BLU ONYX LLC
TERMS OF USE

1. **Agreement.** These Terms of Use (these "**Terms**" or this "**Agreement**") govern your access to and use of WaterStop together with any related websites, interfaces, documentation, content, and services provided by Blu Onyx LLC ("**Developer**," "**we**," "**us**," or "**our**"), collectively the "**App**" and constitute a license for your use of the App. By accessing, viewing, or using App, you acknowledge that you have read, understand, and agree with these Terms and the privacy policy at bluonyx.com/terms-of-use. If you disagree with these Terms and the Privacy Policy and/or do not wish to be bound by these Terms or the Privacy Policy, do not use the App. If you do not agree to all of the terms and conditions of these Terms, you must not install, access, or use the App, and you must uninstall and permanently delete all copies of the App in your possession or control.

2. **License.** Developer grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the App and its service subject to the restrictions set forth in these Terms of Use. The App, its services, and its core features are currently provided to you free of charge. However, Developer reserves the right, at its sole discretion, to institute charges or fees for the App, or for any specific features, updates, or functionalities thereof, at any time in the future. In the event Developer introduces a fee for a previously free service, Developer will provide you with reasonable advance notice (no less than 30 days) via email or prominent notice on our website. Your continued use of the App, service, and core features after the effective date of such changes constitutes agreement to pay the applicable fees. If you do not agree to the new fees, your sole and exclusive remedy is to cancel your account and immediately cease all use of the App and any services for which a fee applies prior to the effective date of the fee change.

3. **Eligibility.** By using the App, you represent and warrant that:

   3.1. You are at least the age of majority in your jurisdiction of residence and legally competent to enter into this Agreement; and

   3.2. If you are accepting these Terms on behalf of an entity, you have sufficient authority to bind the entity, and that your acceptance of these Terms shall bind the entity on whose behalf you are accepting these Terms.

4. **Updates to Agreement.** Developer may, in its sole discretion, modify or update this Agreement from time to time. Developer will indicate the date of the latest revision at the beginning or end of this Agreement. Your continued access to or use of the App following any modification constitutes your acceptance of the modified Agreement. If you do not agree to any modification, you must immediately cease using the App.

5. **Access and Account Security.**

   5.1. To access the App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the App

that all the information you provide when registering for access and/or using the App is correct, current, and complete.

5.2. You agree that all information you provide to register with the App or otherwise, including but not limited to through the use of any interactive features on the App, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

5.3. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the App or portions of it using your user name, password, or other security information.

5.4. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared device so that others are not able to view or record your password or other personal information.

5.5. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including, but not limited to, if, in our opinion, you have violated any provision of these Terms, and/or any local, state, or federal law or regulation.

6. Intellectual Property Rights.

6.1. The App, including all software, source code, object code, algorithms, interfaces, designs, text, graphics, images, audio, video, trademarks, service marks, logos, trade dress, and other content provided or made available by Developer (collectively, "**Developer Materials**") are owned by Developer or its licensors and are protected by intellectual property and other laws.

6.2. Developer retains all right, title, and interest in and to the Developer Materials and all associated intellectual property rights. No title or ownership is transferred to you under these Terms.

6.3. You shall not, and shall not permit any third party to: (a) copy, modify, adapt, translate, create derivative works of, or otherwise alter the Developer Materials; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of any software in the Application, except to the extent such restrictions are prohibited by applicable law; (c) remove, alter, or obscure any proprietary notices; or (d) use any Developer trademarks, service marks, or logos without Developer's prior written consent.

6.4. Feedback. If you provide feedback, suggestions, or ideas regarding the App ("**Feedback**"), you grant Developer a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable and transferable license to use, copy, modify, create derivative works based upon, and otherwise exploit such Feedback for any purpose without restriction. You acknowledge that Developer has no confidentiality obligations with respect to Feedback.

7. Prohibited Uses. You shall not use the App, and shall not permit any third party to use the App:

7.1. In any manner that violates any applicable local, state, or federal law, rule, or regulation;

7.2. To attempt to gain unauthorized access to, interfere with, damage, or disrupt the the App, any servers, networks, or systems connected to the App, or any data or information of Developer or any third party;

7.3. To transmit, distribute, or introduce any viruses, worms, Trojan horses, ransomware, spyware, or other malicious or harmful code or technology;

7.4. To use the the App in any manner that could disable, overburden, damage, or impair it or interfere with any other party's use or enjoyment of it;

7.5. To attack the App via a denial-of-service attack or a distributed denial-of-service attack;

7.6. To use any robot, spider, or other automatic device, process or means to access the App for any purpose, including monitoring or copying any of the material on the App;

7.7. To circumvent, disable, or interfere with any security-related features or technical limits of the App;

7.8. To infringe or misappropriate any intellectual property, privacy, publicity, or other proprietary rights of Developer or any third party;

7.9. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm Developer, our users, or any third party, or expose us or our users to any liability; and

7.10. In any other manner that is prohibited by these Terms.

7.11. Devices connected to the App may only be connected by one user at a time. Pairing a new device with the App removes access from any other user's device. You are responsible for controlling who has access to your devices and the App.

8. Monitoring and Enforcement; Termination. We at all times shall have the right to:

8.1. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the App.

8.2. Terminate or suspend your access to all or part of the App for any or no reason, with or without notice, including without limitation, any violation of these Terms, or local, state, or federal law or regulation, or if we in our sole discretion believe that such termination or suspension is necessary to protect the App, users, or third parties.

8.3. Upon termination, the license granted to you in Section 2 will automatically terminate, and you must cease all use of the App and delete any copies of software or other Developer Materials in your possession or control, except as required to be retained by law.

8.4. Terms that by their nature should survive termination shall survive.

9. User Data; Privacy; Data Security. In addition to the Privacy Policy published at [●], the following terms shall apply. In the event of a conflict of this Section 9 and the Privacy Policy, this Section 9 shall take precedence.

9.1. Collection and Categories of Data. Developer may collect information you provide directly (e.g., account details, profile information, support requests), information generated through your use of the App (e.g., usage data, device information, crash logs, diagnostic data), and, where applicable, information from third-party services you connect or integrate with the App, subject to your permissions.

9.2. Purposes of Use. Developer may use user data for the following purposes: (a) to provide, operate, maintain, and secure the App; (b) to personalize and improve the App and develop new features; (c) to perform analytics, metrics, and research; (d) to communicate with you about the App, including service notices and promotional messages subject to your marketing preferences; (e) to detect, prevent, and address fraud, abuse, security incidents, and technical issues; and (f) to comply with legal obligations and enforce our rights.

9.3. Legal Bases; Compliance. Developer's will process personal data in compliance with applicable data protection laws and regulations, including, where applicable, obtaining required consents, honoring valid data subject rights, and maintaining appropriate records and notices. Additional disclosures are provided in our Privacy Policy available at [●].

9.4. Sharing and Disclosures. Developer may share user data with: (a) service providers acting on our behalf under appropriate contractual and security safeguards; (b) affiliates for purposes consistent with these Terms and our Privacy Policy; (c) third parties in connection with a corporate transaction such as a merger, acquisition, financing, or sale of assets; and (d) competent authorities or other parties when required by law or to protect rights, safety, and property.

9.5. Data Security. Developer implements reasonable and appropriate technical and organizational measures designed to protect user data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. However, no method of transmission or storage is completely secure, and Developer does not guarantee absolute security.

9.6. Data Retention. Developer retains user data for as long as necessary to fulfill the purposes outlined in these Terms and our Privacy Policy, to comply with legal obligations, resolve disputes, and enforce agreements, after which data will be deleted, anonymized, or archived in accordance with our retention policies.

9.7. Your Choices. Depending on your jurisdiction, you may have certain rights regarding your personal data, such as rights of access, correction, deletion, portability, objection, or restriction. You may exercise these rights by contacting us at [●], and we will process requests in accordance with applicable law.

9.8. Children's Privacy. The App is not directed to children under the age of 13 and we do not knowingly collect personal data from such children without appropriate consent as required by law.

10. Disclaimers.

10.1. Use At Your Own Risk. You agree that your access to and use of the App and its service, including connecting certain devices to the App, is at your own risk. We will have no responsibility for any harm that results from your access to or use of its site, any related site, its content, or its service.

10.2. Disclaimer of Warranties.

10.2.1. The App and all Developer Materials are provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranties arising out of course of dealing or usage of trade, to the maximum extent permitted by law.

10.2.2. Developer does not warrant that the App will be uninterrupted, secure, or error-free, that defects will be corrected, that the App is free of viruses or other harmful components, that the App will prevent all damages from connected devices, including, but not limited to, water damage, flood, and property loss.

10.2.3. Developer does not warrant the accuracy, completeness, or reliability of any results, analytics, or outputs produced by the App. While the App is designed to automatically shut off connected devices based on system inputs, Developer does not warrant that this will occur in all instances. Shutoff is not instantaneous. Automatic shutoffs may occur inadvertently, fail to occur, or be delayed.

10.2.4. Developer does not warrant the correct installation of any devices connected to the App by you, and you assume full responsibility for installation, configuration, and maintenance of any devices connected to the App. Improper installation may result in system failure, water damage, or device malfunction.

10.2.5. The App depends on Wi-Fi and Bluetooth connectivity and power being run to connected devices. If Wi-Fi or Bluetooth connectivity is lost or degraded, the App may not function as intended. If power is lost to any connected device, the device may operate in limited capacity or not at all.

10.2.6. The App may receive automatic updates, which may affect performance or change the functionality of the App. Scheduled maintenance of the App may lead to system outages that impact the functionality of the App.

10.2.7. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY FLOODING, WATER DAMAGE, PIPE BURSTS, STRUCTURAL OR PROPERTY DAMAGE CAUSED BY A FAILURE OF THE APP TO SHUTOFF, A DELAYED SHUTOFF, OR A SYSTEM MALFUNCTION OR A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR HARDWARE, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR TO YOUR DOWNLOADING OF ANY MATERIAL AVAILABLE ON IT, OR ON ANY WEBSITE LINKED TO IT. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

11. Limitation of Liability.

11.1. To the maximum extent permitted by law, in no event shall Developer be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, data, goodwill, or other intangible losses, arising out of or related to your use of or inability to use the App, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, even if Developer has been advised of the possibility of such damages, including, without limitation, damage caused by the shutoff of connected devices or the failure to shutoff connected devices and incorrect installation of any device by you.

11.2. To the maximum extent permitted by law, Developer's total cumulative liability arising out of or related to these Terms or the App shall not exceed the greater of: (a) the amounts you paid to Developer for access to the App during the twelve (12) months preceding the event giving rise to liability, or (b) $100, whichever is less.

11.3. Some jurisdictions do not allow certain limitations of liability or exclusion of certain damages. In such jurisdictions, the limitations and exclusions in these Terms shall apply to the fullest extent permitted by law.

12. Indemnification. You agree to defend, indemnify, and hold harmless Developer, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your violation of these Terms; (b) your misuse of the App; or (c) your violation of any law, rule, regulation, or third-party right.

13. Electronic Communications; Notice.

13.1. By using the App, you consent to receive electronic communications from Developer, which may include notices about your account and transactional or promotional messages, consistent with your preferences and applicable law.

13.2. Notices to Developer must be sent to:service@bluonyx.com. Notices are deemed given when received by Developer.

14. Governing Law; Dispute Resolution.

14.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its principles of conflicts of laws. Each of the Parties to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of Michigan located in Kent County, Michigan, and the United States District Court for the Western District of Michigan for the purpose of any suit, action, proceeding, or judgment relating to or arising out of this Agreement and the transactions contemplated by this Agreement. Each of the Parties to this Agreement irrevocably consents to the jurisdiction of any such court in any such suit, action, or proceeding and to the laying of venue in such court. Each of the Parties to this Agreement irrevocably waives any objection to the laying of venue of any such suit, action, or proceeding brought in such courts and irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

14.2. Other than a dispute for which an equitable remedy is sought, any dispute, claim, or controversy arising out of or relating to these Terms or the App that cannot be resolved through negotiation shall be finally resolved by binding arbitration administered by the American Arbitration Association under its commercial arbitration rules then in effect. The seat of arbitration shall be Grand Rapids, Michigan, the language shall be English, and judgment on the award may be entered in any court of competent jurisdiction.

14.3. To the fullest extent permitted by law, you and Developer agree that any proceedings shall be conducted only on an individual basis and not in a class, consolidated, or representative action.

14.4. To the fullest extent permitted by applicable law, each party hereby knowingly, voluntarily, and intentionally waives any right to a trial by jury in any action, suit, proceeding, claim, counterclaim, or cross-claim, whether sounding in contract, tort, statute, equity, or otherwise, arising out of or relating to these Terms of Use or the transactions, communications, or relationships contemplated hereby.

15. Miscellaneous.

15.1. These Terms are the entire and exclusive agreement between Developer and you regarding the App and its service, and these Terms supersede and replace any prior agreements between Developer and you regarding the App and its service. No amendment or modification of these Terms shall be binding unless in a writing executed by an authorized representative of Developer

15.2. No waiver of any breach of any provision of these Terms will be deemed a waiver of any preceding or succeeding breach or of any other provision of these Terms. No extension of time for performance of any obligations or acts will be deemed a extension of the time for performance of any other obligations or acts.

15.3. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of these Terms, but these Terms shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

15.4. You may not assign, transfer, delegate, or subcontract these Terms, or any of your rights or obligations under these Terms, by operation of law or otherwise, without Developer's prior written consent. Any attempted assignment or transfer in violation of this clause shall be null and void. Developer may assign, transfer, delegate, or subcontract these Terms, in whole or in part, without restriction and without notice to you.

15.5. Nothing in this Agreement shall be construed as creating any partnership, joint venture, employment, agency, fiduciary, or other relationship between you and Developer. You and Developer are independent contracting parties.

15.6. Developer shall not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by or results from events, circumstances, or causes beyond Developer's reasonable control, including acts of God, natural disasters, acts of government, labor disputes, power or internet failures, and failures of third-party systems or services.

15.7. The App is controlled by facilities in the United States of America. Developer makes no representations that the App is appropriate or available for use in other locations. If you access the App from any location outside the United States of America, you do so at your own risk and you are solely responsible for your compliance with all local laws and regulations.