

## AL WASL TERMS & CONDITIONS (WEBSITE & APP)

This page tells you information about Al Wasl Water Purification LLC and the legal terms and conditions ("Terms & Conditions") under which we sell any of the products ("Products") listed on this website and app to you.

### 1. Acceptance of terms

Thank you for using Al Wasl Water. These Terms of Service (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the Al Wasl Water website at [www.alwaslwater.com](http://www.alwaslwater.com) (the "Site") and any related mobile or software applications ("Al Wasl Water Customer App") including but not limited to delivery of information via the website/app whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future Al Wasl Water customers.

Please read these Terms carefully. By accessing or using the Al Wasl Water Platform (App or Website), you are agreeing to these Terms and concluding a legally binding contract with Al Wasl Water Purification LLC (herein called as Al Wasl Water). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Al Wasl Water Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by Al Wasl Water in the user interface for any particular Service; or
- Actually using the Services. In this case, you understand and agree that Al Wasl Water will treat your use of the Services as acceptance of the Terms from that point onwards.

## 2. Definitions

### 2.1 Customer

"Customer" or "You" or "Your" refers to you, as a customer of the Services. A customer is someone who accesses or uses the Services for the purpose of sharing, displaying, hosting, publishing, transacting, or uploading information or views or pictures and includes other persons jointly participating in using the Services.

### 2.2 Damaged product

A 'damaged product' refers to any product or property of Al Wasl Water that was damaged and not able to be consumed in its state or is faulty and not able to perform its operations.

## 3. Eligibility to use the services

3.1 You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.

3.2 You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights.

3.3 You can use our services only in territories where Al Wasl Water can deliver. Al Wasl Water reserves the right to cancel any order or not accept an order based on this.

#### **4. Order Placement (Recharge and item wise)**

4.1 You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully responsible for the order placed on your account.

4.2 Order of 5 Gallon bottle refill must be placed before 8am of allocated weekly Delivery Day in order to receive Cash Back (See Clause 5).

4.3 Orders once placed cannot be refunded and must be redeemed on the scheduled delivery day.

4.4 A refundable deposit of AED 25 per 5-Gallon bottle will be applicable for any orders above quantity of 3.

4.4.1 Order will not be completed without this deposit. Al Wasl Water reserves the right to cancel the delivery or not complete the delivery if deposit is not paid.

4.4.2 Al Wasl Water solely reserves the right to waive off any such charges with the customer.

4.4.3 Cash deposit receipt will be provided at the time of delivery and must be kept with you. Refund of this deposit will be given on exchange of the deposit receipt only.

4.4.4 To understand these charges, please read our Asset Protection Programme (See Clause 13).

#### **5. Cash Back**

5.1 Cash Back will be added to your 'Cash Back' e-wallet according to offers/packages/recharges as listed on Al Wasl Water app/website.

5.2 Once amount in Cash Back wallet reaches AED 9, only then can it be redeemed and transferred entirely to the main wallet.

5.3 AED 1 per 5-Gallon refill will be added to your 'Cash Back' e-wallet according to below conditions:

5.3.1 Order of 5 Gallon bottle refill must be placed before 8am of allocated weekly Delivery Day.

5.3.2 Any orders placed after 8am on Weekly Delivery Day will only be applicable for Cash Back redemption from next Weekly Delivery Day

5.3.3 AED 1 will only be added to your Cash Back wallet for: one exchange of empty 5 Gallon bottle with a refilled 5-Gallon bottle.

5.3.4 Maximum of AED 3 can be added per scheduled delivery to Cash Back wallet.

5.3.5 Only applicable on scheduled weekly Delivery Day

5.3.6 Expiry date of 90 days is applicable for every AED 1 Cash Back from the date of its availability in the Cash Back wallet. After 90 days, it will be forfeited.

5.4 Al Wasl Water reserves the right to issue specific Delivery Day to each customer and can change the delivery day without notice. This will apply to any cash back offers/packages that have Delivery Day as part of the cash back scheme.

5.5 Any purchase made by you, will be redeemed first from the Promotional E-Wallet. Only once the promotional e-wallet is exhausted, will the balance be debited according to purchase made by you from the standard e-wallet.

5.6 Main wallet can only be used to redeem/buy any product or packages of Al Wasl Water

5.7 Any unused balance will be forfeited and collected by Al Wasl Water at the time of termination of services (See Clause 14)

## 6. Standard Delivery

Every Al Wasl Water customer is issued with a Standard Delivery Day of the week, on which they are liable to receive Free Delivery of our products. This Day is available to view on the Home Page of our app.

## 7. Priority Delivery

Al Wasl Water customers can choose to have their water delivered on a priority/emergency basis by choosing Priority Delivery at Checkout while placing Order. A fee of AED 5 is applicable for this Delivery as this is an unscheduled delivery and Al Wasl Water team will re-prioritize their schedule to cater to any customer who chooses this option.

Priority Delivery conditions:

- If order is placed before 2am on a working day, then Priority Delivery will be completed on the same working day.
- If order is placed after 2am on a working day, then Priority Delivery will be completed on the following working day.

## 8. Changes to the terms

Al Wasl Water may vary or amend or change or update these Terms, from time to time entirely at its own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of Al Wasl Water Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms.

## 9. Provision of the services being offered by Al Wasl Water

Al Wasl Water strives to provide the best possible experience and information to its customers. You acknowledge and agree that the form and nature of the Services which Al Wasl Water provides, may require affecting certain changes in it, therefore, Al Wasl Water reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.

9.1 We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the applicable software or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.

9.2 You acknowledge and agree that if Al Wasl Water disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.

9.3 You acknowledge and agree that while Al Wasl Water may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, Al Wasl Water may set such fixed upper limits at any time, at Al Wasl Water's discretion.

9.4 In our effort to continuously improve Al Wasl Water Platform and Services, we undertake research and conduct experiments from time to time on various aspects of the Services and offerings, including our apps, websites, user interface and promotional campaigns. As a result of which, some Customers may experience features differently than others at any given time.

This is for making the Al Wasl Water Platform better, more convenient and easier to use, improving Customer experience, enhancing the safety and security of our services and offerings and developing new services and features.

## 10. Disclaimers

By using Al Wasl Water's Services you agree to the following disclaimers:

10.1 The Content on these Services is for informational purposes only. Al Wasl Water disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. Al Wasl Water reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to Al Wasl Water. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of Al Wasl Water.

10.2 Any certification, licenses or permits ("Certification") or information in regard to such Certification that may be displayed on Al Wasl Water Platform is for informational purposes only.

10.3 Al Wasl Water reserves the right to charge a fee for any damaged product or loss of a product from a customer, by giving reasonable prior notice via email or contacting their registered mobile number. This fee will be determined depending on the damaged / lost product type.

10.4 Al Wasl Water is not responsible for loss or damage of Coupon Book by customer. A new Coupon Book should be purchased by customer, no replacement will be issued.

10.5 Al Wasl Water is not liable to make any refunds to customer. Any complaints, can be communicated to Al Wasl Water team via [customercare@alwaslwater.com](mailto:customercare@alwaslwater.com) and it will be dealt with accordingly. For further information, please refer our Cancellation and Refunds policy.

10.6 Al Wasl Water may from time to time introduce referral and/or incentive-based programs for its customers. These Program(s) may be governed by their respective terms and conditions. By participating in the Program, Customers are bound by the Program terms and conditions as well as the Al Wasl Water Platform terms.

Further, Al Wasl Water reserves the right to terminate / suspend the Customer's account and/or credits / cash back/ points earned and/or participation of the Customer in the Program if Al Wasl Water determines in its sole discretion that the Customer has violated the rules of the Program and/or has been involved in activities that are in contravention of the Program terms and/or Al Wasl Water Platform terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, Al Wasl Water reserves the right to modify, cancel and discontinue its Program without notice to the Customer.



10.7 If you are shifting /moving/ changing your home location (assigned delivery address) to an area outside of Al Wasl Water delivery territory, then Al Wasl Water is not liable to make any refund as you may choose to exhaust and your e-wallet balance in your account before you move to such territories.

10.8 You acknowledge and agree that Al Wasl Water Platform services are provided "as is" and "as available" and that your use of the services shall be at your sole risk to the fullest extent permitted by applicable law.

10.9 You agree that the Promotional Balance on your e-wallet of our Services will be forfeited and collected by Al Wasl Water if remained inactive for a period of 6 months from the date of balance credited to your customer account.

## 11. Use of services by you or Customer

### 11.1 Al Wasl Water Customer Account

11.1.1 Al Wasl Water will create an account for you according to the details (Full Name, Home Address, Contact Number, Date of Birth, email address) provided to us. Use of any personal information you provide to us during the account creation process is governed by our Privacy Policy. You are required to enter your registered mobile number to log-in to our Platforms via PIN code generated. You are solely responsible for maintaining the confidentiality and security of your account, all changes and updates submitted through your account, and all activities that occur in connection with your account.

If your registered mobile number has changed, then you can write to us via [customer@alwaslwater.com](mailto:customer@alwaslwater.com) and we will do the necessary after investigating.

11.1.2 In creating an account, you represent to us that all information provided to us in such process is true, accurate and correct, and that you will update your information as and when necessary, in order to keep it accurate. You may not impersonate someone else or use an account for anyone other than yourself, provide an email address other than your own. You acknowledge that any false details may cause Al Wasl Water to incur substantial economic damages and losses for which you may be held liable and accountable.

11.1.3 You are also responsible for all activities that occur in your account. You agree to notify us immediately of any unauthorized use of your account in order to enable us to take necessary corrective action. You also agree that you will not allow any third party to use your Al Wasl Water account for any purpose and that you will be liable for such unauthorized access.

11.1.4 For account termination, please refer to our Cancellation and Refund policy.

## **12. Limitation of Liability**

To the fullest extent permitted by applicable law, in no event shall Al Wasl Water be liable to you for any damages resulting from (i) any errors, mistakes, or inaccuracies of content, and/or (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services including app/ website; and/or (iii) any unauthorized access to or use of our servers and/or any and all personal information stored therein, and/or (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the services by any third party, and/or (v) any loss of your data or content from the services.

## **13. Asset Protection Programme**

As part of our asset protection programme, we schedule a fixed number of 5-Gallon water bottles to each customer weekly. If a customer requires more than this number for any reason, then a refundable bottle deposit of AED 25 is applied for each bottle until the customer gives these bottles back to Al Wasl Water.

Please note that this refundable deposit is waived for up to a weekly consumption of 3 5-Gallon bottles, only if the customer is part of our Package Refill scheme.

For any customer not part of our Package Refill scheme, this refundable deposit is applied for every bottle.

Al Wasl Water reserves the right to claim any of its assets during termination of a contract with the customer or stopping of Al Wasl Water delivery services for any reason. Unless a written contract is produced by customer, above statement will act as a statement of testament regarding Al Wasl Water assets.

#### **14. Termination of your access to the services**

14.1 You can delete your account at any time by contacting us via

[customercare@alwaslwater.com](mailto:customercare@alwaslwater.com), at which time we shall disable and cease further use of the Services for your account. Any e-wallet balance on your account will be forfeited as a result.

14.2 We may terminate your use of the Services and deny you access to the Services of Al Wasl Water Platform in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Services for at least 6 months. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data and balance collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services.