

Terms of Service

BCS Laundry Mom is pleased to provide pick-up and delivery laundry services to residents and businesses of Bryan-College Station and beyond! Our services are subject to the terms and conditions below. Your use of BCS Laundry Mom services (“Services”) indicates your agreement to be bound by the terms and conditions contained herein. Please read the following provisions carefully and let us know if you have any questions. We look forward to doing business with you!

1. User Agreement

By utilizing our Services, you agree to: (a) review the pricing to be charged for your use of the services; and (b) authorize BCS Laundry Mom and its affiliates to charge your card for any and all fees incurred by your use of Services, should you fail to pay the invoice within 5 days of delivery; and (c) laundry may not be delivered if orders are not paid. BCS Laundry Mom reserves the right to hold back deliveries and/or refuse additional services until there is payment for services rendered. You agree that BCS Laundry Mom may contact you by text message, emails, and phone calls with information about your Services, account balance, and other BCS Laundry Mom operations.

2. BCS Laundry Mom Team Members

BCS Laundry Mom Team Members (“Team Members”) are independent contractors of BCS Laundry Mom. Team Members are responsible for executing Services with respect to your specified needs, such as but not limited to pick-up/drop-off, and laundering to instruction and personal preferences, if any. Team Members have independent control over the means and methods of providing services, excepting that pickups and deliveries are made on time.

3. Pick-up/Delivery

All services will be provided by a Team Member. Pick-up/Delivery will take place on a predetermined day and frequency as determined by you, except on certain holidays. BCS Laundry Mom requires at least a (24) hour notice prior to any change or cancellation. Cancellations made within 8-24 hours of pickup are subject to \$15 cancellation fee. Cancellations made within 8 hours of pickup are subject to a \$30 cancellation fee.

Under your discretion, you are able to leave your items at a secure spot for pick up, along with a description of the location. If no location is specified for delivery, delivery will be made in the same spot items were for pickup. Items left for pick up are not under our care until we have retrieved the order. Once delivery has been made, we will not be held responsible for any lost or damaged items. BCS Laundry Mom and its Team Members are not responsible for, and shall not pay for, any loss, damage or theft of items left unattended by the customer for pick-up or delivery.

Services will be provided in either a 1-day turn around or 2-day turn around from the date of pick up. If your order meets the following circumstances there may be an extension:

- *The order is larger than 100 lbs in weight.

- *Requires additional processing for extra drying time or other items or services either requested or approved by the customer which require additional processing time.
- *A new date and time has been established and accepted by both parties.

4. Missed Pickup

If a scheduled pickup is missed, you must coordinate with BCS Laundry Mom to reschedule. You may be subject to a travel fee in the amount of \$30 if you fail to have your laundry out and ready for pickup by the beginning of the pickup/delivery window. The travel fee may be waived by providing notice of delay or cancellation at least (24) hours prior to your scheduled pickup.

5. Payment

All online payments are processed through BCS Laundry Mom's secured Third Party payment system. Customers understand by inputting their payment information it is authorization as payment for services rendered. Invoices are sent within 24 hours of delivery, and payment is due no later than the due date stated thereon. A late fee of \$25 per day will apply daily and you will receive regular reminders until the balance is settled. If there is a card on file, your payment card may be charged the amount of your Services plus applicable fees after 5 days. BCS Laundry Mom reserves the right to request payment upfront prior to delivery and apply a \$25 daily fee for storage past the initial delivery date should you fail to settle the invoice by the initial delivery date. If we are unable to receive compensation within one month of your clothes being delivered or one month past the due date, we reserve the right to then transfer the uncollected balance to a collections agency.

6. Contaminated Items

The customer agrees not to include any of the following items inside their laundry bag (i) non-washable items, (ii) items that are labeled for dry cleaning only, (iii) items that have been exposed to bed bugs, (iv) items that have been exposed to or have come into contact with bio hazardous materials including, without limitation: feces, urine, blood, mold, mildew, lice and other bugs, irrespective of whether such contact or exposure resulted in visible; or (v) any other items not meant for laundering. Should items that have been exposed to (iii) bed bugs, (iv) hazardous materials be sent for processing BCS Laundry Mom reserves the right to charge for any services or products needed to mitigate damages caused to the Team Member including but not limited to: workspace, vehicle, physical body, and compensation for the time required to remedy the situation. BCS Laundry Mom also reserves the right to return contaminated items unprocessed if the items are discovered as contaminated pre-processing and a travel fee will be charged. Any items that are excessively dirty and need additional treatments such as double wash or double rinse are subject to additional fees.

7. Garment Care

BCS Laundry Mom cannot guarantee against color loss, bleeding, shrinkage, or other such damage to garments no matter how gentle the wash cycle. BCS Laundry Mom is not liable for any damage due to laundering of items, damage resulting from items left in

or with clothing, bleeding of colors, shrinking or any other alteration resulting from washing procedures. BCS Laundry Mom Team Members do not read cleaning instruction labels and are not responsible for special care items, such as dry clean only items, which are included in the laundry bag. BCS Laundry Mom does not take responsibility for any loose items submitted with Customer's laundry causing damage.

BCS Laundry Mom Team Members may refuse to clean any garment at their sole discretion. BCS Laundry Mom is not responsible for loss of or damage to any personal or non-cleanable items left in the clothing or laundry bags such as money, jewelry, or any other item. The customer agrees not to leave such items in their clothing or in their laundry bags and acknowledges by sending items that they have checked all pockets.

8. Damaged or Lost Items

Claims must be reported within (3) days of delivery. Claims submitted more than (3) days from delivery will not be considered. In any event, BCS Laundry Mom's aggregate liability shall not exceed an amount of (\$100) USD. A receipt or proof of purchase will be required.

BCS Laundry Mom shall not take responsibility for any loose items, including without limitation, watches, jewelry, cufflinks, and other personal items which are not typically included as part of an order for laundering services, which are lost. Additionally, BCS Laundry Mom is not liable for items misplaced before pick up or after delivery.

9. Miscellaneous

BCS Laundry Mom reserves the right to discontinue services at its discretion without advance notice to you. Neither Customer nor BCS Laundry Mom shall be liable to the other for any failure or delay in its performance due to any cause beyond its control.

This Agreement constitutes the entire agreement between you and BCS Laundry Mom relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and BCS Laundry Mom. BCS Laundry Mom may revise the Terms at any time by updating this posting. You should review the Terms from time to time to determine if any changes have been made. Your continued access to or use of the BCS Laundry Mom website or Services after any changes have been made to the Terms signifies and confirms your acceptance of such changes.