree that any supplier of any portion of Dana Water Systems Content is entitled to enforce its rights against you as though that supplier is a party to these terms and conditions.

#### **General Terms**

This Agreement, all intellectual property issues, and your rights and obligations are governed by the laws of the United States of America and the State of Arizona governing contracts wholly entered into and wholly performed within Arizona and any action to enforce these terms and conditions or in any manner related to Dana Water Systems will be brought exclusively in the federal or state courts located in Phoenix, Arizona and you agree to submit to the jurisdiction of such courts. If you are accessing the Website from a physical location outside of the United States with laws or regulations governing personal data collection, use, and disclosure that are different from United States laws, you agree that by accessing the website, you are transferring your personal information to the United States and you consent to the application of the laws of the United States and the State of Arizona with respect to use of the Website and any dispute regarding the Website.

This Agreement constitutes the entire agreement between you and Dana Water Systems with respect to the Website, and supersedes all previous written or oral agreements with respect to such subject matter. If any inconsistency exists between the terms of this agreement and any additional terms and conditions posted on the Website, the terms will be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions will control. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provision hereof. Any provision determined to be invalid or unenforceable will be modified, to the extent possible, to be valid and enforceable so as to retain the intent of the parties.

Updated: March \_\_\_, 2015

# **Refund Policy**

All Sales are Final. Please inspect your order immediately upon receipt. If you believe you have received a defective product, you must contact Dana Water Systems within three (3) business days of receipt for return authorization.

# **Return Policy**

Dana Water Systems will replace any defective product provided that it is returned to Data Water Systems within fifteen (15) days of receipt with the required return authorization.

You are responsible for the shipping and handling of the returned item. Original and return shipping fees are non-refundable.

Please allow five business days from receipt for return processing and shipment of your replacement product. Replacement products will be shipped by the same method as originally ordered.

If the product is returned past the 15 day limit or does not fit the return guidelines, the product will be sent back to you and a standard shipping charge will be applied to your credit card.