

Terms of Service Agreement

BCS Laundry Mom is pleased to provide pick-up and drop-off laundry services to residents and businesses of Bryan-College Station! Our services ("Service(s)") are subject to these terms and conditions. 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 (the "Client") agree: (a) to review the pricing to be charged for your use of the services; (b) to authorize BCS Laundry Mom and its affiliates to charge your card for any and all fees and expenses incurred by your use of Services; and (c) that laundry will not be delivered until all amounts owed to BCS Laundry Mom have been paid.

BCS Laundry Mom reserves the right to refuse service. Client agrees that BCS Laundry Mom may contact them by text message, emails, and phone calls with information about 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 including pick-up and drop-off, and laundering to your specific needs and preferences.

3. Pick-up/Drop-off

With the exception of holidays, pick-up/drop-off will take place on a regular predetermined schedule as determined by Client.

Client may choose, at their own risk, to leave items at a secure location for pick-up. If no location is specified for drop-off, drop-off will be made in the same location from which items were picked up. Client is responsible for communicating the pick-up location. BCS Laundry Mom is not responsible for items lost or damaged prior to being picked up or after having been dropped off.

Only laundry placed in branded BCS Laundry Mom laundry bags will be picked up unless otherwise communicated, with the exception of the initial pick up. All laundry will be returned in BCS Laundry Mom bags and, if additional bags are required, Client shall be responsible for additional charges of extra bags.

Turnaround times will ordinarily be 1 to 2 days from pick-up. There may be exceptions for Services that:

- are picked up on a Friday, Saturday, or Sunday;
- are larger than 55 lbs in weight;
- are exceptionally dirty or odorous requiring more than one wash;

- require extra drying time or other items or services either requested or approved by Client which require additional processing time; or
- a new date and time has been established and accepted by both parties.

4. Missed pick-ups, Cancellations, and Delays

If Client misses a scheduled pick-up, Client must coordinate with BCS Laundry Mom to reschedule. You may be subject to a travel fee in the amount of \$45 if you fail to have your laundry out and ready for pick-up by the beginning of the pick-up/drop-off window or other agreed-upon time.

BCS Laundry Mom requires at least a 24-hour notice prior to any change or cancellation. Cancellations made within 24 hours of pick-up are subject to a \$30 cancellation fee. A delay fee of \$15 will be assessed if laundry is not ready at the time BCS Laundry Mom Team Members arrive for pick-up and the Team Member chooses to wait for possession.

5. Payment

All online payments are processed through BCS Laundry Mom's secured Third Party payment system. Client understands that by inputting their payment information they are authorizing the third-party payment processor to charge their credit card or other account as payment for all services and other fees owed to BCS Laundry Mom. Invoices are sent within 24 hours of drop-off, and payment is due no later than the due date stated thereon. A late fee of \$25 per day will apply daily after 5 days 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 drop-off and apply a \$25 daily fee for storage, in addition to the late fee, past the initial drop-off date should you fail to settle the invoice by the initial drop-off 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 all legal remedies including but not limited to proceeding to court and/or transfer the uncollected balance to a collections agency.

6. Contaminated Items

The Client agrees not to include any of the following items inside their laundry bag: (i) non-washable items or any other items not meant for laundering, (ii) items that are labeled for dry cleaning or hand wash only, (iii) items that have been exposed to bed bugs, fleas, lice, or other insect contaminations, (iv) items that have been exposed to or have come into contact with biohazardous materials including, without limitation: feces, urine, blood, mold, mildew, whether or not such contact or exposure resulted in visible evidence. Should items that have been exposed to (iii) insect contaminations, or (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 BCS Laundry Mom, the Team Member, or equipment 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.

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.

8. Damaged or Lost Items

Claims for damaged or lost items must be reported within 1 day of drop-off. Claims submitted more than 1 day from drop-off will not be considered. In any event, BCS Laundry Mom's aggregate liability shall not exceed an amount of \$100 per incident. BCS Laundry Mom may require reasonable evidence of the value of lost or damaged items, such as a receipt.

9. Miscellaneous

BCS Laundry Mom reserves the right to discontinue services at its sole discretion and without notice to Client. Neither Client nor BCS Laundry Mom shall be liable for any failure or delay in performance due to any cause reasonably beyond their control.

This Terms of Service Agreement constitutes the entire agreement between Client and BCS Laundry Mom relating to the matter at hand, and supersedes all prior agreements whether electronic, oral, or written between you and BCS Laundry Mom. BCS Laundry Mom reserves the right to change these Terms of Service at-will by updating this posting. Client should review the Terms regularly to determine if any changes have been made. Your continued use of Services after any changes have been made to the Terms signifies and confirms your acceptance of such changes.

This Agreement is to be interpreted according to the laws of the State of Texas. All disputes arising out of or pertaining to this Agreement are to be adjudicated in a court of appropriate jurisdiction in Brazos County, Texas. Parties agree to submit to the jurisdiction and venue of such courts. Should any portion of this Agreement be found to be unenforceable or illegal, that portion shall be severed and the rest of the Agreement shall remain in force.