

## LAUNDRY NEEDS LLC

### **TERMS AND CONDITIONS OF SERVICE**

**Please read these Terms and Conditions of Service (these “Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Sites (as hereinafter defined), you agree to comply with and be bound by these Terms.**

By using or accessing the websites provided by Laundry Needs LLC (“Laundry Needs,” “we,” “us” or “our”), a subdomain of such website, any mobile application tablet and desktop applications for such website or any other website operated by us on which these Terms are posted via a link or otherwise (each referred to herein as a “Site” and collectively as “Sites”), executing an order form that references these terms, or accessing the services provided by Laundry Needs therein (such services, together with the Sites, collectively referred to herein as “LN Services”), you acknowledge and agree that these Terms govern your access to and use of the LN Services.

Our Privacy Policy and other policies applicable to our collection and use of personal information in connection with your access to and use of the LN Services, including the Sites, are incorporated by reference into these Terms.

**ARBITRATION NOTICE:** These Terms contain a **binding arbitration provision**, and **waiver of jury trials and class actions**, governing disputes arising from your use of the LN Services. Please see Section 21 below for more information. By accessing the Sites, you accept and agree to these Terms and you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

#### **1. Scope of LN Services.**

1.1. The LN Services comprise certain proprietary technology services that facilitate the marketing, sale and fulfillment of orders for laundry and dry-cleaning services (“Laundry Services”) from an independent provider of such services (“Merchant”) to its customer (“Customer”). LN Services include the use of an application that enables Customers to purchase laundry and dry-cleaning services directly from Merchant and request delivery services for the Laundry Services from Delivery Professionals (as defined below), who deliver garments and other cloth items (collectively, “Items”) needing cleaning from Customer to Merchant and cleaned Items from Merchant to Customer. Delivery Professionals are independent contractors, and as such, they reserve the right to refuse to accept any Item in their sole discretion. Merchants are also subject to the terms specific to Merchants (see Section 9 below), Customers are also subject to the terms specific to Customers (see Section 10 below) and Delivery Professionals are also subject to the terms specific to Delivery Professionals (see Section 11 below).

1.2. Laundry Needs is the provider of the LN Services. As the provider of the LN Services, Laundry Needs does not provide laundry or delivery services. Merchants alone are responsible for their Laundry Services. When Customers make a booking for Laundry Services, they are entering into a contract directly with the Merchant. Laundry Needs is not and does not become a party to or other participant in any contractual relationship between Customers and Merchants.

1.3. Laundry Needs is not the provider of the delivery services. The Sites enable Delivery Professionals to seek, receive and fulfill on-demand requests for delivery services by or on behalf of Customers seeking delivery services. But Laundry Needs does not, and does not intend to, provide transportation services or act in any way as a transportation carrier or a moving or hauling of freight carrier. Delivery Professionals perform their delivery services for (and are paid by) the Customers, and not Merchant. "Delivery Professional" is defined as an independent contractor that intends to seek, receive and fulfill on-demand requests for delivery services using Laundry Needs' proprietary technology. Laundry Services has no responsibility or liability for any pick-up, carrier or delivery services provided to Customers through the Sites, including any negligence or willful or criminal acts of delivery service personnel.

1.4. While we may help facilitate the resolution of disputes, Laundry Needs has no control over and does not guarantee (i) the quality of the Laundry Services, (ii) delivery or safety of any of the Items, or (iii) the performance or conduct of any Customer, Merchant, Driver or other third-party.

1.5. If you choose to use the Sites as a Merchant, your relationship with Laundry Needs is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Laundry Needs for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf or for the benefit of Laundry Needs. Laundry Needs does not, and shall not be deemed to, direct or control you generally, or in your performance under these Terms specifically, including in connection with a Merchant's provision of services.

## 2. **Item Responsibility.**

Merchant and Customer acknowledge and agrees that neither Laundry Needs nor the Delivery Person takes title to any Item at any time. Merchant shall be responsible for any reimbursement costs related to Customer refunds for substandard Laundry Services or other related issues within Merchant's control (including any costs associated with retrieving any such substandard items, if applicable). To the extent required by applicable law, and only for the purpose of the expedited provision of Laundry Services, Laundry Services are provided to Customers under Merchant's laundry and/or dry-cleaning license privileges.

## 3. **Modifications.**

Laundry Needs reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time. It is your responsibility to check periodically for any changes we make to these Terms. Your continued use of the Sites or other LN Services after any changes to these Terms or other policies means you accept the changes.

## 4. **Eligibility/Age Restrictions**

No persons under 18 years of age are authorized to use the LN Services. We do not knowingly collect the information of anyone under the age of 18.

## 5. **Prohibited Activities; No reverse engineering, etc.**

You are granted a limited, revocable, non-exclusive license to access the LN Services solely for the purpose of providing or obtaining Laundry Services, or providing or obtaining delivery of Items. When accessing the Sites for the foregoing purposes, you must comply with these Terms. Any use of the Sites that is not for one of these purposes or otherwise in accordance with these Terms or as otherwise authorized by us in writing is expressly prohibited.

Your license to use the Sites only extends to the uses expressly described herein. You acknowledge and agree that we are entitled at all times to verify the information you provide and to deny your use of the Sites and associated LN Services at any time in our sole and unfettered discretion.

You do not have any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the Sites nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission, other than for the sole purpose of displaying hyperlinks to the Sites by internet search engines, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

You may only access the LN Services using authorized means. It is your responsibility to check to ensure you download the correct application for your device. We are not liable if you do not have a compatible device or if you download the wrong version of the application for your device.

By accessing or using the LN Services, you further represent and warrant that:

- All information you provide to us is accurate and complete;
- You will only use the LN Services for your sole, personal use and you will not resell them to a third-party;
- You will not copy, distribute or reverse engineer the LN Services or other LN Services content;
- You will not upload or transmit any communications or content of any type that infringes or violates any rights of any party;
- You will not use the LN Services for any purpose in violation of local, state, federal or international laws;
- You will not use the LN Services as a means to distribute advertising or other unsolicited material to any third-party;
- You will not impersonate another person;
- You will not post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion;
- You will comply with all applicable third-party terms of agreement when using the LN Services (e.g., your wireless data service agreement);

- You will ensure that no unauthorized person shall have access to your mobile device or your Laundry Needs passwords or accounts;
- You will promptly notify us in the event your Laundry Needs passwords or accounts have been compromised;
- You will not assign or otherwise transfer your account to any other person or entity;
- You will not try to harm the LN Services or impair the proper operation of the network in any way whatsoever;
- You will provide us with whatever proof of identity we may request; and
- You will abide by all applicable laws, rules and regulations applicable for your use of the Sites, and any transaction that you enter into on the Sites, or in connection with your use of the Sites.

We reserve the right to immediately terminate your license to use the Sites and associated LN Services should you fail to comply with any of the foregoing representations and warranties.

#### 6. **Content and Right to Use.**

You acknowledge that you are responsible for any material you submit on or via any Sites, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through any Sites any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable, (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law, or (iii) may contain software viruses, political campaigning, chain letters, mass mailings or any form of “spam.” You may not use a false email address or other false identifying information, impersonate any person or entity or otherwise mislead as to the origin of any information that you provide when using any Sites. You may not upload commercial content onto or via any Sites. If you do submit material, and unless we indicate otherwise, you grant Laundry Needs and its affiliates an unrestricted, non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You further agree that Laundry Needs is free to use any ideas, feedback, concepts, know-how that you or individuals acting on your behalf provide to Laundry Needs.

You grant Laundry Needs and its subsidiaries the right to use the name you submit in connection with such material, if we so choose. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify and hold harmless Laundry Needs for all claims resulting from content you supply. With respect to any material you submit, we have the right to:

- Remove or refuse to post any such material for any or no reason in our sole and unfettered discretion;

- Take any action with respect to any such material that we deem necessary or appropriate in our sole discretion; including if we believe that such material violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites or LN Services or the public or could create liability for Laundry Needs;
- Disclose your identity or other information about you to any third-party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites or LN Services; and
- Terminate or suspend your access to all or part of the Sites or LN Services for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites.

The Sites are controlled and operated by Laundry Needs or an affiliate of Laundry Needs in the United States. Any software or applications available on the Sites is subject to United States export controls. No software available on the Sites may be downloaded or otherwise exported or re-exported to (i) any country to which the United States has embargoed goods, or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### **7. Laundry Needs Fees.**

Laundry Needs may charge Merchants or Delivery Persons fees in consideration of using the LN Services (collectively, "Fees"). Applicable Fees and taxes will be displayed to you prior to a booking, listing or other activity associated with a Fee. All amounts are due in U.S. Dollars. Except as otherwise set forth by Laundry Needs on the Sites, all Fees are non-cancellable and non-refundable.

Laundry Needs' Fees are set forth in detail on the Sites or in a separate agreement. The Merchant Fee may be automatically be deducted from each payment to the Merchant. The Delivery Person Fee may be automatically be deducted from each payment to the Delivery Person.

Laundry Needs reserves the right to modify Fees at any time. Fees are non-refundable.

#### **8. No Duty to Prescreen.**

We have no duty to pre-screen or vet any Merchant or Delivery Person or the quality of their services.

## **9. Terms Specific for Merchants.**

### **9.1. Setting Price of Laundry Services.**

Merchant is responsible for determining and setting the list price for each element of the Laundry Services available via the Sites (the “List Price”). As the merchant of record, Merchant is the “provider” or “seller” of all Laundry Services and is solely responsible for the collection and remittance of all applicable Sales Taxes and other fees. The term “Sales Tax” includes any sales, sellers use, transaction privilege, privilege, general excise, gross receipts, Item taxes and similar transaction taxes. For the sake of clarity, the List Price for each Item excludes Sales Tax or any other fees. Merchant is solely responsible for determining all applicable Sales Tax and other fees and identifying and informing Laundry Needs of the appropriate Sales Tax and other fee amount for Laundry Needs to charge Customers on Merchant’s behalf for Items available on the Uber Eats App. Further, Merchant expressly authorizes Laundry Needs, at Merchant’s direction, to collect such Sales Taxes and other fees on Merchant’s behalf. Notwithstanding the foregoing, from time to time Laundry Needs may request that Merchant review Sales Taxes and other fees provided to Laundry Needs and certify that such Sales Taxes and other fees comply with applicable law or regulation. If Laundry Needs determines that Sales Taxes and other fees determined by Merchant are not in accordance with (or in violation of) any law or regulation, Laundry Needs expressly reserves the right to, upon prior notice to Merchant: (a) adjust Sales Tax and other fees collected on behalf of Merchant, (b) remove affected Laundry Services from Merchant’s menu on the Sites, and/or (c) deactivate Merchant from the Sites. To the extent that applicable Sales Tax and other fees are not determined by Merchant, Merchant expressly authorizes Laundry Needs to make such determination on its behalf and Merchant hereby acknowledges and agrees that Laundry Needs will have no liability for the accuracy of any such determination. Certain legislation applying to state administered sales taxes, commonly known as “marketplace facilitator” laws may require Laundry Needs to collect and remit Sales Taxes directly to the taxing authority.

### **9.2. Appointment of Limited Payment Collection Agent.**

Merchant is solely responsible for providing Laundry Needs with, and maintaining, accurate bank account information. Merchant hereby appoints Laundry Needs and its affiliates, as the case may be, as Merchant’s limited payment collection agent solely for the purpose of: (i) accepting payment of the List Price of Laundry Services provided by Merchant via the Sites plus any applicable Sales Tax and other fees collected on Merchant’s behalf, via the third party payment processing engaged by Laundry Needs (currently, Stripe) (the “Payment Facilitator”), and (ii) remitting the List Price plus Sales Tax and any other fees collected on Merchant’s behalf less any fees of the Payment Facilitator. Further, Merchant agrees that payment collected on its behalf by Laundry Needs or its affiliates will be considered the same as payment made directly to Merchant. Merchant agrees that if Merchant does not receive payment from Laundry Needs or its affiliates, Merchant’s only recourse will be against Laundry Needs and its affiliates. In serious situations, such as fraud (including any charges for Items that Customers did not place) or Customer complaints, Laundry Needs and its affiliates reserve the right to adjust or cancel a payment entirely. By agreeing to these terms, Merchant gives Laundry Needs and its affiliates express consent to adjust payments collected on Merchant’s behalf as set forth in this Section.

## **10. Terms Specific to Customers.**

10.1. Confirmation. A Customer's booking request for Laundry Services becomes a confirmed booking once the Merchant accepts and confirms the booking.

10.2. Cancellation. All payments made by the Customer for Laundry Services are non-refundable unless otherwise indicated herein.

10.3. Payment Processor. Fees for using the Laundry Services will be processed via Laundry Needs' third party payment processor (currently Stripe). Our payment processor may require you to read and agree to its standard terms and conditions.

10.4. Maximum Liability. A CUSTOMER'S MAXIMUM CLAIM FOR DAMAGES OF ANY OR ALL ITEMS TO BE DELIVERED FOR A PARTICULAR BOOKING WILL BE THE LOWER OF THE DECLARED VALUE OF THE ITEMS THAT YOU SPECIFIED WHEN REQUESTING THE PROJECT OR \$50 (IN AGGREGATE) FOR ANY VERIFIABLE DAMAGE TO THE ITEMS THAT OCCURRED DURING PERFORMANCE OF THE APPLICABLE BOOKING.

## 11. Terms Specific to Drivers.

11.1. Laundry Needs Services. Laundry Needs will make commercially reasonable efforts to provide the following services to Drivers (the "LN Driver Services"):

a. Engagement Service. Laundry Needs will provide the Sites, through which Customers can engage you to perform a delivery. You may accept, reject, or ignore any available delivery within the days, times, and locations for which you have indicated you have availability to complete deliveries ("Availability") at your sole discretion.

b. Recordkeeping Service. For payment processing and administrative purposes, Laundry Needs will maintain general records of deliveries performed by you for Customers.

c. Administrative, Management, and Technology Services. Laundry Needs will provide miscellaneous administrative and management services to facilitate your business, including the technology and operations necessary to communicate with you and your Customers.

d. Billing Service. Laundry Needs will provide an online billing and payment system for you to bill your Customers. Payments for deliveries will be processed via Laundry Needs' third-party payment processor (currently Stripe). Our payment processor may require you to read and agree to its standard terms and conditions.

11.2. Exclusions from the LN Driver Services. The LN Driver Services only relates to the services described above. **The LN Driver Services do not include anything related to picking-up or delivering objects.** You are solely responsible for all of your own tools, equipment, training, licensing, and other materials or requirements related to pick-up or delivery in connection with deliveries. Laundry Needs is not, and will not be, responsible for any liability arising out of the pick-up or delivery services you provide, including, but not limited to, injuries to Customers or traffic accidents occurring during a delivery. Laundry Needs will also not have

any input into your work schedule, time off, or other control over your performance of your work.

11.3. Driver Responsibilities. You will supply Laundry Needs with a copy of your current driver's license, other applicable licenses, and any relevant professional certifications. If you elect to use a Car (as defined below) to perform deliveries, we may also ask you to provide additional information. You may be required to provide other information we need in order to verify your identity or capacity as an independent delivery professional with your own business. You represent that all information you provide is accurate and complies with relevant law, and, during the term of these Terms, will immediately notify Laundry Needs of any change in contact, certification, licensing, or insurance information. You assume complete responsibility for all services provided to each Customer and for compliance with all laws, regulations, hours of service, and standards pertaining to your services. You represent that you are (a) free to enter into these Terms and perform each of its terms, (b) not restricted (contractually or otherwise) from entering into and performing these Terms, and (c) not subject to, and will immediately notify Laundry Needs of, any suit, action, claim, arbitration, or legal, administrative, or other proceeding, or government or professional investigation, pending or threatened or affecting your ability to perform services under these Terms.

11.4. Deliveries; Payment.

a. Deliveries. If a delivery becomes available in your Availability, you may be notified of the opportunity via the Sites. If you accept a delivery, and your acceptance is confirmed by Laundry Needs, you will notify Laundry Needs, through the functionality provided via the Sites, when you arrive at the delivery, when you start the delivery and when the delivery is completed to enable Laundry Needs to perform the LN Driver Services, including payment processing. The delivery will begin when Delivery Professional begins picked up the Items and the delivery will end once Delivery Professional has safely delivered the Items. Laundry Needs is not responsible for any actions performed by Delivery Professional that occur after the delivery is complete. All Delivery Professionals within the applicable zone of service may get the opportunity to accept the delivery. The first Delivery Professional to respond with acceptance of the available delivery and to have that response confirmed by Laundry Needs will be confirmed as the provider of that delivery.

b. Payment. The deliveries that you will be notified of via the Sites are those for Customers who have agreed to accept the fees calculated by the Sites based on the specific delivery details submitted by the applicable Customer (the "Base Fee"). You are entitled to negotiate additional fees or gratuities with Customers. You are responsible for any expenses incurred in the normal course of completing your delivery, including, without limitation, any tolls. On a weekly basis, Laundry Needs will transfer to you, through the payment account you specify via the Sites, the Base Fee for all eligible deliveries completed during the prior week, less the charge for your use of the Sites, which will be set forth on the Sites (the "Laundry Needs Fee").

c. Expenses. Except as otherwise specifically provided herein, you and Laundry Needs will each bear your own expenses relating to this Agreement and performance under this Agreement.



d. Claims. If a claim is filed against you with Laundry Needs' insurance provider or Laundry Needs is otherwise required to pay for damages caused by you, in Laundry Needs' sole discretion, Laundry Needs may charge you any or all of the deductible or other out-of-pocket expenses Laundry Needs is required to pay as a result of that claim.

e. Cancellations. If a Delivery Professional accepts a delivery and cancels or does not show up to complete the delivery as scheduled two times, Laundry Needs may at its discretion impose penalties and fines that include: (a) temporary suspension of your Laundry Needs account; (b) monetary fines not to exceed \$10 per cancellation and \$50 per no show occurrence; (c) permanent deactivation of your Laundry Needs account. Monetary fines will be due the same day of the cancellation. Laundry Needs is authorized to collect these fines by charging the credit card on file or deducting from future payments for Services provided to Laundry Needs customers. Learn more about our driver cancellation policy.

f. Nonpayment/Disputes. If a Customer disputes the delivery being complete, disputes the cost of service as reported by you or any other fees that a Delivery Professional has submitted to Laundry Needs, the payment to you may be withheld pending the outcome of an investigation by Laundry Needs to determine if the fees are appropriate. If the Customer refuses to pay fees over and above the estimated amount, Laundry Needs will investigate to determine if the fees submitted by the Delivery Professional are accurate. If Laundry Needs determines that the fees are accurate Laundry Needs will attempt to collect any fees owed by the Customer. In cases where the full fees cannot be collected, Laundry Needs will pay you at least 85% of the estimated delivery fees which is collected from the customer at the time of booking minus any Laundry Needs Fees.

11.5. Representations and Warranties; Indemnity. You represent, warrant, and covenant to Laundry Needs that: (a) you are at least 18 years of age; (b) you possess a valid driver's license and are authorized to operate a motor vehicle; (c) you own, or have the legal right to operate, the motor vehicle(s) or bicycle(s) you intend to use or do actually use for deliveries (each, a "Car"), and maintain all legally mandated registrations and insurances for such vehicle; (d) in the event of any claim or accident, you will be solely responsible for reporting that accident in compliance with applicable law and your insurance policy; (e) you are solely responsible for any and all liability that results from or is alleged as a result of the operation of the Car you use during a delivery, including, but not limited to personal injuries, death, and property damage; (f) if you lift or otherwise move any Item, you do so at your own risk and Laundry Needs has no liability for any claim, loss, or damage related thereto; (g) you will not make any representations regarding Laundry Needs or LN Services; (h) you will not, under any circumstances transport any items that would violate local or federal laws (i) you will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation in violation of any applicable law, rule or regulation. You will indemnify Laundry Needs from and against any damages resulting from your performance of deliveries, including any personal injury, property damage, or death.

11.6. Your Business. You affirm that you operate a licensed pick-up and delivery business and had clients for whom you performed pick-up and delivery prior to entering into this Agreement.

11.7. Nature of Relationship. Neither these Terms, Laundry Needs' provision of the Driver Services and performance of the LN Services, nor your performance of deliveries will create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between you and Laundry Needs. You will be solely responsible for all tax withholding or payment in connection with the fees paid to you by Laundry Needs.

11.8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, LAUNDRY NEEDS' LIABILITY TO DRIVERS UNDER THIS AGREEMENT WILL BE LIMITED TO THE LAUNDRY NEEDS FEES RETAINED UNDER THIS AGREEMENT.

## **12. Third-Party Websites, Products and LN Services.**

The Sites may link to or promote other websites, products, and/or services from other companies, some of which are operated by Laundry Needs or its affiliates and others of which are operated by third-parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. Laundry Needs is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites, products and/or LN Services.

## **13. Disclaimers of Warranties.**

YOUR USE OF THE LN SERVICES, INCLUDING THE SITES, IS AT YOUR SOLE RISK. THE SITES AND LN SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE LN SERVICES OR ANY FEATURE OR PART THEREOF AT ANY TIME. LAUNDRY NEEDS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE APPLICATION OR ASSOCIATED WITH THE LN SERVICES ARE NON INFRINGING, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE LN SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITES WILL BE SECURE; THAT THE SITES OR THE SERVERS THAT MAKES THE SITES AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITES OR ASSOCIATED WITH THE LN SERVICES WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THE SITES, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LAUNDRY NEEDS OR THROUGH OR FROM THE SITES OR LN SERVICES SHALL CREATE ANY WARRANTY OF ANY KIND. LAUNDRY NEEDS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS

REGARDING THE SITES OR LN SERVICES OR THE USE OF THE MATERIALS ON THE SITES IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, IN WHICH CASE THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

**14. Limitations on Liability.**

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE LN SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE LN SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LAUNDRY NEEDS NOR ITS AFFILIATES, SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE LN SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE SITES OR LN SERVICES, OR FOR ANY INFORMATION, PRODUCTS OR LN SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITES, LAUNDRY NEEDS' REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON THE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES OR LN SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF LAUNDRY NEEDS, ITS AFFILIATES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER LAUNDRY NEEDS NOR AFFILIATES, SUBSIDIARIES OR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITES OR LN SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH LAUNDRY NEEDS IS TO DISCONTINUE YOUR USE OF THE SITES AND LN SERVICES. YOU AND LAUNDRY NEEDS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE LN SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY

FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**15. Interaction with Other Users.**

You agree that, with respect to other users' personal information that you may obtain from or through the Sites or through any Site-related communication, transaction or software, your license to use such information is limited to: (i) Site-related communications that are not unsolicited commercial messages, (ii) using services offered through the Sites, and (iii) inquiring about or otherwise facilitating a financial transaction between you and any other user related to the services provided by the Sites (*i.e.*, communication relating to searching and booking a property). You may not use any such personal information for any unlawful purpose or with any unlawful intent.

You must give all users an opportunity to remove their personal information from your database or other records and a chance to review what personal information you have collected about them. In addition, except as otherwise allowed by this provision, you may not disclose any personal information about another user to any third-party without the express consent of such other user. You agree and consent to other users using your personal information to communicate with you in accordance with this provision. You agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you hereby assume all liability for any misuse, loss or unauthorized transfer of such information.

Without limiting the foregoing, you are not licensed to add a user to your mailing list, database or other records without such user's express consent. You may not use any tool or service on the Sites to send spam or unsolicited communications of any kind or in any other way that would violate these Terms.

Any and all claims (other than claims you choose to assert in the small claims court, provided such claims are qualified to be asserted in small claims courts) that you may have against another user of the Sites must be resolved by binding arbitration pursuant to Section 21 hereof.

**16. Indemnification.**

You agree to indemnify, defend and hold harmless Laundry Needs and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the LN Services, including the Sites, your breach of these Terms or the documents referenced herein, or your violation of any law or rights of a third-party. If you cause a technical disruption of the Sites or the systems transmitting the Sites to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Laundry Needs reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Laundry Needs in the defense of such matter.

## **17. Notice of Copyright Infringement.**

You are hereby informed that Laundry Needs has adopted and reasonably implemented a policy that provides for the termination, in appropriate circumstances, of subscribers and account holders of Laundry Needs' system or network who are repeat copyright infringers. If you believe your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, you may notify our copyright agent:

Email: Support@LaundryNeeds.com

Address: \_\_\_\_\_

To be effective, your notification must (1) be in writing, (2) be provided to our copyright agent, and (3) include substantially the following: (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us or our agents to locate the material; (d) Information reasonably sufficient to permit us or our agents to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **18. Responsibility for Liability.**

Merchants and Drivers are solely liable for obtaining insurance coverage sufficient to protect their liability for services provided to Customers.

**PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

## **21. Mandatory Arbitration, Waiver of Class Actions.**

21.1 In General. By using or accessing the Sites you agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 21 is intended to be interpreted broadly and governs any and all disputes between us including, but not limited to, claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.

21.2 Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us in connection with your access and use of the LN Services, you agree that before taking any formal action, you will contact us at

Support@LaundryNeeds.com, and provide a brief, written description of the dispute and your contact information. Except for intellectual property, you and Laundry Needs agree to use reasonable efforts to settle any dispute, claim, question or disagreement directly through consultation with Laundry Needs, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

21.3 Binding Arbitration. If the parties to a dispute do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as otherwise provided herein) subject to these Terms. Specifically, all claims arising out of or relating to these Terms, the parties' relationship with each other and/or your use of the LN Services shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing, or permitting class actions.

21.4 Arbitrator's Powers. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms are void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

21.5 No Jury Trial. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.

21.6 Venue. Arbitration shall be initiated and take place in New York County, New York, United States, and you and Laundry Needs agree to submit to the personal jurisdiction of any federal or state court in New York, New York, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

21.7 Class Action Waiver. You agree that the arbitration shall be conducted in your individual capacity only and not as a class action or other representative action, and you expressly waive your right to file a class action or seek relief on a class basis. **YOU AGREE THAT EACH PARTY TO THESE TERMS MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

21.8 Exception: Litigation of Intellectual Property. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions,

validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights. The term “intellectual property rights” means patents, copyrights, moral rights, trademarks and trade secrets, but not privacy or publicity rights.

21.9 Survival. This Mandatory Arbitration, Waiver of Class Actions Section shall survive any termination of your use of the LN Services.

## 22. General.

22.1 Governing Law; Jurisdiction. The laws of the State of New York shall govern the validity and construction of these Terms and any dispute arising out of or relating to these Terms, without regard to the principles of conflict of laws. For any matters specifically excluded from the Mandatory Arbitration Provision above (Section 21), the parties agree to submit to the jurisdiction of any court of record of the State of New York in the County of New York or a United States District Court in the Southern District of the State of New York in any legal proceeding instituted by either party arising out of or relating to these Terms. We recognize that it is possible for you to obtain access to the Sites and LN Services from any jurisdiction in the world, but we have no practical ability to prevent such access. The Sites and LN Services have been designed to comply with the laws of the State of New York and of the United States. If any material on the Sites or associated with the LN Services, or your use of the Sites, is contrary to the laws of the place where you are when you access it, the Sites or LN Services is not intended for you, and we ask you not to use the LN Services, including the Sites.

22.2 Compliance with Applicable Law. You are responsible for informing yourself of the laws of your jurisdiction and complying with them. By accessing the Sites, you acknowledge and agree that even though Laundry Needs is not a party to any rental transaction and assumes no liability for legal or regulatory compliance pertaining to the properties listed on the Sites, Laundry Needs may be legally obligated to provide information relating to any properties listed on the Sites in order to comply with requests from governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.

22.3 Assignment. You may not assign or transfer, by operation of law or otherwise, any of your rights or obligations under these Terms to any third-party without Laundry Needs’ prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

22.4 Survival. The provisions of Sections 5, 6, 9, 10, 11, 13, 14, 15, 16, 17, 21 and 22, in addition to any other provisions of these Terms and any supplemental legal document executed between the parties shall survive termination of these Terms.

22.5 Notices. Notices under these Terms shall be sent as follows: If to Laundry Needs, such notice or report shall be sent to Support@LaundryNeeds.com. If to you, such notice or report shall be sent to the address provided when accessing the LN Services and shall suffice as proper notice under this section. Notice via electronic mail shall be deemed received on the day sent by Laundry Needs. Non-electronic mail notice shall also be deemed given: (i) upon receipt

if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

22.6 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of these Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemics, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

22.7 Severability. Whenever possible each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any term or provision of these Terms, or the application of any such term or provision to any person or circumstances shall, to any extent, be prohibited by or invalid or unenforceable under applicable law, such term or provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remainder of such term or provision, the application of such term or provision to persons or circumstances other than those as to which it is held prohibited, invalid or unenforceable or the remaining terms and provisions of these Terms.

22.8 Waiver. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

22.9 Headings. The headings preceding the text of the paragraphs of these Terms are intended and inserted solely for the convenience of reference and shall not affect the meaning, interpretation, construction or effect of these Terms.

22.10 Entire Agreement. These Terms constitute the entire agreement and understanding between you and Laundry Needs with respect to the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to use of the Sites or LN Services to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.