

The Laundry Co  
Terms of Services  
2025 June Update



The Laundry Co. (TLC) is pleased to provide professional pick-up and delivery laundry services to our customers and offers quality and convenience at an affordable price. Our services are subject to the terms and conditions below.

Your use of The Laundry Co. (TLC), services (“Services”) indicates your agreement to be bound by the terms and conditions contained herein. Please read the following provisions carefully and let us know if you have any questions. We look forward to doing business with you! This agreement is strictly between the Laundry Co. (TLC), its customers and services provided by parties subcontracted by The Laundry Co. (TLC), and does not in any way constitute or imply any relationship with any other parties.

Laundry Co: Providers/Partners

The Laundry Co. (TLC) Providers/Partners are independent contractors of The Laundry Co. (TLC). The Laundry Co. (TLC) Providers/Partners are responsible for establishing routines with respect to your service needs, such as pick-up/drop-off schedules, specific laundering instructions and personal preferences. The Laundry Co. (TLC) Providers/Partners have independent control over the means and methods of providing services as well as the products used in your laundering care. Each The Laundry Co. (TLC) Provider/Partner, however, is held to the high standards of customer service and quality performance established by The Laundry Co. (TLC). If you ever have a praise, problem or concern with your service, please do not hesitate to contact your Provider/Partner directly or The Laundry Co. (TLC). Both The Laundry Co. (TLC) and your Provider/Partner value your business and care about providing excellent service to you.

### **Pick-up/Delivery**

All services will be provided by a The Laundry Co. (TLC) Provider/Partner assigned to you. Pick-up/Delivery will take place on a predetermined day and frequency, except on certain holidays, as determined by you in The Laundry Co. schedule. The Laundry Co. (TLC) or you may change the predetermined pick-up/delivery times, permanently or temporary, with advance notice by either you or The Laundry Co. (TLC). The Laundry Co. (TLC) requires at least 24-hour notice prior to any change. If you'd like to leave your items at a secure spot for pick up, it will be at your own risk. This is also true for delivery. Items left for pick up are not under our care until we have retrieved said items. Items left for delivery at the pre-determined location will not be under our care once they have been left at the agreed upon location. The Laundry Co. (TLC) and its Providers/Partners are not responsible for, and shall not pay for, any loss, damage or theft of items left unattended by the customer for pick-up or delivery. The Laundry Co. (TLC) will not leave items in the possession of any other person that is not the owner of those items unless the owner has given consent. The customer is responsible for ensuring that his/her laundry is delivered safely to The Laundry Co. (TLC) Provider/Partner.

### ***UPDATE 8/1/2023:***

***Clarification of procedure for university client-Customer is responsible for leaving their bag in designated area AFTER notification of pick-up***

***time. They must leave photo showing it has been dropped off. As is stated, TLC is not responsible for unattended bags. TLC is not responsible for bag and will not investigate missing bag if no photo exists and is further not responsible for bag. Clarification of procedure for university client-Delivery is next day and may vary between morning drop off or evening. Some deliveries will take longer depending on client requests, weight and schedule.***

***Clarification of procedure for university client-Every pick-up is recorded at a minimum of 10 lbs.***

### **Missed/Unattended Pick-up or Delivery**

If the customer misses the scheduled pickup/delivery, the customer must coordinate with their The Laundry Co. (TLC) Provider to reschedule. Customer, uncontested client and active client, may be subject to a missed pickup/delivery fee in the amount of 10 lbs if they fail to notify their Provider 24 or more hours prior to the scheduled day & time. Late cancel customer will be charged Black Bag price for all missed pickups without notification to TLC provider to not pick-up

### **Payment**

Residential customers: Service will not begin until The Laundry Co. (TLC) has secured payment information via a valid & current credit card. Residential clients will be charged for services within 48 hours of delivery. Services that have been paid for in advance but go unused do not carry over from week to week or from service term to service term. All online payments are processed through The Laundry Co. (TLC) secured payment system. The Laundry Co. (TLC) does not accept cash but does accept checks for based on specific instructions sent to you. Contact us The Laundry Co. (TLC) if you wish to request an alternative payment arrangement. The Laundry Co. (TLC) reserves the right to change prices at any time. Payment should never be made directly to The Laundry Co. (TLC) Provider/Partner. If additional services outside of the customer's initial request are requested, the customer authorizes The Laundry Co. (TLC) to charge the fee for such services to his/her credit card on file. New Commercial customers are under a 90-day introductory period and are not eligible for monthly billing during this time.

Invoices are processed according to your requested payment terms (Due upon receipt, Net 5, Net 10). Weekly Invoicing is available for clients that receive more than one service pick up per week. Weekly invoices are processed on the first business day of the following service week. All invoices require payment within a maximum of 10 days of receipt (Net 10). Payments received after the Net 10 may incur a late fee of 1.5% of the invoice total. Invoices outstanding for more than 20 days may cause a disruption in service. Commercial customers in good standing for more than 90 days are eligible to request monthly billing. Services provided during a given month will be billed on the first business day of the following month.

## Refunds

Except as described in this paragraph, all sales are final and all payments are non-refundable. A customer who has signed up for a prepaid package plan or giftcard will have the right to cancel his or her contract within seven (7) days of signing up for The Laundry Co. (TLC) service by sending a formal notification to 2943 S O'Neal Drive, Bloomington, Indiana 47403 and receive a full refund if no promotional value was received and no services were utilized. After such seven-day period, The Laundry Co. (TLC) shall have no obligation to refund any amounts paid by the customer. If a promotional value was received the sale is final and the payment is non-refundable. If Laundry Co. client has received any service and has any unpaid fees, including but not limited to overages, RUSH fees, dry cleaning, and full payment of agreed service, client will accrue late fees based on their plan until payment is made. The Laundry Co. has the right to at any time cancel service for any reason. The Laundry Co. has full discretion to determine a refund or reimbursement for client. Client will be ineligible for discretionary refund if client has been hostile or inappropriate to any TLC staff member. Refunds will take at a minimum 30 days. Gift Card Purchaser: In addition to the above noted Refund terms. Gift Card refunds will only be issued for the remaining balance on the Gift Card.

### **UPDATE 8/1/2023:**

***All plans are considered for the use of the full year. You may choose monthly(10 payments), semester (2 payments) or Annual (1 payment). Monthly and Semester plans have deposits. Deposits are forfeited should you not pay for whole year plans via your monthly or semester***

**option. Annuals will be charged for a deposit should client request a cancellation or refund. NOTE: CANCELATIONS and REFUNDS are at discretion of THE LAUNDRY CO.**

**Clarification of procedure for university client-Client has opportunity to choose a monthly subscription plan of \$139, \$179 and \$199 for specific amount of lbs to be used during the month. This MONTHLY subscription is ONLY pricing plan with ability to be cancelable. Loss of deposit is in place and charged one month fee. No credit given for any unused lbs. All overages must be paid prior to cancel. The 7 days within purchase is still in affect and client will be responsible for lbs and fees used. The option to purchase lbs up front is non-refundable past the 7 day policy of when signed up. If TLC is forced under any condition to cancel said product of SEMESTER lbs up front, \$549, \$699 and \$799, the client will only be refunded the amount unused after fees, bag costs, pickups, missed pickups. Pickups and missed will then be deemed under cost of our Black Bag Service current pricing (\$95.50 as of 8/1/23). To clarify some costs, cost per lb is no longer viable pricing, bag is no longer a free bag as was a benefit of said packages and at minimum \$100, Black Bag service is current pricing as of 8/1/2023 is \$95.50, current taxes, delivery fees, etc...**

**If at any time an account must be cancelled by us, and if client is contesting or demanding refund or repayment, any pickups will immediately be categorized as Black Bag service at a rate of \$95.50 per pick up. Account will potentially have account reconciled to pick-ups designated as Black Bag service and not service plan.**

**UPDATE 8/1/2023:**

**The LAUNDRY CO has the right to cancel any account at any time for any reason with potential refund being at their discretion.**

### **Garment Care**

The customer agrees not to include any of the following items inside their Laundry Bag (i) non-washable items, (ii) items that are labeled for dry cleaning only, (iii) items that have been exposed to bed bugs or (iv) any other items not meant for laundering. Customer acknowledges that items that have

been air-dried (per customer request The Laundry Co. (TLC) determination for best garment care) may be damp upon delivery.

The customer is responsible for any, and all, damage caused by any items left in the customer's clothing or The Laundry Co. (TLC) that causes damage to the clothing of any customer, the cleaning machines, or any other property of The Laundry Co. (TLC) Provider/Partner. The Laundry Co. (TLC) desires to provide high quality laundering services and will use all reasonable precautions to avoid damage to clothes. The Laundry Co. (TLC), and it's The Laundry Co. (TLC) /Partners, however, are not liable for any damage due to normal laundering of items, cleaning of items without care instructions, for dry clean items placed inside Laundry Bags, for special-processing items (delicate-wash, air-dry, stain-treatment) not placed in a separate bag, damage resulting from items left in the clothing, bleeding of colors, shrinking or any other alteration resulting from normal washing procedures. The Laundry Co. (TLC) will follow any reasonable instructions provided by the customer, including water or drying temperatures. The Laundry Co. (TLC) Providers/Partners do not read cleaning instruction labels and is not responsible for special care items, such as dry clean only items, which are included in the Laundry Bag. Although, The Laundry Co. (TLC) Providers/Partners use their best efforts to remove stains, stain removal is not guaranteed. The Laundry Co. (TLC) Providers/Partners may refuse to clean any garment at their sole discretion. The Laundry Co. (TLC) will reclean items that, in its sole discretion, were not properly cleaned and have not been worn since they were cleaned, at no additional cost. Laundry Care and its subcontractors are not responsible for loss of or damage to any personal or non-cleanable items left in the clothing or laundry bags such as money, jewelry, or any other item. The customer agrees not to leave such items in their clothing or in their laundry bags. Zippers behave unpredictably while cleaning. Although zippers generally are not an issue, the customer is notified that there is a possibility of zipper issues while following normal wash procedures, and La The Laundry Co. (TLC), does not accept any liability for such issues.

**UPDATE 8/1/2023:**

***Clarification of procedure for university client-TLC requires the opportunity to rectify any damages prior to accepting liability.***

## Inventory Sheets

Inventory sheets are available upon the request of the customer. The customer should fully and accurately complete this sheet and include them in the Laundry Bag. The Laundry Co and The Laundry Co.

Providers/Partners are not responsible for any item which does not appear on the inventory sheet. We will notify you immediately if there is any discrepancy between what appears on the inventory sheet and the items in the Laundry Bag. Such discrepancies may cause delays as we will not proceed with washing without resolving the discrepancy with you. Laundry Co. reserves the right to complete an inventory sheet for customers who have not provided one themselves without notice to the customer.

### **UPDATE 9/8/2023:**

***Clarification of procedure for university client-Inventory sheets are inside pockets are required to have been filled out prior to pick-up. If an inventory sheet was not filled out prior to pick-up and loss of item is being claimed, TLC will do due diligence in finding said item, but will not be held liable for said item.***

## Reporting Lost or Damaged Items

Missing or damaged items must be reported to The Laundry Co. (TLC) within 24 hours of return of your laundered clothes. Failure to report the missing or damaged item(s) within 24 hours shall remove any liability of The Laundry Co. (TLC) for the missing or damaged item. In the event that any item is lost or damaged by The Laundry Co. (TLC), The Laundry Co. (TLC) will issue the customer a refund or credit for the value of that item as stated in this paragraph at Laundry Co discretion. Laundry Co maintains it's position it is at no time obligated to replace, refund or acknowledge error. If a customer is able to provide proof of purchase and purchase amount of the lost or damaged item, Laundry Co will provide a refund, up to \$50 per item with a maximum total reimbursement of \$200 per household/location per year. If a customer is unable to provide proof of purchase, The Laundry Co. (TLC) will issue the customer a refund or credit for the value of that item as specified in the National Fair Claims Guide from the International Fabricare Institute ("IFI"). This guide takes into account the average life of the garment, depreciation for the age of the item, and the current replacement cost. If the

customer is unable to document the age of a garment, The Laundry Co. (TLC) reserves the right to limit the maximum age of any garment to one year. If no current replacement cost is available The Laundry Co. (TLC) reserves the right to use the replacement cost of a comparable item currently available. The Laundry Co. (TLC) and The Laundry Co. (TLC)

Providers/Partners are not liable for any preexisting damage to a garments or other item and reserves the right to return any item without cleaning it if any preexisting damage is found or if we have a concern about the colorfastness or the age or weakness of the fabric. All refunds/reimbursements offered by The Laundry Co. (TLC) to the customer, must be claimed by the customer within a 30 Day period. Once the 30 day period has expired, the customer's claim will be considered resolved and closed.

Laundry Co maintains it's position it is at no time obligated to replace, refund or acknowledge error.

**UPDATE 9/8/2023:**

***Clarification of procedure for university client-Inventory sheets are in side pockets are required to have been filled out prior to pick-up. If an inventory sheet was not filled out prior to pickup and loss of item is being claimed, TLC will do due diligence in finding said item, but will not be held liable for said item.*** Laundry Co maintains it's position it is at no time obligated to replace, refund or acknowledge error.

### Use of Third-Party Providers

The Laundry Co. (TLC) reserves the right to utilize any outside vendor, contractor or other person or business to provide services under this Agreement, Providers, without notice to the customer. The Laundry Co. (TLC) is not liable for any damage or loss due to the acts or omissions of any third party provider.

### Confidentiality and Disclaimer

The Laundry Co. (TLC) takes privacy and personal information seriously. The Laundry Co. (TLC) uses customer information to provide services, to process payment, facilitate billing, and for any other purpose reasonably necessary to provide services under this Agreement. Additionally, personal information

may be disclosed when required by law necessary to enforce this Agreement or necessary to protect the rights, interests, property of safety of The Laundry Co. (TLC), it's The Laundry Co. (TLC) Providers/Partners or others. From time-to-time, we also may send merchant service announcements, newsletters, and periodic notices about specials and new products.

### **Limits Of Liability and Disclaimer**

The Laundry Co. (TLC) liability shall be limited to general money damages in a maximum amount not to exceed the charges for incurred by customer during the term in which the damages are alleged to have occurred. This liability shall be the extent of The Laundry Co. (TLC) liability regardless of the form in which any legal or equitable action may be brought and the foregoing shall constitute the customer's exclusive remedy. The Laundry Co. (TLC) disclaims all warranties, express or implied, with respect to The Laundry Co. (TLC) Providers/Partners and the services rendered to the customer, including without limitation warranty of merchantability and warranty of fitness for a particular purpose. UNDER NO CIRCUMSTANCES SHALL The Laundry Co. (TLC) OR The Laundry Co. (TLC)

PROVIDERS/PARTNERS BE LIABLE TO CUSTOMERS OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, PROVISION OF SERVICES HEREUNDER OR ACTS OR OMISSIONS OF Laundry Co PROVIDERS/PARTNERS SUCH AS, BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS; COSTS OF DELAY; PERSONAL OR PROPERTY DAMAGE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

### **Mediation**

In the event of any dispute arising out of this Agreement or the relationship between the parties, the parties agree that prior to filing any suit or complaint the party must submit the dispute to resolution to be conducted by the Indiana Bar Association, or another independent mediator, as agreed upon by them. The Mediator shall have the authority to determine the reasonableness of the dispute and each party's claims or defenses against the other, and may determine any amounts due to either party under this

Agreement, or arising out of such claim. The parties agree to enter mediation in good faith in order to resolve the dispute by such mediation and to comply with any settlement agreement reached therein. If mediation fails to resolve any matter between the parties, then either party may initiate suit in court.

## Miscellaneous

Upon Customer's authorization to commence work or Customer's signature hereon, whichever occurs first, the terms of this Agreement shall be binding upon parties until such time as either party terminates the Agreement in writing. This Agreement constitutes the entire understanding between the parties and supersedes any other prior understandings or agreements, written or oral, between the parties; its terms can be modified or waived only by a written amendment to this Agreement, signed by both parties, and no course of conduct, failure or delay shall affect the validity, binding effect or enforceability of this Agreement or be considered an implied waiver. This Agreement shall be governed in all respects by the laws of the Indiana of Indiana. The parties hereto hereby consent to the jurisdiction of the courts of the Indiana of Indiana and venue in Boone County/Monroe County and each party waives all objections to convenience of forum. Neither Customer nor The Laundry Co. (TLC) shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events. The Laundry Co. (TLC) shall be entitled to reimbursement for its expenses, including court costs, and reasonable attorney's fees, expenses and cost in any action against Customer. Each provision of this Agreement shall be interpreted in such manner to be effective and valid under any applicable law, but if any provision is held to be invalid, illegal or unenforceable, then such provision shall be reformed, construed and enforced as if such provision had never been contained herein. The Laundry Co. (TLC) reserves the right to discontinue services at its discretion. In such case, any pre-paid fees for which services have not been provided will be refunded to the customer. Customer consents to being photographed and filmed by The Laundry Co. (TLC) in connection with his/her use of services. Customer further consents to The Laundry Co. (TLC) use of the photographs and films, including any performance, voice, or other aspect of Customer's persona, by The Laundry Co. (TLC) for any function or reason. In addition, Customer assigns to The

Laundry Co. (TLC) any copyright interest and right of publicity that may arise as a result of such filming or photography. This permission continues after a Customer's death, disability or termination of this Agreement. Customer will not be given any additional compensation for The Laundry Co. (TLC) use of photographs or films.

## SOCIAL MEDIA, DISPARAGING REMARKS AND HARRASSMENT.

In order to protect TLC and it's entities, we will use all resources available to us to disclaim any false statements or harassment. Negative comments will negate and deem null and void any refund. The Laundry Co. (TLC).

We will vigorously defend our reputation and seek remedy for anyone making false, insinuating or defaming comments. Remedy can result be in any form from financial, public apology to client being censured in DEPARTMENT OF STUDENT ETHICS or similar department governing student conduct. Client (student) represents family members and parents. Client will be held accountable.

## Application Addendum

This Application Addendum ("App Addendum") is an addendum to the Laundry Co Terms of Service and governs your use and access to The Laundry Co. (TLC) mobile application ("Application") and website. This App Addendum incorporates and applies all language of the The Laundry Co. (TLC) Terms of Service to this App Addendum. In the event there are any conflicting provisions between this App Addendum and the The Laundry Co. (TLC) Terms of Service, the provisions of this App Addendum shall govern. This App Addendum is entered into between you and The Laundry Co. (TLC) only and does not include any mobile application platform (i.e. Apple via AppStore or Google via Play Store). However, any mobile application platform for which you use and access the Application shall be permitted to enforce this App Addendum against you as a third party beneficiary relating to your use and access to the Application. Together with this App Addendum, you are required to accept the The Laundry Co. (TLC) Terms of Service prior to your use of and access to the Application. If you do not agree to the terms set forth in the The Laundry Co. (TLC) Terms of

Service or this App Addendum, you are prohibited from use of and access to the Application.

## LICENSE

**Grant.** The Laundry Co. (TLC) by and through the terms of this App Addendum hereby grants you a perpetual, non-exclusive, non-transferable license, without the right of sublicense, to access and use the Application during the term of the The Laundry Co. (TLC) Terms of Service and this App Addendum, whichever terminates first, in a manner consistent with the terms of The Laundry Co. (TLC) Terms of Service and this App Addendum to benefit from the services provided by Laundry Co as set forth in The Laundry Co. (TLC) Terms of Service. All rights not expressly granted to you through this Agreement are reserved solely for Laundry Co.

### **Restrictions on Use.**

You agree you shall not edit, alter, abridge or otherwise change in any manner the content of the Application, including, without limitation, all copyright and proprietary rights notices. Further, you agree you may not, and may not permit others to:

1. create or enable the creation of derivative works, modifications, or adaptations of the Application;
2. decompile, reverse engineer, disassemble, decrypt, or in any way derive source code from the Application;
3. copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Application;
4. distribute, sublicense, rent, lease, loan, or grant any third party access to and/or use of the Application.
5. use any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Application, or any information stored on or in the Application;
6. use the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of a third-party's privacy rights;
7. use the Application to interfere with or disrupt the capabilities and performance of the Application or services provided by Laundry Care or its Providers as defined in The Laundry Co. (TLC) Terms of Service;

8. use the Application in attempts to gain unauthorized access to parts of the Application which you are not permitted access; or (b) is unauthorized by law or the terms of this App Addendum;
9. breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, this App Addendum, The Laundry Co. (TLC) Terms of Service or the Laundry Care Privacy Policy.
10. use the Application in a manner that indicates, either directly or indirectly, any partnership, endorsement, affiliation or opinion of you, or any other information you provide through your use of the Application, between you and The Laundry Co. (TLC)
11. use the Application to request, make or accept all or part of the services provided by Laundry Care and its Providers in order to circumvent any fees associated with the use of the Application or services provided by The Laundry Co. (TLC) and its Providers.
12. discriminate against or harass anyone on the basis of their race, national origin, religion, gender, physical or mental disability, medical condition, marital status, sexual orientation or age, or otherwise engage in abusive or disruptive behavior.
13. create or enable the creation of derivative works, modifications, or adaptations of the Application or any components thereof;
14. attempt to decompile, disassemble or reverse engineer any software, or any parts of the software used in the implementation and operation of the Application.
15. provide access to the Application to persons who are prohibited pursuant to applicable laws, The Laundry Co. (TLC) Terms of Service or this App Addendum.
16. violate or infringe upon anyone else's rights or otherwise cause harm (whether physical, mental or emotional) to anyone.
17. use the Application for any purpose inconsistent with the terms set forth herein and The Laundry Co. (TLC) Terms of Service.

### **Modification of Application.**

The Laundry Co. (TLC) reserves the right at any time and from time to time to modify, discontinue or terminate the Application, either temporarily or permanently, without notice. You agree that The Laundry Co. (TLC) shall not be liable to you or to any third party for any modification, suspension, termination or discontinuation of the Application. In the event a modification includes assessing a fee to you for your use of the Application that is not

already implemented either by the Application or through the services provided by The Laundry Co. (TLC) or its Providers, you will be notified in advance and be provided the ability to consent to such fees.

## PROPERTY RIGHTS; PROHIBITIONS AS TO THE APPLICATION

### **Ownership.**

The Laundry Co. (TLC) retains all ownership and intellectual property rights to the Application and any documentation provided to you, if any, that relates to or is part of the Application.

**Trade Secrets.** You agree that the Application and all associated trade secrets relating to the Application, The Laundry Co. (TLC) and the services provided by The Laundry Co. (TLC) or its Providers are the exclusive property of The Laundry Co. (TLC). You agree not to disclose, disseminate, transmit via any medium whatsoever, or make available the Application or any associated trade secrets as set forth in this section, to any third party without The Laundry Co. (TLC) prior written consent.

## TERM AND TERMINATION

**Term.** This App Addendum shall remain in full force and effect and continue in perpetuity from the Effective Date unless and until it is terminated in a manner consistent with this section.

**Termination.** This App Addendum, together with all licenses and rights provided to you through this App Addendum shall be terminated immediately upon:

1. your breach of any terms of this App Addendum, The Laundry Co. (TLC) Terms of Service or Laundry Care Privacy Policy.
2. The Laundry Co. (TLC) termination of the Application.
3. your deactivation or deletion of the Application from your device.
4. the deactivation or deletion of your account with The Laundry Co. (TLC).

**Effect of Termination.** Immediately upon any termination as set forth in this section, all rights and licenses granted to you by and through this App Addendum shall immediately cease and you shall have no right to use or access the Application or any component thereof.

## LIMITATIONS OF LIABILITY

The Laundry Co. (TLC) AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS (“THE PARTIES”) WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE “EXCLUDED DAMAGES”), ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR ACCESS TO OR INABILITY TO USE OR ACCESS THE APPLICATION, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE PARTIES’ LIABILITY TO YOU EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100). IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES’ LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS VM FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST Laundry Care OR THE PARTIES RELATING TO ANY BREACH OF THIS AGREEMENT BY YOU.

## MEDIATION

In the event of any dispute arising out of this App Addendum, the Application, your use or access to the Application or inability to use or access the Application, the terms set forth in the Mediation Section of the The Laundry Co. (TLC) Terms of Service shall apply.

## EXPORT REGULATIONS; U.S. GOVERNMENT RESTRICTIONS

You acknowledge that the Application may be subject to United States export laws, statutes and regulations and to export laws, statutes and regulations of other countries, and that you will at all times comply with the provisions of

such laws, statutes and regulations including obtaining any necessary or required licenses. You shall not export or re-export or otherwise transmit, directly or indirectly, the Application into, or use the Application in, any country prohibited or restricted under United States export laws, statutes or regulations or any other applicable laws.

## SURVIVAL

The sections titled: License, Property Rights; Prohibitions as to the Application, Limitation of Liability, Mediation, Survival and Incorporation shall survive any termination of this App Addendum.

## INCORPORATION OF ADDENDUM

This App Addendum is an addendum to The Laundry Co. (TLC) Terms of Service and is incorporated therein. Accordingly, all of the terms set forth in the The Laundry Co. (TLC) Terms of Service together with this App Addendum shall apply to you and your use of and access to the Application. In the event there is a conflict of terms between The Laundry Co. (TLC) Terms of Service and this App Addendum, the provisions of this App Addendum shall govern.

## CONTINUED STATEMENTS OF UNDERSTANDING and CLARIFICATIONS:

**DEPOSITS: Deposits are a commitment to use for the year. The deposits are in place to create free benefits for our clients. Deposits are forfeited if plan is not renewed for the next plan (next month/spring semester) of service year . The deposit is a security deposit for service to secure your spot for the year. Deposits are in place to cover your spot/commitment to use service, overages, "RUSH" fees, dry-cleaning and any fees not invoiced separately. The deposit is a security deposit. If you choose to not renew your plan during the service term of your commitment deposit, you will forfeit the deposit and all outstanding fees are invoiced separately. After your commitment term of usage ends, all unused, un-forfeited, funds from deposit are returned after the service year. All plans have deposits, except "Annual".**

**Should an “ANNUAL” client seek cancellation, and nor fulfill their commitment to use TLC for the full year, at the discretion of THE LAUNDRY CO, the reconciliation will consist of, but not limited to, the per lb fee adjusted, deposit imposed, Black Bag Service option, related “Free” services fee adjusted.**

**POLICY REMINDERS:**

- A minimum of 10lbs is recorded for every pick-up
- Deposits are only returned at end of the Service year after the fulfillment of client’s term and after fees deducted.
- Clients are responsible for lost or stolen bags.
- Our client is the student regardless of who pays the service. Client is held responsible for anyone acting in place of client.
- If we must seek remedy for non-payment, loss of credit card dispute, or any injury sustained by The Laundry Co it will not be limited to the following procedures of notifying the school of Client (student) conduct, small claims, filing of Theft-of-Services, Defamation, etc...

June 2025

**Storage and Ship-to-School Service Policy**

We’re commi\*ed to making your move as smooth as possible. Please review the following policy so you know how our storage and delivery services work.

**1. Storage Services**

- Items are securely stored un>l your scheduled ship or delivery date.
- Customers are responsible for packing items safely. We cannot cover damage caused by improper packing.
- Prohibited items (flammables, perishables, hazardous materials, etc.) are not allowed.
- Upon pick up, client must bring their items to storage vehicle. We are not movers. We are storage service with a pick-up and delivery benefit.

- We will not do two deliveries for one client. Thus, one to one location on one day and another to a different location on a different day.

## 2. Ship-to-School Deliveries

- Deliveries are scheduled in advance within a **tentative 9 am window**. These times are estimates and may change due to traffic, weather, or other factors.
- If delays occur, we will notify you as soon as possible and provide an updated delivery >me.
- You will be asked of your move in >me, we will work to get as close to that as possible.
- We may have hubs located conveniently near your dorm. You may opt to pick up your items from the hub.
- We will not do two deliveries for one client. Thus, one to one location on one day and another to a different location on a different day.

## 3. Missed or Late Deliveries

- If you are not available during your scheduled delivery, we will reschedule; an additional delivery fee may apply.
- If our team is delayed beyond the scheduled window, we will make every effort to communicate promptly and minimize inconvenience.
- If the delivery is delayed for any reason, within or outside of our control, we retain the right to reschedule within 72 hours.

## 4. Missing or Misdelivered Packages

- If a package appears missing, please notify us within **48 hours** of delivery.
- We will investigate immediately and work to resolve the issue.
- In cases where an item cannot be recovered, liability is limited to the declared value of the item(s) or **\$200 per customer**, whichever is lower, unless supplemental insurance was purchased.
- Proof must be established it was in our care.
- Proof must be established it was not delivered.
- When accepting packages, you must have the specific tracking for packages. Not co. number.
- We reserve the right to take up to 90 Days to investigate and determine resolution.

- Within 24-72 hours of expected delivery we will determine if we will accommodate the inconvenience of not receiving a package prior to investigation.

## 5. Customer Responsibilities

- Provide accurate delivery details and up-to-date contact information.
- Ensure you (or someone you designate) are available to receive your packages during the scheduled delivery time.
- Report any issues (damage, loss, delay) within the required timeframe.
- Your packages must be delivered with your name listed somewhere on label.
- Packages must be delivered utilizing our instructions.

## 6. Limitations of Liability

- We are not responsible for delays or issues caused by factors outside our control (weather, traffic, carrier delays, natural disasters, etc.).
- We are not liable for prohibited items, items improperly packed by the customer, or damage caused by those items.

The most important clause that can get you fired immediately. You will be fired without refund for violating this clause.

## Kindness Clause

We value respect and kindness in all interactions. Our staff is committed to treating every customer with courtesy and professionalism, and we ask the same in return.

- Abusive, threatening, or disrespectful behavior toward staff, carriers, or other customers will not be tolerated.
- If a customer violates this policy, we reserve the right to immediately suspend or cancel services, including storage or delivery, without refund.
- Continued or severe violations may result in termination of all current and future services.

**If we must fire you as a client for violation of any clause including the kindness clause**

When to Fire a Client

- **Toxic Behavior:** Clients who are consistently rude, disrespectful, or abusive.

- **Unreasonable Demands:** Clients who consistently make unreasonable demands or violate project scope boundaries.
- **Lack of Profitability:** Clients who we must where excessive >me is spent on tasks. If their behavior distracts from the experience of other clients due to the >me needed to accommodate.
- **Skill Mismatch:** When our business no longer has the necessary skills or expertise to meet the client's needs.
- **Personal Well-being for any person associated with our company from staff member to owner:** When the client is draining our energy and peace of mind, making the relationship unsustainable. ● **You will be fired without refund.**