

SPRINK TERMS AND CONDITIONS

(Last Updated August 23, 2020)

1. Overview

Welcome to Sprink and Sprinkclean.com website and mobile application, we provide delivery services for dry cleaners, and customers which is owned and operated by Sprink Services Ltd with business address, Martinique House, C/O Top Branch Partners, Hampshire Road, Bordon, Hampshire, United Kingdom, GU35 0HJ.

These terms and conditions apply to your access to, and use of, any Dry cleaning delivery service offered by **Sprink Services Ltd** (hereinafter referred to as “Sprink Services”), including www.Sprinkclean.com, or other online products or services of Sprink (collectively, the “Services”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Sprink for any Dry cleaning related delivery, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf, and that such entity will be responsible to Sprink if you violate these Terms. If you have any questions regarding the website and mobile application and terms, please contact Sprink Support team by emailing Wecare@sprinkclean.com

We advise you to read the Terms carefully to ensure that you are aware of your rights and obligations. WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME, WHEREOF WE WILL PROVIDE NOTICE ON THE SITE. YOUR CONTINUED USE OF OUR SERVICE THEREAFTER CONSTITUTES ACCEPTANCE OF SUCH CHANGES.

Please read all of the following terms and conditions very carefully before using the website and mobile application and platform. By accessing and or using the site, you agree to be bound by all of the following terms of use and privacy policy.

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2. Service Order Terms

Your purchase of any service through the Website and mobile application is subject to the terms and conditions stated on the applicable order form(s) and the applicable terms stated in these Terms. All prices are subject to change.

3. Our Services

Sprink provides a platform with a real-time ordering process that enables customers who don't have time to do loads of laundry or drive to the dry cleaner to place orders for dry cleaning delivery services on the Platform (Delivery Orders). We also provide a means for dry cleaners to

deliver their customers garments. We agree to provide Delivery Services to on your behalf to a specific delivery address. By signing up to our Delivery Service, you authorize Sprink to act as your agent to solicit, promote and conclude contracts for Delivery Service orders in your name and on your behalf, and to collect customer payments owed to you in respect of those orders.

4. Your Agreement with us

This Website and mobile application is controlled and operated by Sprink ("Sprink") from its offices within the United Kingdom. Sprink makes no representation that materials in the Website and mobile application are appropriate or available for use in other locations, and access to them from territories where its contents are illegal, is prohibited. Those who choose to access this website and mobile application from locations outside the United Kingdom are responsible for compliance with all applicable laws.

5. Privacy and Data Protection

We will collect only the information you provide when you download and register on the platform. Sometimes we may collect some certain information automatically. Our Privacy policy explains how we treat your personal data. By using the Services, you agree to our privacy policies and that we can use your information in accordance with our privacy policies. By using and benefitting from Sprink' Services you recognize that personalization lies at the core of many of our services. We can only provide many of these Services by using your personal data to provide personalized content and ads. Please visit our Privacy policy to learn more about personalization.

6. Applicability

These terms and conditions apply to every users that places an order on the Sprink web website and mobile application. Prior to the conclusion of a transaction or order, the text of these general terms and conditions will be made available to the user.

7. Eligibility

You must be at least 18 years of age to access or use our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

8. Online service Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependants to use this website and mobile application. You may not use our service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

9. Account Registration

In order to use the platform, you must create an account ("Account") with Sprink website and mobile application. We provide (2) type of account creation on the platform, namely:

- Dry Cleaners
- Customers

By creating your Account, you give us some of your privacy data, such as:

- Name in full
- Email Address
- Delivery Address
- Payment information

And other information, needed for us to deliver your Products and dry cleaning. You may read how we process, secure and use your privacy data in our Privacy Policy and Cookie Policy.

You agree to provide us true, accurate, current, and complete information when registering for an Account and will update the information as necessary to keep your Account and payment information current. As part of the registration process, you will provide Sprink with a user name and password for your Account (together "Account Credentials"). Sprink reserves the right to refuse registration of, or cancel, accounts it deems inappropriate.

You must be a human to open an account. Accounts registered by "bots" or other automated methods are not permitted. You may have only one account

10. Account Security.

You are responsible for maintaining the security of your Account Credentials and for all Services ordered, accessed, or otherwise used in connection with your Account and all actions taken in association therewith. You will not share your Account Credentials with any third party.

11. Price

Unless otherwise agreed by Sprink in writing (including any applicable Order Form), the price for the services shall be the price set out in Sprink website and mobile application with the merchant/client appertaining to the service delivery. The price for the products shall be exclusively stated + VAT (TAX) and all costs or charges of which amounts the customer will also pay for a first mile delivery service, and additional charges per added mile will be added. However, if a merchant fails to dry cleaning the correct order Sprink cannot be held liable, also if they have to re deliver an order to the same address this is out of Sprink control, the merchant/Client agrees to pay for an additional delivery service fee.

12. Placing an Order

To place an order on the platform you will need to create an account with Sprinkclean.com. Please ensure that you check the details of your Order before submitting you order as we will not be liable to you for any errors you make. If you think that you may have made a mistake, the dry cleaning agent during pick up will correct the Items on your order; you will be either charged/refunded the difference. We will confirm any changes to your Order by email.

13. Service Charge

We provide a price per drop service to deliver orders. You are required to pay up all service delivery fees in time to avoid service suspension. Accordingly, you acknowledge that, Sprink will charge you a service fee according to our Billing Policy in exchange to deliver your products, or orders in accordance with these Terms.

Please note that you may cancel your service at any time by contacting our support team. For more information please see our refund policy section

14. Vat or Tax

Sprink may collect VAT or other indirect taxes at the applicable rate for the particular country, as per applicable tax rules, at the time of purchase of Sprink products or at the time you use the Sprink website and mobile application.

15. Service Areas and Locations

Our service coverage may be limited at times and we may not be offering the service in your area. Additionally, we may not choose to service your location if it is not a secure location in which you can leave your bag for the driver. If either of these is the case, you may be unable to place orders with us. Please check periodically in the platform to see if your zip code and/or address is part of our service locations and areas.

16. Your Communications with Us

You expressly consent and agree to accept and receive communications from us, including via e-mail, call, text message, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by us, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver messages sent by or on behalf of Sprink, its affiliated companies and/or Drivers, including but not limited to: operational communications concerning your account, marketing communications, use of the Platform, and updates concerning new and existing features. If you wish to opt-out of emails, text messages, or other communications, you may opt-out by following the unsubscribe options provided to you. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive messages as a condition of using the platform. You may opt-out of receiving texts from us at any time by sending us a message. You acknowledge that opting out of receiving texts may impact your use of the platform.

17. User Restrictions.

This is an agreement for Services, and you are not granted a license to any software by these Terms. You will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for

timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

18. Pick Up Services

Sprink is a door-to-door service. You can leave your bag or bags on your property before the scheduled pick up time or day. We are not responsible for theft, damage, or loss of your garments prior to pick up or after delivery. You leave the bag or bags at the pickup location at your own risk.

19. Service Amendments

If the User wishes to request the provision of certain additional services which fall outside of the scope of the Services, it shall submit details of the requested additional services in writing to Sprink. The Parties shall then negotiate in good faith the terms which are to apply to such additional services (including any additional fees and expenses) and shall document any agreed additional services in writing. Following which, such additional services shall be deemed to form part of the "Services". For the avoidance of doubt, Sprink shall be under no obligation to agree to the provision of any additional services.

20. Lost Or Damaged Items

We have put in place required safety or cautious measures for dry cleaners to treat all garments carefully. However, Sprink cannot guarantee against colour loss, bleeding, shrinkage, other garment damage, or loss of items. We also do not take responsibility for any deteriorated or flawed garments, which might result in small holes or tears.

21. Admin Fee and Commission

We will take 9.5% of each dry cleaning agent revenue for each month as our commission, and an admin fee for creating a Dry Cleaning agent account on the Sprink website or application. This will be deducted automatically from the payout each month. By using the platform you agree to these charges and commissions.

22. SprinkClean Credits

Sprink credit can be added with partial refunds and referrals. Please see our referral section for information regarding the SprinkClean Credits. Please note that when a customer deletes his

account or Sprink terminates a user account for multiple account opening your sprink credit will be lost,

23. Intellectual Property

Sprink retains all right, title and interest in the platform, the Platform performance, including response times, load averages, usage statistics, and activity logs, (collectively, "Usage Information") Usage Information, and any derivative works thereof. You will not copy or transmit any of the material except if you are doing so for your personal, non-commercial use. All copyright, trademark and other proprietary rights notices presented on our website and mobile application must appear on all copies you print. Other non-Sprink product, service, or Sprink designations on our website and mobile application belong to those respective third parties and may be mentioned in our website and mobile application for identification purposes only. You should contact the appropriate vendor (store owners) for more complete information regarding such information and their product description. Your use of and access to our website and mobile application does not grant you any license or right to use any of the marks included on our website and mobile application.

24. Delivery

Expect your laundry to be returned within approximately 2 business days of your selected delivery date. Should a customer enable a contactless delivery. We will try to deliver the laundry at the delivery address. Should there be no one at the delivery address to attend to the delivery agent, the customer agrees that the laundry can be left outside of the address that the customer entered.

However, if the customer has not enabled the contactless option on their dashboard, and there was no one at the delivery address to attend to the delivery agent, the customer agrees that the laundry can be taken back to the laundry shop until 90 days the customer comes to pick up the laundry. If after 90 days the laundry has not been picked up by the customer, the customer agrees that Sprink or the dry cleaner has the right to dispose the laundry or donate them to a charity. This will also be confirm on the App or website (delivery screen). Sprink is not responsible for any theft, damage, or loss of garments that may occur.

For any complaints regarding your laundry please contact wecare@sprinkclean.com

25. Failed Delivery

We will not be liable for any delay, loss, damage or non-performance during the course of providing our Services where you have failed to provide accurate information or failed to collect or pick up your package. For instance, if you provide a wrong delivery address or incomplete or inaccurate delivery address, or if you fail to accept delivery of laundry in accordance with an order.

26. Inventory

We may at any time, and in our discretion, keep records of your garments and retain, store, display, or reproduce such records, which may include images or photographs, and associate such records with your name or other profile information for commercially reasonable periods for archival, inventory purposes, quality control, loss prevention, and or data collection.

27. Push Notifications

The App will send you push notifications to keep you informed of the current status of your order or make you aware of promotions. These may include reminders you of when the driver is close to your house for pick-up/drop-offs, etc. By using the App, you agree to receive these push notifications. These notifications can be configured in the settings of your phone.

28. Pay-out

To use our platform for your dry cleaning company. You agree that Sprink Services Ltd, will receive money for each laundry service and pay out to the dry cleaner within 2 working days of the end of each month. The payout will only include orders which have only been successfully completed, with confirmation from the customer via the platform dashboard. Pay-out will be made via bank transfer, so all dry cleaning agent has to provide valid and correct bank details to receive their pay out every end of the month, else they risk having to wait till the next month to be credited.

29. Referral Program

Refer 3 friends to Sprinkclean.com and receive £5 credits for your next order if your friend completes an order. A referral only counts towards the goal of 3 when the other person has had a completed delivery with Sprinkclean.com. You can participate in the Sprinkclean.com Refer-A-Friend Program ("RAF Program") by sending emails, texts, or social media communications to friends sharing your unique Referral Code. We do not reuse or sell the names or emails of friends and family that you have shared with us. We do not accommodate multiple account

opening by a single user on the platform, if found guilty we will terminate your account with us and disqualify you in the referral program.

30. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Sprink has adopted a policy of terminating, in appropriate circumstances and in Sprink's sole discretion, subscribers who are deemed to be repeat infringers. Sprink may also, in our sole discretion, limit access to the Services if you infringe any intellectual property rights of others, whether or not there is any repeat infringement.

31. Copyright Complaints

If you believe that anything on the Services infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Designated Agent:

Address:

Telephone Number:

Fax Number:

E-Mail Address:

You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

32. Applicable Copyright Laws and License

This Website and mobile application, including all content, is protected by applicable copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this Website and mobile application and to prevent any unauthorized copying of the content. Except as expressly provided herein, Sprinkclean.com does not grant any express or implied right or license to you under any intellectual property right, including under any patent, trademark, copyright, trade secret, or confidential information, of Sprinkclean.com or its affiliates.

33. Reservation of Rights

The Website and mobile application, methods and processes may be covered by one or more patents or other intellectual property rights, and are subject to trade secret and other proprietary rights. Sprink reserves all such rights.

34. Software

Any software, including any files or images generated by such software, code and data accompanying such software (the “Software”), used or accessible through this Website and mobile application is the copyrighted work of Sprink or its licensors. Unless provided for elsewhere, you are licensed to use the Software on a non-exclusive basis for the purposes expressly stated on this Website and mobile application. Except as permitted by law, you may not use the Software for any other purpose or attempt to decipher, decompile, disassemble or reverse engineer any of the Software comprising or in any way making up a part of the Website and mobile application.

35. Pickup and Delivery Services

While we try our best to deliver orders, Sprink does not make any guarantees for delivery output, and you agree to not hold Sprink liable for any damages, expenses, or losses incurred from missed deadlines.

Sprink may provide users with the ability to transmit orders for Dry cleaning-related products and arrange for delivery or pick-up of such products. Sprink provides order delivery services only and serves purely as a delivery medium. Sprink is not a vendor of Dry cleaning, or does not control the Retailers or the production of any Dry cleaning-related products, in connection therewith.

The Retailers have entered into agreements with Sprink or its applicable affiliate where they have made representations that they currently are compliant with applicable law and will comply with applicable law in their use of Sprink. Sprink and its affiliates do not in any way independently verify the credentials or representations of any of the Retailers, the authenticity or quality of any of their products or services, or any Retailer’s compliance with applicable law. Sprink, including the Website and mobile applications and the Services, do not in any way guarantee the quality of any Retailer or any Dry cleaning-related product, or any Retailer’s compliance thereof with applicable law.

36. Cookies Notice

Our Website and mobile applications use cookies. Our cookies do not contain any personally identifiable information, but without them some elements of our Website and mobile applications may not function correctly. Cookies are a standard feature of modern web browsers. They are small files that are stored in your web browser and used to make website and mobile applications work efficiently.

Some of the cookies we use are essential for our Website and mobile applications to function correctly. Other cookies may be used to personalize your online experience, track your journey through our Website and mobile application (so that we can maximize your experience and help us understand how we can improve it) or analyses the success of promotions. Other cookies may be from third parties such as social networking website and mobile applications, affiliates or partners. For more information about our cookies policy please visit our cookies policy page.

37. Advertisements and Promotions; Third-Party Products and Services

Sprink may run advertisements and promotions from third parties on the website and mobile application or may otherwise provide information about or links to third-party products or services on the website and mobile application. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party. Sprink is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the result of the presence of non-Sprink advertisements or other third party information on the Services.

38. Content Standards

These content standards apply to any and all material which you contribute to our Service (the "**Contributions**"), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contributions as well as to its whole. Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law the Israel and in any country from which they are posted. Contributions must not:

- contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory, promote sexually explicit material or promote violence or promote

discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case; or
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

39. Acceptable Use Policy

The following sets forth Sprink “Acceptable Use Policy”: You agree not to use the Website and mobile application or Services to collect, upload, transmit, display, or distribute any User Content

- (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable;
- (iii) Exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party;
- (v) that constitutes a computer virus, worm, or any software intended to damage or alter a computer system or data; or
- (vi) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case

40. Prohibited Use

The Services may include interactive areas where you or other users can create, post or store content, messages, materials, data, information, text, music, sound, photos, videos, graphics, website and mobile applications, code or other items or materials on the Services (collectively, “User Content”). You are solely responsible for your use of such interactive areas and agree that you use them at your own risk. You further agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Loss or misuse of the login details and/or abuse of the Platform must be reported to Sprink immediately. Sprink is not liable for (the consequences of) loss of login details and/or the misuse of login details of the Customer by a third party.
- Sprink will always save all files, and documents created through our platform as long as a user pay their service fee.
- Should a user wish to stop paying for the premium feature, perhaps wish to delete their Sprink account or unsubscribe, the user must delete their documents, or else Sprink will delete all of their data and documents after 3 months.
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- The user is obliged to keep his own current (digital) copy of all information, data and Content that the user provides to Sprink under the terms of the execution of the Agreement, whether or not via the Platform
- Sprink will not compensate anyone if their files are lost due to technical problems or miss-use of their user account. The user must ensure to save copies of their documents on their computer, after every session.
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Viruses, corrupted data or other harmful, disruptive or destructive files; and

- User Content that, in the sole judgment of Sprink, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Sprink or our users to any harm or liability of any type.
- The use of the Platform by the user and Content he uploads and downloads, may not infringe the rights, good name and interests of Sprink and/or third parties, including but not limited to intellectual property rights and rights relating to the protection of personal data.
- The Content uploaded by the user must be provided in a manner and in a format as indicated by Sprink.
- The Content uploaded by the user is owned and remains the property of the user.

Except as otherwise provided herein, on the Services or in a separate agreement (such as the rules of Sprink promotion), Sprink claims no ownership or control over any User Content. However, by submitting or posting User Content to the Services, you grant Sprink a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on the Services and on third-party website and mobile applications. We will contact you directly to obtain permission before we use your User Content for our own commercial purposes, unless you expressly grant these rights to Sprink at the time you post or submit such content.

You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Services; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

41. No Warranty

Sprink services & website and mobile application, is provided “as is,” without warranty of any kind. Without limiting the foregoing, Sprink expressly disclaims all warranties, whether express, implied or statutory, regarding our website and mobile application or services including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement. Without limiting the foregoing, Sprink makes no warranty or representation that access to or operating our website and mobile application or contents will be uninterrupted or error free. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from Sprink website and mobile application. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

42. Indemnification

You agree to defend, indemnify and hold harmless Sprink, our independent contractors, Sprink and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Services; (b) any User Content or Submissions you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Services.

43. Disclaimers

YOUR USE OF THE WEBSITE AND MOBILE APPLICATION, SOFTWARE, AND SERVICES WILL BE AT YOUR OWN RISK AND ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". SPRINK AND ITS SUPPLIERS AND AFFILIATES DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SPRINK MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS ABOUT (i) THE ABILITY OF THE WEBSITE AND MOBILE APPLICATION, SERVICES, OR SOFTWARE TO PERFORM WITHOUT LIMITATION OR RESTRICTION IN ANY GIVEN ENVIRONMENT, (ii) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITE AND MOBILE APPLICATION, SERVICES, OR SOFTWARE, (iii) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY LINKED WEBSITE AND MOBILE APPLICATIONS (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE), AND/OR (iv) THIRD-PARTY PRODUCTS, AND SPRINK ASSUMES NO LIABILITY OR RESPONSIBILITY THEREWITH.

44. Limitation of Liability

YOU AGREE THAT SPRINKCLEAN.COM AND ANY THIRD PARTY MENTIONED ON THIS WEBSITE AND MOBILE APPLICATION WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR PROGRAMS OR DATA, LOSS OF PROFIT, LOSS OF SAVINGS, LOSS OF REVENUE), ARISING FROM OR IN CONNECTION WITH THE USE OF OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THIS WEBSITE AND MOBILE APPLICATION, THE MATERIALS, ANY CONTENT PROVIDED OR ANY LINKED WEBSITE AND MOBILE APPLICATION OF

A THIRD PARTY, EVEN IF SPRINKCLEAN.COM, OR SUCH A THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

45. CAN-SPAM Act

In accordance with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, 16 CFR Part 316 (CAN-SPAM), Sprink follows all applicable digital communication laws. As part of our services, a valid email address is required to leave a comment, purchase a product, interact on social media, and receive our newsletter. You may unsubscribe from email correspondence at any time, however, by doing so, you will lose access to prior purchases, and account information.

46. Mobile Data Fees & Usage

Sprink is not responsible for any fees or usage charges related to your access of the Sprink Platform. Your mobile network's data and messaging rates and fees may apply if you access or use the Sprink Platform from a device. You are solely responsible for acquiring and updating compatible hardware or devices necessary to access and use the Sprink Platform and any updates thereto. Sprink does not guarantee that the Sprink Platform, or any portion thereof, will function on any particular network, hardware, or devices.

47. No Refund and Partial Refunds Policy

All purchases and order acceptance are final on the Sprink website and mobile application. Service fees, admin fees, commissions, including but not limited to those related to the Service, are nonrefundable and will not be prorated at any time. However if you wish to cancel your order and request for a refund please cancel your order before the Dry cleaning agent picks up your laundry.

48. User Feedback

Sprink enables you to generate ratings and reviews, photos, videos or other content about services and products on the website and mobile application ("Feedback"). Feedback is intended to enable other users to get a meaningful picture of the website and mobile application service. Feedback may only contain truthful information. Feedback must be in accordance with the law and may not violate the rights of third parties, in particular personal rights, trademark rights or copyrights, as well as data protection regulations. You agree:

- (i) to base any rating or review you post only on your first-hand experience with the applicable business, product, or service;
- (j) you will not provide a rating or review for any business, product, or service with respect to which you have a competitive, ownership or other economic interest, employment relationship or other affiliation;
- (k) you will prominently indicate if your review was sponsored or paid for in any way; and
- (l) Your review will comply with these Terms.

49. Protection of Personal Data and Confidential Information

1. Sprink may process personal data of or provided by the user under the terms of the Agreement. Personal data will be processed in accordance with applicable laws and regulations, in accordance with Sprink's Privacy Policy, which the User agrees to upon the conclusion of the Agreement.
2. The User declares and guarantees that he is authorised to provide and process the personal data as referred to in this terms to Sprink with respect to the performance of the agreement.
3. The User retains, as far as applicable, the title to the personal data provided to Sprink.
4. The User fully indemnifies Sprink against all third-party claims, which arise in any way from and/or are related to the processing of personal data by Sprink via the Platform and/or the Services, or by the third party providing services to Sprink in this respect

50. Service Amendment

Sprink reserves the right to modify or discontinue, temporarily or permanently, the Services, or any features or portions thereof, without prior notice. You agree that Sprink will not be liable for any modification, suspension or discontinuance of the Services, or any part thereof.

51. No Joint Venture or Partnership

No joint venture, partnership, employment, or agency relationship exists between you, the Sprink or any third party provider as a result of this Agreement or use of the Software or Services.

52. Information and Privacy Statement.

Sprink has made a commitment to protect the confidentiality and privacy of your personally identifiable information. Please see Sprink's Privacy Statement, for more information about our collection, use and protection of your personal information. By using the Website and mobile

application, you are specifically consenting and agreeing to Sprink's Privacy Statement and, if you're located in the European Union, you expressly consent that Sprink may transfer, process and store your personal data within and outside the European Union.

53. End User Agreement

When you create a User account to enable you to access the Sprink website and mobile application and receive the Sprink services, you will be required to agree to an End User Agreement that will govern our license to you of the website and mobile application and your use of the services we provide. Should there be a conflict between these

Terms and Conditions and the End User Agreement with respect to any specific subject matter, the End. User Agreement will prevail for that specific subject matter.

54. Consent to Electronic Communications

For contractual purposes, you (1) consent to receive communications from Sprink in an electronic form such as email, to provide special deals, and promotion; (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Sprink provides to you electronically via email satisfy any legal requirement that such communications would satisfy if they were in writing. This subparagraph does not affect your statutory rights.

55. Children's Privacy (COPPA)

Sprink respects the privacy of children and we are committed to complying with the Children's Online Privacy Protection Act (COPPA). This Children's Privacy Policy describes our practices with respect to the collection of personal information from children under the age of 18. This Website and mobile application does not knowingly collect, use, or disclose personal information from children under the age of 18 without prior parental consent, or do we provide Sprink services to children under 18 years of age except as permitted by COPPA. However we may provide our service to children under 18 years of age but in supervision of a parental guardian.

56. No Reliance

You should not solely rely on the Material, but should instead seek other opinions before taking or failing to take any action which could lead to injury, harm, death or damage of any kind.

57. Dispute Resolution; Binding Arbitration

This section sets forth the particular way you can resolve any dispute you may have with us. Any dispute, conflict, claim or controversy that may arise out of or in connection with these Sprink Terms, whether with respect to their existence, validity, interpretation, construction, enforceability, performance, breach, termination or otherwise (and including non-contractual disputes) (any “Dispute”), shall be settled by way of informal negotiations wherever possible. If the respective Dispute resulting from these Sprink Terms could not be settled through such informal negotiations, then the Dispute shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules (“ICC Mediation Rules”). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC Arbitration Rules”). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be London, England. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and Your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

- a) You may not assign these Sprink Terms or any of the rights or obligations under these Sprink Terms.
- b) You agree that Sprink may assign any of its obligations arising under these Sprink Terms to any Affiliate Company.
- c) Any notice required to be given to you by Sprink will be delivered to the email address associated with your account, sent by registered mail to the address associated with your account, or sent via the Sprink App. Any notice required to be given by you to Sprink should be delivered using the Sprink App, registered mail to Sprink’s registered office or by email to the email address on the Website and mobile application.

- d) If any provision of these Sprink Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of the Sprink Terms shall not be deemed a waiver of such term.
- e) Any change shall come into effect and be deemed accepted by you if you continue to use the Software after the expiry of the notice period above.

No provision of these Sprink Terms is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Sprink Terms.

58. Governing Law and Jurisdiction

This terms and conditions shall be governed and construed in all respects by the English laws and the European Union GDPR regulation. You agree that any claim or dispute you may have against must be resolved by arbitration. You and Sprink both agree to submit to the non-exclusive United Kingdom jurisdiction; for claims falling within the United Kingdom jurisdiction, you and Sprink both agree to submit to the jurisdiction of the English court.

Any dispute arising from these Terms and your use of the Services will be subject to Arbitration, without regards to conflict of law rules or principles that would cause the website and mobile application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, hence it will be resolved by arbitration.

59. Termination

Sprink reserves the right, without notice and in our sole discretion, to terminate your license to use the Services, and to block or prevent your future access to, and use of, the Services.

60. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

61. Copyright License

Copyright (c) 2020(s) Sprink website and mobile application. Subject to the express provisions of these terms and conditions:

- a) We, together with our licensors, own and control all the copyright and other intellectual property rights in Sprink website and mobile application and the material on our website and mobile application; and
- b) All the copyright and other intellectual property rights in Sprink website and mobile application and the material on our website and mobile application are reserved.

62. Contact Us

If you have any questions about these Terms & condition, please contact us at Email: Wecare@sprinkclean.com