



# TRUE SUBMETER

Water Submetering Solutions

## Terms and Conditions to Service

These Terms and Conditions to Service (“Terms and Conditions”) govern your access to and use of the submetering services (the “Services”) operated and provided by True Submeter, LLC (“True Submeter”). By accessing or using the Services, you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not access, or use the Services.

### 1. Acceptance of Terms

By accessing or using the Services, you represent that you have read, understood, and agree to be bound by these Terms and Conditions, whether you are a registered user of our Services or not.

### 2. Modification of Terms

True Submeter reserves the right to modify or revise these Terms and Conditions at any time, and such modifications or revisions will be effective immediately upon posting on the Services. Your continued use of the Services after any modifications or revisions to these Terms and Conditions shall constitute your acceptance of such modifications or revisions.

### 3. User Accounts

**a.** To access certain features of the Services, you may be required to create a user account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

**b.** You are responsible for maintaining the confidentiality of your user account credentials, including your username and password, and for all activities that occur under your account. You agree to immediately notify True Submeter of any unauthorized use of your account or any other breach of security. True Submeter will not be liable for any loss or damage arising from your failure to comply with this provision.

### 4. Use of the Service

**a.** You agree to use the Services only for lawful purposes and in accordance with these Terms and Conditions. You are solely responsible for your conduct while using the Services.

**b.** You further agree not to:

- i.** Violate any applicable laws or regulations;
- ii.** Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity;
- iii.** Interfere with or disrupt the operation of the Services or any servers or networks connected to the Services;
- iv.** Engage in any activity that could harm or damage True Submeter’s reputation or goodwill;
- v.** Use the Services in any manner that could disable, overburden, or impair the service or interfere with any other party’s use and enjoyment of the Services;
- vi.** Attempt to gain unauthorized access to any portion or feature of the Services or any other systems or networks connected to the Services; or
- vii.** Use the Services for any illegal or malicious purposes.

**5. Minimum Unit Requirement** — True Submeter requires a minimum of two (2) units per property for enrollment in monthly monitoring services. This minimum unit requirement is a condition of service and applies to all customers subject to recurring monitoring fees. True Submeter reserves the right to adjust this minimum unit requirement at any time, at its sole discretion, with notice provided in accordance with Section 2 of these Terms and Conditions. Continued use of the Services following any such adjustment constitutes acceptance of the revised requirement.

### 6. Intellectual Property Rights

**a.** The Services, content, features, and functionality are owned by True Submeter and are protected by applicable intellectual property laws or proprietary rights.

**b.** You agree not to modify, reproduce, distribute, create derivative works, publicly display, publicly perform, republish, download, store, or transmit any of the material available on the Service, except as expressly permitted by True Submeter in writing.

### 7. Disclaimer of Warranties

A copy of True Submeter’s current warranty can be found at [www.truesubmeter.com](http://www.truesubmeter.com). By agreeing to these Terms and Conditions, it is understood that you have read, understand, and agree to the warranty statement provided by True Submeter.



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## 8. Limitation of Liability

In no event shall True Submeter, its officers, directors, employees, or agents, be liable to you for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profits, lost data, or goodwill, arising from or relating to your use of the Service or these Terms and Conditions.

## 9. Continuous Monitoring

True Submeter provides customers with the ability to continually monitor their water usage through our system. Customers may access usage data regularly to track their consumption patterns.

## 10. Leak Detection

While constant monitoring of water usage may enable customers to detect irregularities or potential leaks on their property, True Submeter does not guarantee or warrant the detection of leaks through our system.

## 11. Customer Responsibility

It is the responsibility of the customer to regularly monitor their water usage data and to take appropriate action if any irregularities or abnormal usage patterns are observed. This may include investigating potential leaks, conducting repairs, or seeking assistance from a professional plumber.

## 12. No Liability for Leakage

True Submeter is not liable or responsible for any leakage or water loss that may occur on the customer's property. By agreeing to these Terms and Conditions, you understand and acknowledge that True Submeter's Services are limited to providing usage data and do not encompass leak detection or prevention.

## 13. System Limitations:

While True Submeter strives to provide accurate and reliable usage data, our system may not detect all types of leaks or anomalies. Factors such as the size and location of leaks, water pressure variations, and other external conditions may affect the ability of our system to detect leaks.

## 14. Professional Assistance

True Submeter encourages customers to seek the assistance of qualified professionals, such as plumbers or leak detection specialists, for the installation of the system, and if they suspect a leak at their property. Our system is not a substitute for professional installation, inspection or maintenance of water systems.

## 15. Indemnification

You agree to indemnify, defend, and hold harmless True Submeter, its officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to your use of the Services or any violation of these Terms and Conditions.

## 16. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Minnesota, without regard to its conflict of law principles.

## 17. Dispute Resolution

Any dispute arising from or relating to these Terms and Conditions, or your use of the Services shall be resolved exclusively through binding arbitration administered by American Arbitration Association.

## 18. Estimation Nature

True Submeter provides readings of water usage intended to estimate monthly consumption. These readings are based on various factors including but not limited to, metering technology, environmental conditions, and user behavior. As such, these readings may not be 100% accurate and are to be considered as estimates.

## 19. Review and Verification

Customers are encouraged to review and verify the water usage amounts provided by True Submeter each month for accuracy. It is the responsibility of the customer to ensure that the readings align with their actual water consumption and usage patterns.

## 20. Limitations

While True Submeter strives to provide accurate readings, there may be instances where factors beyond our control affect the accuracy of the readings. These factors may include meter malfunctions, data transmission errors, or external environmental conditions. You further agree that True Submeter is not responsible for any damages caused to the system by you or your contractors or agents.



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## **21. No Guarantee**

True Submeter does not guarantee the accuracy of the water usage readings provided. Customers understand and acknowledge that variations in readings may occur and agree not to hold True Submeter liable for any discrepancies or inaccuracies.

## **22. Customer Responsibility**

Customers are responsible for installing the system, monitoring their water usage, detecting any irregularities or discrepancies in readings, and reporting them to True Submeter for investigation and resolution.

## **23. Continued Usage**

Continued use of Services implies acceptance of the inherent limitations of the water usage readings provided and agreement to review and verify the accuracy of such readings regularly.

## **24. Severability**

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

## **25. Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and True Submeter regarding your use of the Services and supersede all prior or contemporaneous understandings and agreements, whether oral or written, between you and True Submeter.

## **26. Contact Information**

If you have any questions about these Terms, please contact us at [support@truesubmeter.com](mailto:support@truesubmeter.com).

By using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not access or use the Services.

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