

TERMS OF USE

These **Terms of Use** (hereinafter referred to as the “**Terms**” or “**Terms of Service**” or “**Terms & Conditions**”) shall govern the relationship between our company and you. This website is owned and operated by:

Company Name: Sweetwater Filtration Systems Inc (DBA Sweetwater Home Services)

EIN: 74-2455084

Registered Office: 1724 Cheddar Loop Rd Austin, TX 78728 USA

(here simply referred to as “**Company**” or “**Sweetwater Home Services**” or “**us**” or “**our**” or “**we**”). You are here simply referred to as “**you**” or “**your**” or “**user**” or “**users**” or “**customers**”. These Terms shall govern your use of our website - <https://SweetwaterHomeServices.com/> and any services provided through our website (hereinafter referred to as the “**website**” or “**Site**” or “**Platform**”).

Our company, **Sweetwater Filtration Systems Inc**, doing business as **Sweetwater Home Services**, provides information about our water softening, water treatment, core plumbing, water heaters, and air filtration products. Our services are offered in the Deep South and Central Texas, USA. Our website serves as an information portal, including details about our services, service areas, contact forms, financing options, and free in-home water assessments. (Hereinafter referred to as the “**Service**”)

Please read these Terms carefully, as these, along with our **Privacy Policy** and **Accessibility Statement** forms the entire agreement between you and Sweetwater Home Services. If you do not accept these Terms in its entirety, then you may not use the website, or any of our services.

If you have any questions about these Terms, please contact us at onlineinquiry@sweetwaterhomeservices.com.

1. ACCEPTANCE OF THE TERMS OF USE

By accessing or using our website, or by using our services, or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time at the website.
- ii. You are of **sound mind**, of **legal age**, and otherwise competent to form a binding contract with us.
- iii. We must not have previously disabled your account for violation of law or any of our policies.
- iv. You have read, understood, and consented to our **Privacy Policy** statement.

2. ALLOWED USES OF THE WEBSITE

- a) **Access Information:** You may use the website to view and read information about the water softening, water treatment, core plumbing, water heaters, and air filtration products we offer.
- b) **Service Areas:** You can check the areas we serve to determine if you are within our service region in Deep South and Central Texas, USA.
- c) **Contact Us:** You can use the contact form to get in touch with our customer support team for inquiries about our services.

- d) **Financing Information:** You can access information about third-party financing options available for our services.
- e) **Free In-Home Water Assessment:** You can learn about and apply for a free in-home water assessment to test your household's tap water quality.
- f) **Updates and News:** You can stay informed about the latest updates, news, and announcements from Sweetwater Home Services.
- g) **Information:** Whenever prompted, you must provide us with the correct, accurate, and updated information. These will be handled in accordance with the **Privacy Policy** statement posted on our website.
- h) **Material:** For the purposes of these Terms, "material" shall mean any text, sound, video, graphics, content, published on the website, whether a copyright of Sweetwater Home Services, its licensors or any third party. **(Unless stated otherwise)** You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise to create a database in electronic or paper form comprising all or part of the material appearing on the website. Unless stated otherwise, you must not reproduce any part of the website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so. However, you are allowed to use the content so generated by you using our platform in such form and manner as allowed in these Terms.

3. PROHIBITED USES

By using the website, you are prohibited from:

- a) **Unauthorized Access:** Attempting to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website or to any Sweetwater Home Services server.
- b) **Interference with Operations:** Engaging in any activity that disrupts or interferes with the proper working of the website, including the servers and networks used to make the website available.
- c) **Unauthorized Data Collection:** Using any automated means, such as robots, spiders, or scrapers, to access, collect, or harvest data from the website without express permission from Sweetwater Home Services.
- d) **Misrepresentation:** Misrepresenting your identity or affiliation with any person or entity, or providing false information in any form or manner.
- e) **Harmful Activities:** Uploading or transmitting any material that contains viruses, malware, or any other harmful code that may damage the website or the operation of any other user's computer or property.
- f) **Infringement of Rights:** Using the website in a manner that infringes upon the intellectual property rights, privacy rights, or any other rights of Sweetwater Home Services or any third party.
- g) **Illegal Activities:** Using the website to engage in any illegal activities or to promote or encourage any illegal activities.

- h) **Spam and Unsolicited Messages:** Sending unsolicited or unauthorized advertising, promotional materials, or other forms of solicitation to other users of the website.
- i) **Modification of Content:** Modifying, adapting, translating, or reverse engineering any portion of the website without express permission from Sweetwater Home Services.
- j) **Commercial Exploitation:** Using the website for any commercial purpose without prior written consent from Sweetwater Home Services, including advertising or selling any goods or services.

4. FREE IN-HOME WATER ASSESSMENT

At Sweetwater Home Services, we offer a Free In-Home Water Assessment to help you understand the quality of your household's tap water and discuss potential solutions. Here are the key details regarding this service:

- a) **Service Description:** Our Free In-Home Water Assessment involves using a test kit provided by RainSoft to analyze the quality of your household's tap water. Our specialists will visit your home, conduct the test, and discuss the results with you, including any recommendations for improving your water quality.
- b) **Eligibility:** This service is available to any homeowner within the areas we serve in Deep South and Central Texas, USA. The assessment is offered once per home.
- c) **Scheduling:** To schedule a Free In-Home Water Assessment, you can contact us through our website or call our customer support team. Please note that availability may vary, and we reserve the right to reschedule or cancel appointments as needed.
- d) **Limitations and Conditions:** The Free In-Home Water Assessment is limited to homeowners within our service area. We may deny or cancel the assessment without providing a reason. This service is a one-time offer per household.
- e) **Right to Deny:** We reserve the right to reschedule, cancel, or deny the Free In-Home Water Assessment for any reason without prior notice.
- f) **Contact Information:** If you have any questions about the Free In-Home Water Assessment or would like to schedule an appointment, please contact us at onlineinquiry@sweetwaterhomeservices.com or call our customer support team.

5. FINANCING OPTIONS

At Sweetwater Home Services, we understand that investing in water softening, water treatment, core plumbing, water heaters, and air filtration products can be a significant financial commitment. To help make our services more accessible, we offer financing options through third-party financing service providers. Here are the key points regarding our financing options:

- a) **Third-Party Providers:** Financing for our products and services is provided by independent third-party financing service providers. Sweetwater Home Services acts solely as a facilitator, connecting you with these financing providers.
- b) **Terms and Conditions:** All financing arrangements, including the terms, conditions, interest rates, and repayment schedules, are governed by the third-party financing providers. Sweetwater Home Services does not have control over these terms and conditions.

- c) **Application Process:** To apply for financing, you will need to complete an application with the third-party financing provider. The provider will evaluate your application based on their criteria and make all approval decisions.
- d) **No Influence or Control:** Sweetwater Home Services does not influence or control the approval process, terms, or conditions of any financing agreement. We are not responsible for the actions, decisions, or policies of the third-party financing providers.
- e) **Important Considerations:** Before entering into any financing agreement, we strongly recommend that you carefully review all documents and terms provided by the third-party financing provider. Make sure you understand your obligations and any potential costs involved.
- f) **No Liability:** Sweetwater Home Services is not liable for any issues or disputes arising from financing agreements between you and the third-party financing provider. Any concerns or questions regarding your financing agreement should be directed to the provider.
- g) **Customer Support:** If you have any questions about the financing options available, you can contact our customer support team at onlineinquiry@sweetwaterhomeservices.com for assistance. We can provide information about the financing providers we work with and help you start the application process.

6. OWNERSHIP RIGHTS

- a) **Intellectual Property of Sweetwater Home Services:** All content, features, and functionality on the Sweetwater Home Services website, including but not limited to text, graphics, logos, images, audio, video, and software, are the exclusive property of Sweetwater Filtration Systems Inc., doing business as Sweetwater Home Services, or its licensors. This content is protected by copyright, trademark, patent, trade secret, and other intellectual property laws. The Sweetwater Home Services name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Sweetwater Filtration Systems Inc., or its affiliates or licensors. You must not use such marks without prior written permission. All other names, logos, product and service names, designs, and slogans on this website are the trademarks of their respective owners. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our website, without our prior written permission.
- b) **Feedback and Suggestions:** Any feedback, comments, ideas, improvements, or suggestions provided by users to Sweetwater Home Services regarding the website or its services shall remain the sole and exclusive property of Sweetwater Home Services. Sweetwater Home Services shall be free to use, copy, modify, publish, or redistribute the feedback for any purpose and in any way without any credit or any compensation to the user.

7. PRIVACY

In order to see what personal and non-personal information we collect and how we use or store or share the same, please refer to the detailed **Privacy Policy** statement available on our website.

8. LINKS TO THIRD-PARTY SITES

The Sweetwater Home Services website may contain links to third-party websites or services that are not owned or controlled by Sweetwater Home Services. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You shall use all third-party links at your own risk, and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you may be taken to such a third-party website, and you get out of the jurisdiction of our website. Therefore, you shall be governed by the legal policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links or inaccuracy of content or wrong information, Sweetwater Home Services shall not be responsible.**

9. GENERAL DISCLAIMER

The information provided on the Sweetwater Home Services website is for general informational purposes only. While we strive to ensure that the content is accurate and up-to-date, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

- a) **No Warranty of Accuracy:** Sweetwater Home Services does not warrant that the information on this website is accurate, complete, or current. The content is provided “as is” and “as available” without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
- b) **Service Availability:** We do not guarantee that the services described on our website will be available at all times in the areas listed. Service availability may vary based on factors outside of our control.
- c) **Third-Party Information:** The website may include information provided by third parties, including opinions and advice. Sweetwater Home Services does not warrant or guarantee the accuracy, completeness, or reliability of such third-party information and assumes no responsibility for any reliance thereon.
- d) **No Professional Advice:** The information on the website is not intended to replace professional advice. We recommend consulting with a qualified professional before making any decisions based on the content provided on our website.
- e) **Website Functionality:** Sweetwater Home Services does not warrant that the website will be uninterrupted, secure, or free from errors, viruses, or other harmful components. We are not responsible for any technical issues or problems with the website or its compatibility with your device or browser.
- f) **Changes to Content:** We reserve the right to modify, update, or remove content on our website at any time without prior notice. We are not liable for any consequences of such changes.
- g) **External Links:** Our website may contain links to external sites that are not operated by Sweetwater Home Services. We have no control over the content and practices of these sites and cannot accept responsibility or liability for their respective policies.

- h) **Financial Information:** Any financial information provided on our website, including financing options, is for informational purposes only and should not be considered financial advice. Users are advised to consult with financial advisors or institutions directly for personalized financial advice.

10. ADA ACCESSIBILITY DISCLAIMER

Sweetwater Home Services is committed to ensuring that our website is accessible to individuals with disabilities in accordance with the Americans with Disabilities Act (ADA). For detailed information on our accessibility measures, standards, and contact options for assistance, please refer to our **Accessibility Statement** posted on our website. We strive to provide a website that is usable by all people, regardless of their abilities or disabilities. However, we recognize that accessibility is an ongoing effort, and there may be areas where we can improve.

- a) **Best Efforts:** We have made and will continue to make efforts to improve the accessibility of our website by following guidelines and standards for accessibility. This includes the use of bold, legible fonts with high contrast backgrounds and ensuring that all elements are labelled with assistive touch standards.
- b) **Standards and Guidelines:** Our website adheres to the Web Content Accessibility Guidelines (WCAG), which provide recommendations for making web content more accessible to people with disabilities.
- c) **No Guarantee:** While we strive to make our website as accessible as possible, we cannot guarantee that every page will be fully accessible to every individual. There may be instances where content or features are not fully compliant with accessibility standards.
- d) **User Adjustments:** At this time, our website does not offer adjustable settings for text size or color contrast. Users who require specific adjustments may need to use external tools or browser settings to meet their accessibility needs.

By using our website, you acknowledge and agree that accessibility is an ongoing effort and that we are committed to working towards improving our website's usability for individuals with disabilities. If you have any questions or concerns about our accessibility efforts or need assistance, please do not hesitate to contact us.

Thank you for your understanding and cooperation in making our website accessible to everyone.

11. LIMITATION OF LIABILITY

Sweetwater Home Services, owners, founders, affiliates, directors, employees, agents, suppliers, or licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use our services. The limitations of liability outlined here are subject to applicable law. In jurisdictions that do not allow the exclusion or limitation of certain damages, Sweetwater Home Services' liability shall be limited to the greatest extent permitted by law.

12. LEGAL ACTION

If you are found to be degrading, tarnishing, maligning the image, goodwill, or reputation of **Sweetwater Home Services**, by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

13. INDEMNIFICATION

You acknowledge to defend, indemnify, and hold Sweetwater Home Services, its owners, affiliates, subsidiaries, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as “**Indemnified Party**”) harmless from and against any claim, disputes, fine, liability, demand, or expense, including reasonable legal counsel’s fee, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;
- b) Your wrongful or improper use of our services, or website;
- c) Your violation of any applicable laws, rules, or regulations;
- d) Your violation of these Terms or any other policy of ours as associated with our services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- a) **Governing Law:** The Terms and any dispute arising from the same will be governed by applicable laws of the **State of Texas (USA)**.
- b) **Good Faith Negotiation:** In the event of any dispute, claim, or controversy arising out of or in connection with these Terms of Use, the parties agree to first attempt to resolve the matter through good-faith negotiations. The party seeking resolution must provide written notice to the other party, outlining the nature of the dispute and proposing a resolution. The receiving party shall respond in writing within a reasonable time.
- c) **Injunctive Relief:** Notwithstanding the dispute resolution procedures outlined above, either party may seek injunctive relief or other equitable remedies from a court of competent jurisdiction to prevent irreparable harm or address urgent matters.
- d) **Exclusive Jurisdiction:** All disputes must first be attempted to be resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate courts located in **Travis County, Texas (USA)**.

15. NOTICES

When you use the website or send emails to Sweetwater Home Services, you are communicating with us electronically. You consent to receive physically or electronically any communications related to your use of this website. Sweetwater Home Services will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to onlineinquiry@sweetwaterhomeservices.com.

16. GENERAL PROVISIONS

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** In case of any breach or threatened breach to the provisions of these Terms, we reserve the right to suspend and/or revoke your access to our service and website, at our sole discretion.
- iv. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.
- v. **Waiver:** Our failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms.
- vi. **Survival:** Notwithstanding any other provisions of these Terms of Use, or any general legal principles to the contrary, any provision of these Terms of Use that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms of Use, for any reason whatsoever.
- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.
- viii. **No Assignment:** You may not assign these Terms of Use (or any rights, benefits, or obligations hereunder) by operation of law or otherwise without the prior written consent of Sweetwater Home Services, which may be withheld at Sweetwater Home Services' sole discretion. Any attempted assignment that does not comply with these Terms of Use shall be null and void.
- ix. **Entire Agreement:** The **Terms, Privacy Policy, and Accessibility Statement**, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between Sweetwater Home Services and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (*whether oral or written*) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our website.
- x. **Force Majeure:** Sweetwater Home Services and its third-party service providers will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, communication line failures, technical issues, bugs, errors, power failures and/or similar incapacities.
- xi. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site or our Services after any amendments to the Terms shall constitute your acceptance to such amendments.

17. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE

In the event you have any grievance regarding anything related to these **Terms or Privacy Policy**, or with any content or service of Sweetwater Home Services, in that case you may freely write your concerns to the Grievance Officer/Designated Officer at:

- **Name:** Chrisitan Hawkins
- **Email:** christian@sweetwaterhomeservices.com
- **Postal:** 1724 Cheddar Loop Rd Austin, TX 78728

18. FEEDBACK AND INFORMATION

We welcome your questions or comments regarding the Terms. You can write to us via email: onlineinquiry@sweetwaterhomeservices.com.

Last updated on **June 04, 2024**.