

CUSTOMER TERMS AND CONDITIONS

These Customer Terms and Conditions (these “**T&C**”) set forth all of the rules, policies, terms and conditions that will govern the business relationship between you (the “**Customer**”) and Clean Madam LLC, its affiliates, parents, and subsidiaries (collectively, the “**Company**”).

The Company operates a technology platform, including a mobile application, internet website, telephone answering service and related services (collectively, the “**Platform**”), that connects providers of cleaning services (“**Cleaning Providers**”) with customers seeking cleaning services. By placing an order via the Platform to be connected with a Cleaning Provider to receive cleaning services, the Customer agrees to be bound by these T&C. These T&C constitutes a legal agreement and governs the Customer’s use of the Platform and all communications and transactions between the Customer, the Company and any Cleaning Provider.

1. To receive Cleaning Services, Customer shall place an order on the Platform requesting Cleaning Services at the time and location and for the duration desired by Customer (a “**Booking**”). The Company, via its Platform, shall attempt to match Customer with a Cleaning Provider available to provide the Cleaning Services for such Booking. All areas to be cleaned by the Cleaning Providers must be specified in the Booking and only such areas to will be cleaned by the Cleaning Providers unless additional Services are agreed to by the Company. The Company reserves the right to refuse a Booking for any reason in its sole discretion. Should a Booking overlap with a meal time, Cleaning Providers are entitled to a 15 minute break. While not required, the Company recommends that Customers provide the Cleaning Providers with food and drink during meal times.
2. The Customer must provide the Company with at least 24 hours’ notice prior to the date of the booking if they wish to suspend, postpone, or cancel the Service for any reason. A cancellation fee in the amount of \$25 will be applied for cancellations by the Customer for any reason within 24 hours of a scheduled booking.
3. At the time a Booking is ordered, Customer must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Booking location. In the event that the Customer does not provide unencumbered access to the Booking location for the Cleaning Providers to provide the Cleaning Services, the Booking shall be automatically terminated and the Customer agrees to pay a cancellation fee of \$25 for administrative and travel costs.
4. No changes may be made to any Bookings other than with the approval of the Company via the Platform. Cleaning Providers are not authorized to agree to any changes to Bookings and under no circumstances shall Customers attempt to request any changes to Bookings directly from the Cleaning Providers.
5. All Bookings will be charged at the rate of \$18 per hour; provided that there is a minimum of 3 hours per Booking. Payment must be made for each Booking upon the placement of the order.

6. The Company will make best efforts to accommodate Customers by assigning the same Cleaning Providers for subsequent Bookings, upon Customer's request, but the Company makes no guarantee that it can do so and reserves the right to change the Cleaning Provider based on availability.

7. The Customer acknowledges that the Company invests significant resources in identifying and screening Cleaning Providers to feature on its Platform. Unless the Company provides prior written consent, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaning Provider to provide cleaning services to the Customer for any period during which such services were provided by the Company and for a period of 12 months after the conclusion of such services. The Customer acknowledges that the Company may suffer irreparable loss and damage as a result of a breach of this clause by the Customer and agrees that the Company shall be entitled to specific performance to enforce this clause.

8. The Company is not in the cleaning service business and will not provide any Cleaning Services hereunder. Customer acknowledges and agrees that all Cleaning Services will be provided directly by the Cleaning Providers. The Company makes no representation or warranty regarding any Cleaning Providers, including but not limited to, such Cleaning Providers' skill, experience or qualifications. Any and all such warranties, whether express or implied, are expressly disclaimed.

9. The Company shall not be responsible for the quality of the Cleaning Provider or for any damage caused by a Cleaning Provider to the Customer's home or other premises. Customer shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from any Bookings, including without limitation, any bodily injury, property damage or other damage arising therefrom.

10. IN NO EVENT WILL THE COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THESE T&C OR ANY BOOKINGS PLACED HEREUNDER TO THE EXTENT THAT SUCH DAMAGES (a) CONSTITUTE CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR (b) EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THESE T&C IN THE PRIOR 12 MONTHS, IN EACH CASE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. The Company reserves the right to update or modify these terms and conditions at any time without prior notice and may do so by publishing an updated agreement on its website. The Customer agrees that any use of the Services following any such amendment constitutes their agreement to follow and be bound by the terms and conditions as amended.

12. Any and all disputes of whatsoever nature arising out of these T&C shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

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