

Global Water Resources Website Terms of Use

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Global Water Resources, Inc. (“Global Water”, or “we”, “us”, or “our”, as applicable) provides the website at gwresources.com (together with all subdomains and related websites, the “Website”) for your information. In this document, “use of the Website” or similar language means: your accessing the Website; sending or receiving email or other electronic communications to or from us; accessing materials and other content available through the Website; registering for an account or other limited-access materials; and other similar events or services offered in connection with the Website.

By using the Website, you agree to the following Terms of Use. If you do not accept these Terms of Use, please do not use the Website.

1. Amendment to Terms of Use. We reserve the right to amend these Terms of Use from time to time in our sole discretion, and will post and maintain the most recent version of these Terms of Use on the Website. We may not notify Website visitors of any such amendments by e-mail or other personal contact. You are responsible for reviewing these Terms of Use upon each visit to the Website. You can determine if the Terms of Use have been revised since your last visit by referring to the “Last Modified” date at the top of this document.

2. Limited Right to Use the Website. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, and/or other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for Global Water business purposes only, and for no other purpose. Our name, logo, and all related names, logos, product and service names, designs and slogans are trademarks of us or our affiliates or licensors. Other than nominative uses, you must not use such marks without our prior written permission. Global Water reserves the right to restrict access to the Website or portions thereof at its sole discretion.

You may print and copy information contained on the Website for your own personal, private, noncommercial use.

3. User Representations; Prohibited Uses. You represent and warrant that (a) your use of the Website is legal in, and does not violate any laws, rules or regulations of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Website; (b) all information you provide to us is correct, true, accurate, complete, and non-misleading; (c) you have the legal right and ability to enter into these Terms of Use and to use the Website in accordance with these Terms of Use; and (d) your use of the Website shall be in accordance with these Terms of Use and all applicable laws, rules or regulations.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to:

- Use the Website in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Use the Website to copy, store, host, transmit, send, use, publish, or distribute any material which consists of, is linked to, or facilitates the operation of any spyware, virus, Trojan horse, worm, keylogger, rootkit, or other malicious computer software;
- Conduct any systemic or automated data collection activities (including without limitation any scraping, data mining, data extraction, data harvesting, or the like) on or in relation to the Website;
- Access or interact with the Website using any robot, spider, or other automated means;
- Use data collected from the Website for any direct marketing activity, or to contact any individual, company, or other person or entity.
- Send, knowingly receive, upload, download, use or re-use any material which violates these Terms of Use;
- Impersonate or attempt to impersonate Global Water, a Global Water employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Global Water or users of the Website or expose them to liability;
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website; or
- Republish, redistribute, sell, rent, exploit for a commercial purpose, show in public, or sub-license any material from the Website.

4. No Representations or Warranties. We make no representation or warranty of any kind with respect to the Website or the content contained on or accessible through the Website. Your use of the Website is at your own and sole risk. We attempt to provide accurate information, but the Website is for general reference and informational purposes only. We assume no responsibility for errors or omissions in the content of the Website, and make no commitment to update such content. We do not promise that the Website will be error-free or uninterrupted, that defects will be corrected, or that use of the Website will produce any specific results. Your sole and exclusive remedy for issues relating to the use of, or the content on or accessible through, the Website shall be to discontinue accessing the Website and using the content so obtained.

5. Accessing the Website. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website, and ensuring that all persons who access the Website through your internet connection

are aware of these Terms of Use and comply with them. You agree that all information you provide to this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our *Privacy Policy* and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

6. Indemnification. You agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, representatives, successors, and assigns harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (collectively, "Losses") that constitute, or arise out of or in connection with your (a) failure to comply with any of these Terms of Use or (b) use of the Website. These defense and indemnification obligations will survive these Terms of Use and your use of the Website. We have no obligation whatsoever to indemnify, defend, or hold you harmless from any Losses resulting from, relating to, or arising out of, these Terms of Use or the Website.

7. Release, Disclaimer and Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU HEREBY WAIVE, DISCLAIM, AND RELEASE US, OUR SUBSIDIARIES AND AFFILIATES, AND THE RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, COUNSEL, INSURERS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH OF THE FOREGOING (COLLECTIVELY, THE "GLOBAL WATER PARTIES") FROM ALL CLAIMS OF ANY KIND (SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR ACTUAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES AND COSTS, OR CLAIMS FOR INTEREST, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) THAT CONSTITUTE, RELATE TO, OR ARISE OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, YOUR ACCESS TO AND/OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE, OR (II) THE USE OF ANY INFORMATION OR MATERIAL CONTAINED ON OR ACCESSED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND ALL SERVICES OF GLOBAL WATER ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, OUR CUMULATIVE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$100.00 (ONE HUNDRED DOLLARS).

8. Governing Law; Dispute Resolution. These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the state of Arizona, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any cause of action by you with respect to the Website (including, but not limited to, these Terms of Use) must be instituted within one year after the cause of action arose or be forever waived and barred. You agree that any claim or dispute you

may have against the Company arising out of or related to use of this Website must be resolved exclusively by a state or federal court located in Maricopa County, Arizona. You agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona for the purpose of litigating all such claims or disputes.

9. Severability. If any part of these Terms of Use is declared unlawful, void or for any reason unenforceable by any court in any jurisdiction, then such term will be deemed severable from the remaining terms in such jurisdiction and will not affect the validity and enforceability of such remaining terms. Headings are for reference purposes only and do not limit the scope or extent of such section.

10. DMCA. If you believe that content hosted on the Website infringes your copyright, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail: DMCA Designated Agent
 c/o Global Water Resources, Inc.
 21410 N. 19th Avenue, Suite 220
 Phoenix, AZ 85027

11. All Rights Reserved. The Website and related materials are the proprietary property of Global Water. No right or license in or to any portion of the Website is granted to you except as expressly stated herein.

12. General Provisions. The failure by either party to exercise or enforce any rights or provisions of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use, including any other applicable terms and conditions or rules that govern your use of individual services, which are either incorporated herein by specific reference or posted on the Website from time to time, comprises the entire agreement between you and Global Water and supersedes any and all prior agreements regarding the subject hereof. These Terms of Use are binding upon and inures to the benefit of the respective successors and assigns of the parties. These Terms of Use are solely for the benefit of Global Water and you, and shall not be construed for the benefit of any third party.