

WATER-OTTER.COM

TERMS AND CONDITIONS

Welcome to the terms and conditions ("**Terms**") for Water-Otter.com. These Terms are between you and Water-Otter.com and/or its affiliates ("**Us**") and govern our respective rights and obligations. The Terms, together with applicable terms and conditions related to any promotional offers provided to you, constitute the entire agreement between you and Water-Otter.com related to any level of membership. Please note that your use of the Water-Otter.com website and your membership are also governed by our Conditions of Use and Privacy Notice, as well as all other applicable terms, conditions, limitations, and requirements which are, or may be at some future time, posted on the Water-Otter.com website, all of which (as changed over time) are incorporated into these Terms. When you register for membership, you accept these terms, conditions, limitations and requirements. Please read these Terms carefully.

Membership Cancellation

You may cancel your membership any time by contacting Water-Otter.com by email or phone. If you cancel a paid Prime upgrade within 3 business days of signing up for or converting from a free membership to a paid (Prime) membership, we will refund your full membership fee. We may charge you (or withhold from your refund) our regular prices for Prime benefits used during this 3-business day period. If you cancel at any other time, we will refund your full membership fee only if you and your invitees have not made any eligible purchases or taken advantage of Prime benefits.

Other Limitations

- We reserve the right to accept or refuse membership in our discretion.
- You may not transfer or assign your membership benefits of either free
- From time to time, Water-Otter.com may choose (in its sole discretion) to add or remove membership benefits and programs.

Fees and Renewal

The annual membership fee for paid (Prime) membership is subject to change. For renewal information, see applicable terms and conditions.

From time to time, we may offer different membership terms, and the fees for such membership may vary. The Prime membership fee is non-refundable except as expressly set forth in these Terms. Credit cards and purchase orders are eligible for payment of your paid (Prime) membership. Do not sign up for Prime with a debit card - also known as a "check" or "ATM" card, a debit card typically has the word "debit" printed on the face of the card.

If all credit cards we have on file for you are declined for payment of your membership fee, you have 30 days to provide us a new credit card or your membership will be canceled. If you provide us with a new card and are successfully charged within 30 days, your new membership period will be based on the original renewal date and not the date of the successful charge.

Your Prime membership will be activated immediately upon payment by your credit card carrier, or your accounts payable department (in the case of purchase order). You will be notified by email when your account is activated.

UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND YOUR PRIME MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY THEN APPLICABLE TAXES, USING ANY CREDIT CARD WE HAVE ON RECORD FOR YOU.

Promotional Trial Prime Memberships

We sometimes offer certain customers various trial or other promotional memberships, which are subject to these Terms except as otherwise stated in the promotional offers. Trial members may at any time (by notifying Water-Otter.com by email or phone) choose not to continue to paid membership at the end of the trial period. Failure to continue to paid membership will result in forfeiture of all continuing education credits earned during the promotional period.

Agreement Changes

We may in our discretion change these Terms, or our Conditions of Use and Privacy Notice, or any aspect of membership, without notice to you. If

any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

Termination by Us

We may terminate your membership (free or paid (Prime)) at our discretion without notice. If we do so, we will give you a prorated refund based on the number of full months remaining in your membership. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of the Prime membership, or is harmful to our interests or another user. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN WATER-OTTER.COM'S CONDITIONS OF USE, IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO MEMBERSHIP. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST ANNUAL MEMBERSHIP FEE YOU PAID. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR PRIME MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.