



# AGUA TECHNOLOGY, LLC

Terms and Conditions

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## PRE ICO and ICO TERMS AND CONDITIONS

### AGUA TECHNOLOGY LLC PRE-Initial Coin Offering (PRE-ICO)

#### GENERAL TERMS AND CONDITIONS

YOU ARE REQUIRED TO READ THESE TERMS AND CONDITIONS (HEREINAFTER "TERMS") CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING PRODUCTS OFFERED ON THE <https://www.agua.technology/> ("WEBSITE") AND THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT. AGUA TECHNOLOGY LLC RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. URGES YOU TO REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING THE WEBSITE AFTER AGUA TECHNOLOGY LLC HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES, NOR FOR AGUA TECHNOLOGY LLC TOKENS AND/OR WAHWAH TOKENS. AGUA TECHNOLOGY LLC EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

#### Definitions

"PRE-ICO" or „PRE Initial Coin Offering" means the sale process by which AGUA TECHNOLOGY LLC will receive financing for the development of the AGUA TECHNOLOGY LLC Service.

"Purchaser" means a natural person who purchases AGUA TECHNOLOGY LLC AND/OR WAHWAH Token(s) hereby agreeing to AGUA TECHNOLOGY LLC ICO Terms and Conditions

"AGUA TECHNOLOGY LLC" is AGUA TECHNOLOGY, established and registered in VALLEJO, CA, USA "AGUA TECHNOLOGY LLC" the development of the AGUA TECHNOLOGY LLC Service

"AGUA TECHNOLOGY LLC Token", "WAHWAH TOKEN", "Token" or "WAH" - is a cryptographic token, created in the public blockchain.

"Website" - <https://www.agua.technology/> is the official website for AGUA TECHNOLOGY LLC WAHWAH PRE-Initial Coin Offering

## ICO Terms and Conditions Conditions

### General

1. AGUA TECHNOLOGY LLC, WAHWAH Token is a cryptographic token, created in the Ethereum.
2. AGUA TECHNOLOGY LLC, WAHWAH is not either an investment or legal advisor and shall not be understood and interpreted as such. AGUA TECHNOLOGY LLC WAHWAH Token is not a security in the meaning of United States Federal and State laws, EU and Estonian law.
3. AGUA TECHNOLOGY LLC WAHWAH Token is not a cryptocurrency, regardless of what legal meaning word "cryptocurrency" has, unless and to the extent the meaning of AGUA TECHNOLOGY LLC WAHWAH tokens are described and defined by these terms and conditions.
4. The Presale shall commence on the 07/21/2021 date announced on AGUA TECHNOLOGY LLC website. It shall be also announced and to the registered users of AGUA TECHNOLOGY LLC newsletter. Newsletter registration is available only through AGUA TECHNOLOGY LLC website.

Ticker: WAH

Token: Utility, Ethereum ERC20 Token

Purchase methods to be accepted: ETH, USDT, BNB, BUSD, BTC, PAYPAL (all forms allowed by PayPal, include credit, debit, prepaid, etc. see site)

Inflation: None (no further tokens will be issued)

Maximum number of tokens: 9 000 000 000 WAH

Tokens for public pre-sales: 2 000 000 000 WAH

5. Main sale details: After all certifications, audits and qualifications have been met to the satisfaction of qualified experts.  
Date and time of the start of sale, UTC: Estimated 4 weeks, or the last week of October 2021  
End date and time of sale, UTC: 1 year after the date of start or when the cap of the pre-sale 2 000 000 000 has been met **\*\*SUBJECT TO CHANGE DUE TO A NATIONAL DISASTER AS DEFINED BY THE FEDERAL GOVERNMENT AND ONGOING PANDEMIC, NEW PANDEMICS OR VARIANT PANDEMICS AS DEFINED BY THE GOVERNMENT\*\***

Minimum purchase amount for pre-sale: 0.1 ETH If purchased with ETH, otherwise minimum purchase is \$2.49 USD for one token.

1 ETH = 1087 WAH

Soft Cap: 1 000 000 000 WAH

Hard Cap: 2 000 000 000 WAH

If the Token Sale funding cap is not reached, all remaining tokens will be removed permanently from circulation "burned" at the end of token sale as described above.

Soft cap and hard cap were calculated as a base price of Ethereum from 1st of July 2021. Soft cap equals an estimated\* 2 490 000 000 USD, hard cap equals an estimated\* 4 980 000 000 USD.

Actual amount of WAH remaining will be known after the end of the token sale and final accounting and sales have been processed and drop is complete. Could take up to 10-20 days depending on last sale method of payment.

6. Registration as Member Account on [agua.technology](http://agua.technology) - is required to purchase tokens, whether pre-sale or regular.

- First name and last name.
- Country Residence
  - account address from which the token will be acquired.
- Photo / ID scan (driving license, passport, etc.).
- Email address for registration

See CCPA Policy on site "Do Not Sell My Information" to opt out of common data base and all other right afforded under CCPA. California Residence Required Compliance.

"Registration is necessary in order to join the ICO and acceptance of the site's regulations and privacy policy, especially the IAC WAHWAH regulations, is required"

1. The Purchaser agrees to purchase and WAHWAH agree to sell, on the terms set forth herein, WAHWAH tokens.
2. WAHWAH Purchased Tokens will be provided to Purchaser immediately at the time of purchase and payment processing approval and transfer to.
3. The price of the WAHWAH Token is nominated ETH.
4. The course of ICO
  - a. Publication of WAHWAH materials (including WWW and White Paper)

i.. Registered users will receive information about pre-sale via e-mail.

The message will contain a direct link to the form with the option to buy tokens. Terms of large purchases over 50 000 USD have instructions available on that page.

ii. This information will also be published on the website no earlier than 48h after sending information to WAHWAH newsletter registered recipients.

b. Presale lasts 4 weeks. During the pre-sale, participants will receive 40% more (bonus) tokens than in regular sales, for the same price.

### Refund policy

The Purchaser understands and accepts that all purchases of WAHWAH Tokens are final and cannot be reversed. That information is to be publicly available at <https://agua.technology> Agua Technology, LLC recommends that all transaction involving money online, brick and mortar, telephone or door to door always be thoroughly vetted prior to transaction participation.

### Intellectual Property

1. WAHWAH retain all right, title and interest in all WAHWAH's proprietary and subsidiary intellectual property, including but not limited to inventions, processes, marks, methods, compositions, information and data. The Purchaser may not use any of WAHWAH intellectual property without WAHWAH's direct, express, prior and written consent.
2. In particular, WAHWAH retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming WAHWAH tokens. These terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these terms.
3. The Purchaser is being granted a non-exclusive, non-transferable, revocable license to access and use the WAHWAH tokens strictly in accordance with these Terms. As a condition of the Purchase's use of WAHWAH tokens the Purchaser warrants to WAHWAH that the Purchaser will not use WAHWAH tokens for any purpose that is unlawful or prohibited by these Terms.

### Security

1. The Purchaser will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with the Purchaser's account, (ii) private keys required to access any relevant Ethereum wallet, and (iii) the Purchasers' username, password and any other login or identifying credentials.
2. In case the Purchaser suspects a security breach in any of the above mentioned, the Purchaser will inform WAHWAH immediately so WAHWAH can take all required and possible measures to secure the Purchaser's account and WAHWAH's and systems as whole.

### Privacy

1. As a principle, WAHWAH collects only what is need and will not share the Purchaser's personal information with any third parties' other than WAHWAH's identity verification

partner. Even within WAHWAH, access to the Purchaser's personal data is limited to a subset of employees who work on compliance and identity verification matters.

2. The Purchaser will provide to WAHWAH, immediately upon a notice of request, information that WAHWAH, in WAHWAH's sole discretion, deem to be required to maintain compliance with law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, and photographs of the Purchaser, government identification cards, or sworn statements.

3. WAHWAH reserves its right to request documentation, described in section "General" under paragraph 6 prior to activating the Purchaser's WAHWAH Token account. WAHWAH may refuse to sell WAHWAH Token should it have doubts as to validity, authenticity and genuineness of the documents, provided by the Purchaser.

4. WAHWAH collects information from running the website and products, provided thereto, and uses information, provided to WAHWAH by the Purchaser as indicated in detail in WAHWAH Privacy Policy.

5. In addition to the above, if the Purchaser creates an account to purchase WAHWAH Tokens included, WAHWAH may collect and store the following types of information: The Purchaser's name, address, phone, email, nationality, id photo page scan and Ethereum wallet address. Before permitting the Purchaser to proceed with WAHWAH Token purchase, WAHWAH may require the Purchaser to provide additional information (such as data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that WAHWAH can verify the Purchaser's identity or address. WAHWAH may also obtain information about the Purchaser from third parties such as identity verification services.

6. Throughout this document, WAHWAH use the term "personal information" in compliance with the EU General Data Protection Regulations (GDPR) to describe information that can be associated with a specific person and can be used to identify that person.

7. WAHWAH protects the Purchaser's information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards used are firewalls and data encryption, physical access controls to data centers, and information access authorization controls. WAHWAH also authorize access to personal information only for those employees who require it to fulfill their job responsibilities. All the physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

8. WAHWAH may be required to analyze and compare the personal data provided by the Purchaser to third party databases to verify its accuracy and confirm the Purchaser' identity. This allows WAHWAH to comply with European "anti-money laundering (AML)" and "know your customer (KYC)" regulations – most notably 4th AML Directive along with any applicable Estonian AML regulations and law. WAHWAH will not release, sell or rent the Purchaser's personal data to third parties other than law enforcement agencies and/or public administration bodies acting upon relevant EU and/or Estonian law provisions.

9. WAHWAH reserve the right to share the Purchaser' personal data with:

- (a) 3rd party identification services providers for fraud prevention purposes.
- (b) law enforcement, government officials, or other third parties when
  - (i) AGUA TECHNOLOGY, LLC is compelled to do so by a subpoena, court order, or similar legal procedure.

WAHWAH will not provide the Purchaser's personal information to any other WAHWAH token holders without the Crowd funder's consent or direction. For California see CCPA Policy published on [agua.technology](http://agua.technology).

10. The Purchaser may access, review, edit or request to remove his personal data by AUGA. The Purchaser acknowledges that execution of his right to be forgotten under GDPR may result in disabling his Token account.

11. The cost of any ETH transfer operation(s) for ICO purposes i.e. "GAS" is to be calculated automatically and is to be entirely born by the purchaser of WAH tokens.

### Access

AGUA TECHNOLOGY, LLC reserves the right, in its sole discretion, to suspend Purchaser's account for up to 72 hours at any time, without a prior notice, due to legal grounds originating in "AML" and "KYC" regulation and procedures\*\*. Citizenship restrictions

WAHWAH Tokens are not offered for use to the citizens of the United States of America and any country or/and dependent territory where trade in cryptocurrency, ICO are banned or restricted, regardless of their location, and are not offered to natural or legal persons, having their seat or habitual residence in the above-mentioned countries and/or dependent territories. That information is verified as of the day of the attempted purchase against all current available information.

### Notices

1. AGUA TECHNOLOGY, LLC may provide any notice to the Purchaser under this Agreement by:

- (i) posting a notice on the Website; or
- (ii) sending an email to the email address then associated with the Purchaser's account. Notices AGUA TECHNOLOGY, LLC provide by posting on the website will be effective upon posting and notices AGUA TECHNOLOGY, LLC provide by email will be effective when AGUA TECHNOLOGY, LLC send the email. It is Purchaser's responsibility to keep the Purchaser's email address current. The Purchaser will be deemed to have received any email sent to the email address then associated with the Purchaser's account when AGUA TECHNOLOGY, LLC send the email, whether or not the Purchaser receives or reads the email.

**\*\*AML & KYC Compliance | Onboard and Monitor Customers**



2. To give AGUA TECHNOLOGY, LLC notice under this Agreement, the Purchaser must contact by email to [info@agua.technology](mailto:info@agua.technology). AGUA TECHNOLOGY, LLC may update this email address for notices by posting a notice on the [agua.technology](http://agua.technology) website. Notices to AGUA TECHNOLOGY, LLC will be effective one business day after they are sent.
3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

### Risks

1. The Purchaser understands that WAHWAH token, blockchain technology and other associated and related technologies are new and outside of AGUA TECHNOLOGY, LLC 's control and adverse changes in market forces or the technology, broadly construed, may affect AGUA TECHNOLOGY, LLC 's performance under this agreement.
2. The Purchaser acknowledges that has been warned of the following risks, associated with the ICO and in particular with WAHWAH token.

(a) Legal risks regarding securities regulations

There is a risk that in some jurisdictions WAHWAH might be considered to be a security, or that it might be considered to be a security in the future. Each user of WAHWAH tokens shall bear its own legal or financial consequences of WAHWAH being considered a security in their respective jurisdiction.

(b) Risks associated with the public blockchain

WAHWAH token is based upon the public blockchain. As such, any malfunction, unintended function or unexpected functioning of blockchain may cause the WAHWAH token to malfunction or function in an unexpected or unintended manner.

(c) Risks associated with the Purchaser's credentials Any third party that gains access to the Purchaser's login credentials for the website or private keys may be able to dispose of the Purchaser's WAHWAH tokens. To minimize this risk, the Purchaser should guard against unauthorized access to their electronic devices.

(d) Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the blockchain networks and WAHWAH could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like WAHWAH, which could impede or limit their existence, permissibility of their use and possession, and their value.

(e) Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with the Purchaser's token wallet, the website or the availability of WAHWAH tokens in any number of ways, including without limitation denial of service attacks, spoofing, smurfing, malware attacks, or consensus- based attacks.

(f) Risk of security weaknesses in the WAHWAH source code or any associated software and/or infrastructure. There is a risk that the WAHWAH, or other third parties may



unintentionally introduce weaknesses or bugs into the WAHWAH source code interfering with the use of or causing the loss of WAHWAH tokens.

(g) Risk of weaknesses or exploitable breakthroughs in the field of cryptography Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and public blockchain and WAHWAH, which could result in the theft or loss of tokens.

(h) Risk of low or no liquidity. Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that WAHWAH tokens will be subject to exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood regulatory oversight, and WAHWAH does not give any warranties regarding any exchange services providers. Users might be exposed to fraud and failure.

(i) Risk of uninsured losses Unlike bank accounts or accounts at some other financial institutions, funds held using WAHWAH Token and blockchain in general - are entirely uninsured.

(j) Risk of malfunction in blockchain It is possible that the public blockchain WAHWAH is interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of WAHWAH Tokens.

### Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that AGUA TECHNOLOGY, LLC cannot foresee, and it is unreasonable to believe

that such risks could have been foreseeable. Risks may further materialize as unanticipated. WAHWAH tokens are provided "as is". AGUA TECHNOLOGY, LLC affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the WAHWAH tokens, including any warranty that the WAHWAH tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, AGUA TECHNOLOGY, LLC affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

### Financial risks

The Purchase is also aware of the risk that if all or parts of the WAHWAH Project are successfully developed and released in full or in parts, due to a lack of public interest, the WAHWAH Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The Purchaser therefore

understands and accepts that the significant financial, risks, including the complete loss of value of created WAHWAH Token, and attributed features of the AGUA Technology, Platform.

### Liability

1. AGUA TECHNOLOGY, LLC and its affiliates and their respective officers, employees or agents will not be liable to the Purchaser or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if AGUA TECHNOLOGY, LLC has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of this website and/or its products or another linked website.
2. Further, neither AGUA TECHNOLOGY, LLC or affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:
  - (a) the Purchaser's inability to use the WAHWAH tokens, including without limitation as a result of any termination or suspension of the blockchain or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions.
  - (b) the cost of procurement of substitute goods or services.
  - (c) any investments, expenditures, or commitments by the Purchaser in connection with this agreement or the Purchaser use of or access to the WAHWAH tokens; or
  - (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any WAHWAH token.
3. The Purchaser will defend, indemnify, and hold harmless AGUA TECHNOLOGY, LLC , AGUA TECHNOLOGY, LLC affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or the Purchaser's use of WAHWAH tokens contrary to these terms. If AGUA TECHNOLOGY, LLC, AGUA TECHNOLOGY, LLC affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, the Purchaser will also reimburse AGUA TECHNOLOGY, LLC for reasonable attorney fees, as well as AGUA TECHNOLOGY, LLC employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
4. The information, software, products, and services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. AGUA TECHNOLOGY, LLC and/or its suppliers may make improvements and/or changes in the website at any time. AGUA TECHNOLOGY, LLC makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the WAHWAH tokens,

information, software, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by applicable law, WAHWAH tokens, the website, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. WAHWAH hereby disclaims all warranties and conditions regarding the WAHWAH tokens, the website, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

### Miscellaneous

1. The AGUA Technology, LLC whitepaper shall not be considered part of this General Terms and Conditions and by accepting these General Terms and Conditions the Purchaser is deemed to have read the AGUA Technology, LLC whitepaper and are aware of all risks and rules provided thereto.
2. AGUA Technology, LLC does not permit individuals under the age of 18 to purchase WAHWAH Tokens.
3. AGUA Technology, LLC and affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the public blockchain protocols or any other force outside of AGUA Technology, LLC's control.
4. AGUA Technology, LLC and the Purchaser are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right
  - (a) to develop or have developed for its products, services, concepts, systems, or techniques that are like or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and
  - (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.
5. This Agreement does not create any third-party beneficiary rights in any individual or entity.
6. The Purchaser will not assign this Agreement, or delegate or sublicense any of the Purchaser's rights under this Agreement, without prior written consent. Any assignment or transfer contrary to these terms will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
7. The failure by AGUA Technology, LLC to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit WAHWAH's right to enforce such provision at a later time. All waivers by AGUA Technology, LLC must be unequivocal and in writing to be effective.
8. Except as otherwise set forth herein, if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original

portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

9. All disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally governed by Estonian law and jurisdiction of the courts thereof.

10. This Agreement is the entire agreement between the Purchaser and AGUA Technology, LLC regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Purchaser and AGUA Technology, LLC, whether written or verbal, regarding the subject matter of this Agreement. AGUA Technology, LLC will not be bound by, and specifically, object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether it would materially alter this Agreement) and which is submitted by the Purchaser in any order, receipt, acceptance, confirmation, correspondence or other document.

11. These terms are not boilerplate. If the Purchaser disagree with any of them, believe that any should not apply to them, or wish to negotiate these terms, please contact AGUA Technology, LLC e-mail and immediately navigate away from the website. Do not use the website and/or products offered thereto until the Purchaser and AGUA Technology, LLC have agreed upon new terms of use.

#### REFERENCE DOCUMENTS AND OTHER TERMS MENTIONED OR PUBLISHED ON THE WEBSITE

PARTICIPATION GUIDELINES

CCPA "DO NOT SELL MY INFORMATION" POLICY

USER AGREEMENT

PSI DSS POLICY COMPLIANCE (IF AND WHEN APPLICABLE)