

Name Change Form

Please note that:

You must be 18 years of age or older and have a valid Social Security Number

Application is hereby made to request a rental service for the Water Purification System

Change Name To

* Full Name:

* Account Number:

* Address:

* Home Phone: (_____) _____

* Cellular Phone: (_____) _____ *E-mail: _____

* Social Security Number: _____ - _____ - _____ * Driver's License Number: _____ State _____

* Contract Period:

Signatures

Applicant's Signature

Date

Co-Applicant's Signature

Date

Security & Privacy

Please read the [Security & Privacy](#) and check the box below.

I have read and agree to the [Security & Privacy](#).

Security involves making sure that any sensitive information such as social Security Number or personal contact number information that you may provide is treated in a safe and secure manner.

Privacy refers to information we gather and check about your credit information, and the use we make of it.

The information provided explicitly by you, the applicant, includes:

Name, address, telephone number, e-mail address (if you have one), and Social Security Number

So, you agree that we can check and use your personal credit score to decide serving you.

Terms & Conditions

Please read the Master [Terms & Conditions](#) and check the box below.

I have read and agree to the Master [Terms & Conditions](#).

*All orders submitted require a signed credit/rental application. The back of this credit/rental application contains the terms & conditions. The customer must agree upon all the terms and conditions.

MASTER TERMS AND CONDITIONS

The person whose signature appears on the front of this Credit Application and Agreement (“Agreement”) represents and warrants that he or she is authorized and empowered to execute this Agreement and agrees to the following terms and conditions. This Agreement to **lease/rent** equipment is made and effective by signing this contract. ALWS, Inc. (herein also referred to as “Lessor”, “Company”) desires to **lease** to Customer (herein also referred to as “Lessee”, “Recipient”) and Recipient desires to **lease** from Company, certain tangible personal property.

1. LEASE: Company hereby **leases** to Customer, and Customer hereby **leases** from Company, the following described product: shown in the application form.

2. PRIVACY AND RELEASE OF INFORMATION.

- Customer authorizes Company to contact any parties named herein and to verify any information contained in this agreement or as otherwise provided by Customer;
- The customer authorizes all parties he or she has provided information to Company (bank, employer, etc.) to release information to Company and commits to hold these parties harmless with regard to such information;
- It is agreed that Company is authorized to obtain individual credit reports on the individual(s) for the purpose of determining credit worthiness; and
- Company will not share Customer’s personal information with anyone except for Company’s authorized service providers.

In general, Company may use and/or share Customer’s Personal Information:

- To respond to Customer inquiries and Customer requests regarding Company’s Services.
- To send Customer information regarding Company’s services and changes to Company’s terms, conditions, and policies.
- To send Customer marketing communication and newsletters about Company’s Services. The Company likes to keep its customers informed of developments of interest to them. If Customer does not wish to receive publications or details of events or seminars that Company considers may be of interest to Customer, please let Company know by emailing customer@aqualifewater.com.

Company reserves the right to disclose Personal Information that Company believes to be necessary or appropriate in the following circumstances:

- As required by law, such as to comply with a subpoena, or similar legal process.
 - When Company believes in good faith that disclosure is necessary to protect Company’s rights, protect Customer safety or the safety of others, investigate fraud, or respond to a government request.
 - To enforce Company’s Master Terms and Conditions.
 - To allow Company to pursue available remedies or limit the damage Company may sustain.
- e. **Customer Credit Card Information.** The Company may use a third party payment processor(s) to keep a protected copy of Customer’s credit card number. This billing data belongs to Customer, and by agreeing to these Master Terms and Conditions, Customer grants the Company a license to use this data to bill Customer for services rendered.
- f. **Security.** Company maintains reasonable and appropriate, although not infallible, security precautions. However, Company cannot guarantee that hackers or unauthorized personnel will not gain access to Company’s Personal Information, despite Company’s reasonable efforts.
- g. **SMS Marketing.** Company may, from time to time, and with Customer’s consent, provide Customer special offers via SMS (“text”) messaging. Company sends text messages through automated technology. To stop text messages from Company, send STOP or reply stop to any text message Customer receives. For more information, please contact Company’s support team at customer@aqualifewater.com. Message and data rates may apply.
- h. **Data Retention.** Company will retain Customer’s Personal Information for as long as needed to provide the applicable Services, unless a longer retention period is required or permitted by law.
- i. Pursuant to the requirements of the California Uniform Commercial Code – Bulk Transfer Law, Section 6-102, Customer agrees to notify Company in writing and in a timely manner of any changes in information provided.

3. TERMS OF LEASE/PURCHASE:

- Pricing is set and cannot be changed; and may be paid with a credit card accepted by Company.
- The acceptance of any individual order and terms of payment on all sales and orders are subject to prior approval by Company Credit Department;
- It is agreed that all orders are subject to 100% pre-payment;
- Customer will inspect the product within five (5) days after receipt. Unless Customer gives a written notice to Company within that time frame specifying any defect in the property, Customer agrees that it will be conclusively presumed that Customer has fully inspected the product and acknowledges that the property is in good condition and that Customer is satisfied with and has accepted the product in good condition.
- As for rental products, Customer may be liable to Company if the rental product is lost and/or for damage to the rental product caused by Customer’s negligence and recklessness.
- As for rentals, If by any reason, the rental price is not paid when due, Customer shall pay a late charge on the balance due remaining unpaid in the amount of one and one-half percent (1 ½ %) of the unpaid balance per month, provided however, that nothing herein

shall require the payment of any amount in excess of the maximum amount permitted by law. Late charges shall be payable on demand.

- The imposition or payment of said late charge shall not be deemed to extend the due date of any payment of the purchase/rental price.
- A fee for bounced checks in the amount of \$25.00 for the first bounced check and \$35.00 for all checks bounced thereafter will be charged to Customer.
 - When Customer moves within the service area, Company shall upon a 30-day written notice by Customer, reinstall the product at the new location with a charge for labor within service area, as specified in Addendum A. Company has the sole right to modify the charges in Addendum A by providing Customer a copy of said modifications in writing.
 - The terms of this Agreement shall commence on the date installation has been completed and shall expire upon the completion of the contract term as shown in the application form.
 - The rent or payment for the product shall be paid in advance in full.
 - Customer shall use the product in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the product.
 - If Customer fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, Company shall have the right to exercise any one or more of the following remedies:
 - To declare the entire amount of rent immediately due and payable without notice or demand to Customer
 - To sue for and recover all rents and other payments, then accrued or thereafter accruing.
 - To take possession of the product, without demand or notice, wherever product may be located, without any court order or other process of law. Customer hereby waives any and all damages occasioned by such taking of possession.
 - To terminate this Agreement.
 - To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Company may take, Customer shall be and shall remain liable for the full performance of all obligations on the part of the Customer to be performed under this Lease and all costs incurred by Company relative to any default shall be paid by Customer. All of Company’s remedies are cumulative, and may be exercised concurrently or separately.

- Neither this Agreement nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Customer, or if the Customer is adjudged insolvent, or if Customer makes any assignment for the benefits of his/her creditors, or if a writ of attachment or execution is levied on the product and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Customer is a party with authority to take possession or control of product, Company shall have and may exercise any or more of the remedies set forth in these terms & conditions; and this Agreement shall, at the option of Company, without notice, immediately terminate and shall not be treated as an asset of Customer after the exercise of said option.
- As to a rental product, said product shall at all times be and remain, the sole and exclusive property of Company; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.
- Company may cancel and terminate any order acceptance, or any contract relating thereto, if Company determines that it cannot install the item(s) covered hereby.
- Any Lease will renew automatically on a month-to-month basis unless Lessee notifies Company in writing thirty (30) days prior to Lease term completion.
- If for any reason Lessee terminates this Agreement before the initial term expires (“Early Termination”), Lessee shall pay Company a penalty in the amount equal to any and all amounts due in the remaining initial term. Full payment of such penalty shall be due to Company within ten (10) days from the Early Termination date. The penalty amount may be deducted from any Security Deposit made.

4. MAINTENANCE AND REPAIRS:

- Company must be notified of damages within 48 hours of receipt of product in order to obtain a schedule an inspection and/or after-service call to determine if a return authorization is required. Return authorizations are processed through Company’s Customer Service. All returns are subject to a fifteen percent (15%) restocking fee, minimum \$5.00.
- Customer must receive prior written authorization to return any goods to Company. UNAUTHORIZED RETURNS will be refused.
- Credits will be made after inspection of product.
- As to rentals, Lessee will assume all obligations and liabilities with respect to the possession of the rental product, and for its use, condition, and storage until this Agreement is terminated. Lessee will, at Lessee’s own expense, maintain the property in good mechanical condition and running order, allowing for reasonable wear & tear.
- As to rentals, Lessee shall inform Company of any problems to keep the product in good repair, condition and working order and Company shall furnish any and all parts, mechanisms and devices required to keep the product in good mechanical working order.
- As to rentals, Upon the expiration or earlier termination of this lease, Lessee shall call Company to return the product to Company in good condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by making an appointment to return product to Company.

g. Company’s sole obligation in respect to any defect in the product(s) covered hereby or in

