

Clean To Close Terms of Use Last updated on January 1, 2022. The Fromstein Newman Co. d/b/a Clean To Close (“Clean To Close”) helps connect Real Estate Agents/Brokers/Realtors with Cleaning Professionals. Clean To Close offers a platform that allows Realtors/Brokers/Real Estate Agents the ability to order cleaning services on behalf of their clients: buyers, sellers, etc., and connects them with Registered, Subscription based, Vetted, and Insured, contracted cleaners. Cleaning Professionals can claim cleaning jobs that the Realtors/Brokers/Real Estate Agents, have ordered on behalf of their clients.

The following Terms and Conditions outline your obligations when using the Clean To Close website, and services.

- 1. ACCEPTANCE OF THE TERMS OF USE** The Clean To Close website available at www.cleantocloseco.com (the “Site”), all related sites and the various content, features, and services offered on and in connection with these sites, are owned and operated by Clean To Close and can only be accessed and used by you under the Terms and Conditions described below (the “Terms”) and are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. YOUR USE OF WWW.CLEANTOCLOSECO.COM, USING ANY OF THE SITES OR SERVICES, CONSTITUTES AND BOUNDS YOUR AGREEMENT TO ALL SUCH TERMS. PLEASE READ THESE TERMS CAREFULLY AND KEEP A COPY OF THEM FOR YOUR REFERENCE. IF YOU DO NOT AGREE TO ALL THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SITE.
- 2. ACCEPTANCE OF OUR PRIVACY POLICY** By agreeing to the Terms, and by your use of www.cleantocloseco.com, you are agreeing to the terms of our Privacy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.
- 3. MODIFICATIONS OF TERMS AND CONDITIONS** Clean To Close may, in its sole discretion, modify these Terms and Conditions at any time effective upon posting the modified Terms and Conditions on the Sites, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Sites to obtain notice of such changes. If you do not agree to the amended terms, you agree to immediately stop using the Sites and Services and to provide Clean To Close notice to remove you from any subscription, lists or other communications that are available to you through your use of the Clean To Close Sites and Services. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.
- 4. CONSENT TO OTHER AGREEMENTS** With-in the Site, you may be aske to agree to terms governing your use of certain features. In such instances, you may be asked to consent to the terms by checking a box or clicking on a radial button, for example, by clicking “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are contradicting the Terms and Conditions, the terms of the click-through agreement will supplement or supersede these Terms, but only regarding the matters controlled by the “click-through agreement.”
- 5. NO UNLAWFUL OR PROHIBITED USE|INTELLECTUAL PROPERTY** Subject to full compliance with these Terms and Conditions, Clean To Close grants authorized users a

non-exclusive, non-transferable, non-sublicensable, revocable license to access and use www.cleantocloseco.com/the Sites and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, reverse engineer, create derivative works, or otherwise exploit the Sites or Services or any of their content for any purpose without the express written consent of Clean To Close.

Clean To Close may modify, update, suspend or discontinue the Sites and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. Clean To Close shall not be liable to any user or other third party for any such modification, update, suspension, or discontinuance.

You will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Clean To Close and the copyright owner.

You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Clean To Close or our licensors except as expressly authorized by these Terms.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Clean To Close or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

6. **INTERNATIONAL USERS** The Service is controlled, operated and administered by Clean To Close from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Clean To Close Content accessed through www.cleantocloseco.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

7. **ELECTRONIC COMMUNICATIONS** Visiting www.cleantocloseco.com or sending emails to Clean To Close constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

8. **LINKS TO THIRD PARTY SITES|THIRD PARTY SERVICES**

www.cleantocloseco.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Clean To Close and Clean To Close is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Clean To Close is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Clean To Close of the site or any association with its operators.

9. USER CONDUCT You agree not to use the Sites and Services for any purpose that is unlawful or prohibited by these Terms and Conditions, or any other purpose not reasonably intended by Clean To Close. You are not to: (a) violate these Terms and Conditions, other applicable agreement with Clean To Close, and any applicable local, state, national or international law, and any rules and regulations having the force of law; (b) impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Clean To Close, or otherwise attempt to mislead others as to the identity; (c) knowingly provide or submit false or misleading information; (d) use the Sites and Services if you are under the age of eighteen (18); (e) attempt to gain unauthorized access to the Sites and Services, other user accounts, or other computer systems or networks connected to the Sites and Services; (d) sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms and Conditions.

10. CLEAN TO CLOSE'S SERVICES When using, accessing, or purchasing cleaning services or subscriptions or other features, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into the Terms and Conditions

11. YOUR ACCOUNT INFORMATION If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Clean To Close is not responsible for third party access to your account that results from theft or misappropriation of your account. Clean To Close and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. As a condition of your use of the site, you agree to (a) provide Clean To Close with true, accurate, current and complete information as prompted by the Clean To Close's registration forms, when registering for or using the website or portals (b) update and maintain the truthfulness, accuracy and completeness of such information.

12. SERVICE PROVIDERS Clean To Close is not responsible or liable for any Cleaner/Provider. You agree that should you use or rely on any third-party Cleaner/Provider, Clean To Close is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use. Clean To Close Cleaners/Providers are required to hold their own insurance.

You agree that Clean To Close is not responsible for the accessibility or unavailability of any Service Provider. We can't guarantee availability. You waive the right to bring or assert any claim against Clean To Close relating to any interactions or dealings with any Cleaner/Provider, and release Clean To Close from any and all liability for or relating to any interactions or dealings with Cleaner/Provider. You agree that Clean To Close shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of hiring any Cleaner/Provider.

13. TRADEMARKS AND COPYRIGHTS Clean To Close, owns the trademarks of Clean To Close in the U.S. These trademarks may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion. You should assume all Content and material made available on the site is protect by copyright law

14. DELAYS AND ACCESSIBILITY The Site/Portal may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and Electronic communications. Clean To Close is not responsible for any delays, failures or other damage resulting from such problems.

15. WARRANTIES AND DISCLAIMERS You acknowledge that Clean To Close does take appropriate measures to insure safety and vet its users. However, in certain situations we do not have complete control over this. Clean To Close requires its Cleaners/Providers to go through background checks, however, Clean To Close can't be held liable for false information that may be provided. Clean To Close makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness, or completeness of contracted work.

YOU ACCESS AND USE THE SITES AND SERVICES AT YOUR OWN RISK. THE SITES AND SERVICES ARE PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND. NEITHER CLEAN TO CLOSE NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY ON OR IN CONNECTION WITH THE SITES AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF CLEAN TO CLOSE, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. WE ARE NOT LIABLE FOR CRIMINAL, TORTUOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE SITES AND SERVICES. IN NO EVENT WILL CLEAN TO CLOSE OR ANY OF ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD-PARTY PROVIDERS BE HELD LIABLE FOR ANY TORTUOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL CLEAN TO CLOSE OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITES AND SERVICES. ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CLEAN TO CLOSE OR THROUGH OR FROM THE SITES AND/OR SERVICES SHALL CREATE

ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, CLEAN TO CLOSE DOES NOT REPRESENT OR WARRANT THAT (I) THE SITES AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITES AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, CLEAN TO CLOSE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. CLEAN TO CLOSE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND CLEAN TO CLOSE HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

16. INDEMNIFICATION You agree to indemnify, defend and hold harmless Clean To Close, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities, damages, claims, demands and expenses (including reasonable attorney's fees and court costs) relating to or arising out of (a) your use of or inability to use the Site or Services, (b) any violation of these Terms and Conditions, (c) any user postings made by you, (d) your violation of any terms/rights of a third party, (e) your violation of any applicable laws, rules or regulations, (f) any inaccurate or untruthful Content or other information provided by you to Clean To Close or that you submit, transmit or otherwise make available through the Service; or (g) any intentional violation of any rights of another or harm you may have caused to another. Clean To Close reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Clean To Close in asserting any available defenses.

17. TERMINATION|ACCESS RESTRICTION Clean To Close reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Wisconsin and you hereby consent to the exclusive jurisdiction and venue of courts in Wisconsin in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

Upon such termination, you must immediately discontinue using the Site and agree to not access or make use of, or attempt to use, the Site. Furthermore, you acknowledge that Clean To Close reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Site/Portal. You understand that Clean To Close may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to Clean To Close.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Clean To Close as a result of this agreement or use of the Site. Clean To Close's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Clean To Close's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Clean To Close with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

18. LIMITATIONS OF LIABILITY THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CLEAN TO CLOSE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. CLEAN TO CLOSE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CLEAN TO CLOSE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLEAN TO CLOSE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO

PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CLEAN TO CLOSE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, DAMAGES (EVEN IF CLEAN TO CLOSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"). THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. YOU UNDERSTAND AND AGREE THAT AS A CLEANER, YOUR ACCESS TO THE SITE/PORTAL ON THE WEBSITE REPRESENTS A SUBSTANTIAL PORTION OF THE VALUE YOU RECEIVE FROM YOUR CLEAN TO CLOSE'S SUBSCRIPTION FEE. THEREFORE, TO THE EXTENT CLEAN TO CLOSE IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, CLEAN TO CLOSE'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR SUBSCRIPTION FEE.

19. ARBITRATION AGREEMENT To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and Clean To Close, including without limitation any dispute or claim related to or arising out of this Agreement, you and Clean To Close may attempt to negotiate any Dispute informally before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this Section is your physical address that you have provided to Clean To Close. Clean To Close's address for such notices is: The Fromstein Newman Company, LLC., d/b/a Clean To Close, Attn: Legal Department 7855 Indian Lore Rd, West Bend, WI 53090

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and

enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

Excluded Disputes. You and Clean To Close agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. **THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.** Further, unless both you and Clean To Close agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

You and Clean To Close agree that if any portion of this Section entitled " Arbitration Agreement" is found illegal or unenforceable, that portion will be severed, and the remainder of this Section will be given full force and effect.

20. CHILDREN UNDER THIRTEEN Clean To Close does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.cleantocloseco.com only with permission of a parent or guardian.

21. AGENTS|REALTORS|BROKERS| ORDERING PARTIES RESPONSIBILITIES It is your responsibility as an ordering party to make all parties aware of the following: (a) all debris shall be removed from the interior of the home, including but not limited to all furniture, garbage, food from refrigerator and freezer; this is not the responsibility of the cleaner. (b) packages do NOT include additional appliances or kitchen areas—for additional appliance or full kitchens, please select “additional appliances.” (c) cleaners are not responsible for moving heavy objects, outdoor cleaning, garage cleaning, unfinished basement cleaning, window cleaning, cleaning any form of bio-hazardous or chemicals (mold, human/animal bodily fluid, blood, feces, urine, bio-medical waste, etc. cleaning pest infested homes/bed bugs, roaches, or carpet cleaning, cleaning of chandeliers or light fixtures that are out of reach. (d) if the home is not in a “ready to clean” condition, and the cleaner is needing to be sent back out, the party responsible for the delay may be charged an additional fee up to the fee of the original service. (e) no pets to be on premise during a cleaning. If a pet is left on premise, and cleaner does not perform job, you will be charged the amount due for service. (f) cleaners are responsible for the list that is provided based on the level of service selected.

22. CLEANER RESPONSIBILITIES

Clean To Close does not employ cleaners. Cleaners are 1099 contractors. All cleaners working with Clean To Close agree to the following: (a) cleaners must carry liability insurance at all times. (b) Clean To Close must be added as an additional insured on insurance policy. In the

event insurance companies are changed during your contract period with Clean To Close, it is your immediate responsibility to notify Clean To Close of new insurance provider. If there is a lapse in your insurance, your account may be locked until necessary documents are received. (c) NO parties that are not insured or contracted with Clean To Close are allowed at the site of a Clean To Close client; this includes but is not limited to: infants, children, teens, friends, family, co-workers, etc. In the event it comes to the attention that a noninsured and non-contracted personnel of Clean To Close was on a work site; cleaner forfeits being paid and actions may result in suspension or termination. (d) by accepting jobs, you agree and understand that in the event you need to cancel less than 72 hours prior to the cleaning appointment, you will be charged an emergency fee of \$55. If you do not show for an accepted cleaning appointment, there will be a \$125 fee charged to the card/account on file and no-shows may result in suspension or termination. (e) during the sign-up process, you will be prompted to complete a background check at a cost of \$18.95. You will be responsible for that fee regardless of approval/denial. In the event you are denied, you will be refunded the subscription price.

23. SUBSCRIPTION|CANCELLATION|REFUND POLICY If you are a subscription-based client of Clean To Close, your subscription will automatically renew unless you cancel your subscription by notifying us at least 5 business days prior to the end of your current subscription. You may do this through sending an email to cancel@cleantocloseco.com Clean To Close will not credit for partial months and the cancellation will become effective on the next billing cycle. You may also upgrade or change your subscription at any time by logging into your account and changing your options within the subscription area. This will become effective on the next billing cycle. For questions, please contact us at cancel@cleantocloseco.com. BY PURCHASING ANY SUBSCRIPTION, YOU ACKNOWLEDGE THAT YOUR SUBSCRIPTION HAS AN INITIAL AND RECURRING PAYMENT FEATURE AND YOU ACCEPT RESPONSIBILITY FOR ALL RECURRING CHARGES PRIOR TO CANCELLATION OF THE AUTOMATIC RENEWAL OF YOUR SUBSCRIPTION AND YOU ACKNOWLEDGE THAT YOUR SUBSCRIPTION WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS.

Automatic Renewal. Your renewal date for subscriptions will be the anniversary of your sign-up date after your initial term ends. For example, if you bought a subscription on December 7th, your subscription would renew for another month on January 7th. Clean To Close may submit periodic charges (e.g., emergency fees, no-show fees) without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your payment method. If Clean To Close does not receive payment for a renewal, card on file is expired or does not go through, the Clean To Close may, in its discretion, terminate or suspend your subscription.

Authorization to Update Credit Card Account Information, Account Updater

If the credit card or debit card provided by you to Clean To Close has expired during an attempt to renew Subscription Fees, you authorize Clean To Close to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to you, Clean To Close contracts with a third-party service that refreshes expired or replaced credit

card and debit card numbers with the numbers of any replacement cards so that your paid Subscriptions do not lapse because the credit card or debit card information initially on file with Clean To Close has expired or changed ("Account Updater").

By registering for the Service and receiving a Plan, you consent to and authorize Clean To Close disclosure of your credit or debit card information to Account Updater. You further consent to the third party's use of such information solely in connection with Account Updater. You also consent to Clean To Close receipt and use of updated credit card or debit card account information from your financial institution in connection with the provision of the Service as provided in this Agreement and the Privacy Policy.

24. ENTIRE AGREEMENT

Unless otherwise specified herein, these Terms and Conditions and other agreements, rules, and policies, including, without limitation, the Privacy Policy, constitutes the entire agreement between you and Clean To Close and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Clean To Close. Additional terms and conditions may exist between you and third parties, including but not limited to, Criminal Watchdogs, Insurance Providers, and others. You represent and warrant that those third-party agreements do not interfere with your obligations and duties to Clean To Close under these Terms and Conditions.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Contact Us

Clean To Close welcomes your questions or comments regarding the Terms:

Clean To Close

West Bend, Wisconsin 53090

Email Address:

support@cleantocloseco.com

Telephone number:

262-573-9696

Effective as of January 03, 2022