

The Laundry Co
Terms of Services
2025 June Update



The Laundry Co. (TLC) is pleased to provide professional Premium garment care 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) and 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 day of your choice Monday thru Friday or 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 until we have picked them up 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.

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 \$15 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. All invoices will be charged a \$3.00 service fee. Payment should never be made directly to the 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 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 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, and can take up to 90 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:

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. If client has utilized Ship-to School or storage services, they will be invoiced for full amount. This subscription is cancelable. Deposit is forfeited. 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. Upfront plans are not cancellable. If

TLC is forced under any condition to cancel said product of 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 o 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.

UPDATE 6/1/26

PROMOTIONAL BENEFITS, COMPLIMENTARY ITEMS, AND ADDITIONAL SERVICES

THE LAUNDRY CO may, from time to time, provide customers with complimentary items, promotional benefits, discounts, vouchers, credits, gifts, upgrades, delivery benefits, or other goods or services at no additional charge in connection with the customer's purchase or use of THE LAUNDRY CO's services (collectively, "Promotional Benefits").

1. Promotional Benefits Are Separate From Contracted Services

Unless a Promotional Benefit is expressly identified in the customer's signed Service Agreement as a material component of the services purchased, the Promotional Benefit is **not a part of the contracted laundry service, is not included in the service price, and is not a condition of THE LAUNDRY CO's performance of its contractual obligations.**

The customer's obligation to pay for services and THE LAUNDRY CO's obligation to provide the contracted services are separate from any complimentary or promotional benefit.

A Promotional Benefit is provided as an additional courtesy, incentive, promotion, or customer benefit and is not consideration upon which the customer's Service Agreement is dependent.

2. No Refund, Cancellation, or Termination Rights

The failure to provide, delay in providing, accidental omission of, inability to provide, expiration of, or discontinuation of any Promotional Benefit **does not constitute a failure to perform the contracted laundry services** and does not, by itself, constitute grounds for:

- a refund of any service fees;
- a refund or return of a deposit;
- cancellation or termination of the Service Agreement;
- waiver of any cancellation fee;
- reduction of the customer's service rate;
- credit toward future services;
- suspension of payment obligations; or
- any other compensation or remedy.

The customer's continued rights and obligations under the Service Agreement remain in full force and effect notwithstanding the non-delivery or discontinuation of a Promotional Benefit.

3. Promotional Benefits Are Not Guaranteed Unless Expressly Contracted

Promotional Benefits may be subject to availability, expiration dates, eligibility requirements, geographic restrictions, vendor participation, inventory limitations, scheduling limitations, or other restrictions.

THE LAUNDRY CO reserves the right, when reasonably necessary, to modify, substitute, suspend, or discontinue a Promotional Benefit that is not expressly guaranteed as part of the customer's Service Agreement.

When reasonably possible, THE LAUNDRY CO may substitute a comparable or substantially similar benefit; however, THE LAUNDRY CO is not required to provide a cash equivalent.

4. Advertising and Promotional Materials

References to “free,” “complimentary,” “included,” “bonus,” “gift,” “courtesy,” “special offer,” or similar language in promotional materials do not, by themselves, establish that the referenced item or benefit is a component of the contracted laundry service.

Promotional materials are intended to describe available offers and incentives and do not modify the customer’s Service Agreement unless the applicable offer is expressly incorporated into and made part of that Agreement.

In the event of a conflict between promotional materials and the signed Service Agreement, the signed Service Agreement will control.

5. Third-Party Promotional Benefits

Some Promotional Benefits may be provided by, fulfilled by, or dependent upon third-party businesses or vendors. THE LAUNDRY CO is not responsible for a third party’s failure to honor, accept, fulfill, or provide a promotional benefit unless THE LAUNDRY CO expressly assumes such responsibility in writing.

Third-party promotional benefits may be subject to the third party’s own terms, conditions, expiration dates, eligibility requirements, and availability.

6. No Reduction in Value of Contracted Services

A Promotional Benefit does not increase or decrease the value of the contracted laundry services for purposes of determining the customer’s service fees, deposit obligations, cancellation obligations, or other contractual responsibilities.

The customer’s payment obligation is based upon the contracted services and applicable Service Agreement, **not upon the receipt or continued availability of any complimentary or promotional benefit.**

7. No Waiver of Other Terms

The provision of a Promotional Benefit does not modify, waive, or otherwise affect any other provision of the customer’s Service Agreement or THE LAUNDRY CO’s Terms of Service, including provisions concerning deposits, cancellation, refunds, payment obligations, service terms, renewal requirements, or termination.

Similarly, the failure to provide a Promotional Benefit does not waive THE LAUNDRY CO’s right to enforce any provision of the Service Agreement or Terms of Service.

8. Expressly Contracted Benefits

If a specific item or benefit is expressly identified in a signed Service Agreement as a guaranteed component of the customer's contracted services, that specific provision will be governed by the terms of that Service Agreement.

This section does not permit THE LAUNDRY CO to characterize an expressly guaranteed contractual obligation as merely promotional after the Agreement has been executed.

9. Entire Agreement

The Service Agreement and applicable Terms of Service constitute the agreement between THE LAUNDRY CO and the customer concerning the services purchased. No promotional advertisement, verbal statement, social-media post, email, text message, or other informal communication will modify the Service Agreement unless expressly authorized and incorporated into the Agreement by THE LAUNDRY CO.

By purchasing or continuing to use THE LAUNDRY CO's services, the customer acknowledges that Promotional Benefits are supplemental to, and separate from, the contracted services unless expressly stated otherwise in the applicable Service Agreement.

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FEES IF CANCELATION IS APPROVED:

- CC servicing fees
- Deposit
- Cancellation fee
- In some instances also S2S and Storage

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 re-clean 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. Laundry Care and the Laundry Care 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 Care 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 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.

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. If a customer is able to provide proof of purchase and purchase amount of the lost or damaged item, Laundry Co will provide a full 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.

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.

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 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 its 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)

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 PlayStore). 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 terminated 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.

June 2025

Storage and Ship-to-School Service Policy

We're committed 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 until 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 time 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 time.
- You will be asked of your move in time, 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 to client.
- 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 time is spent on tasks. If their behavior distracts from the experience of other clients due to the time 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.**

August 2025

Section __. Public Communications; Defamation; Remedies

(a) Protected Consumer Rights. Nothing in this Agreement shall be construed to prohibit, restrict, or penalize the Client from making truthful statements, expressing honest opinions, or publishing reviews protected under applicable federal or Indiana law.

(b) False Statements Prohibited. The Client agrees that they shall not knowingly make, publish, republish, encourage, or disseminate any false, defamatory, libelous, fraudulent, malicious, or materially misleading statement or representation concerning the Company, its owners, officers, employees, contractors, agents, affiliates, products, services, business practices, or customers through any medium, including but not limited to social media platforms, online review websites, blogs, forums, websites, electronic communications, or traditional media.

(c) Confidential and Proprietary Information. The Client shall not disclose or publish the Company's confidential, proprietary, trade secret, pricing, operational, customer, or non-public business information obtained through the parties' relationship except as required by law.

(d) Intentional Interference. The Client shall not knowingly engage in conduct intended to interfere with or disrupt the Company's contractual relationships, prospective business relationships, or business expectancy by making statements known to be false or by engaging in unlawful conduct directed toward the Company's customers, employees, vendors, or business partners.

(e) Opportunity to Resolve Concerns. Before initiating public allegations concerning the Company's services, the Client agrees to provide written notice describing the concern and allow the Company ten (10) business days to investigate and attempt to resolve the matter. Nothing in this provision prevents the Client from exercising any legal rights or reporting matters to governmental agencies.

(f) Injunctive Relief. The Client acknowledges that a breach of Sections (b), (c), or (d) may cause immediate and irreparable harm to the Company for which monetary damages alone may be an inadequate remedy. Accordingly, the Company shall be entitled to seek temporary, preliminary, and permanent injunctive or equitable relief, without waiving any other rights or remedies available at law or in equity.

(g) Attorneys' Fees and Costs. In any legal action arising from or relating to an alleged breach of this Section, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, litigation expenses, and other recoverable costs to the fullest extent permitted under Indiana law.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict-of-law principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Monroe County, Indiana, or, where federal jurisdiction exists, the United States District Court having jurisdiction over Monroe County, and each party irrevocably submits to the personal jurisdiction of such courts.

(i) Severability. If any provision of this Section is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable or, if modification is not possible, severed, and the remaining provisions shall remain in full force and effect.

(j) Survival. The obligations contained in this Section shall survive the completion, termination, cancellation, expiration, or rescission of this Agreement.

(k) Cumulative Remedies. The rights and remedies provided in this Agreement are cumulative and in addition to any rights or remedies available under Indiana law or otherwise at law or in equity.

Additional Terms and Conditions

Section __. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF DATA, LOSS OF GOODWILL, OR EMOTIONAL DISTRESS, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED, REGARDLESS OF THE THEORY OF LIABILITY.

THE COMPANY'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS PRECEDING THE EVENT.

The Company shall not be responsible for damages resulting from:

- Manufacturer defects or normal wear and tear.
- Shrinkage, color bleeding, fading, or deterioration due to age, fabric composition, prior damage, or manufacturer instructions.
- Items left in pockets.
- Damage caused by inaccurate or incomplete care instructions provided by the Client.
- Delays caused by weather, traffic, equipment failure, labor shortages, utility interruptions, governmental action, or other circumstances beyond the Company's reasonable control.

Nothing contained herein limits liability that cannot legally be limited under Indiana law.

Section __. Mandatory Notice and Good Faith Resolution

Before either party commences litigation or arbitration, the parties shall first attempt to resolve the dispute informally.

The claiming party shall provide written notice describing the dispute in reasonable detail.

The parties shall have fifteen (15) business days to communicate in good faith to attempt resolution.

Section __. Mandatory Mediation

If the dispute is not resolved through informal negotiations, the parties agree to participate in non-binding mediation before filing any lawsuit or arbitration proceeding, except where immediate injunctive relief is sought.

The mediation shall:

- occur in Monroe County, Indiana;
- be administered by a mutually agreed mediator;
- occur within sixty (60) days whenever reasonably possible; and

- have mediation fees shared equally unless otherwise agreed.

Participation in mediation is a condition precedent to litigation except where prohibited by law.

Section __. Binding Arbitration

Except as otherwise provided herein, any dispute, controversy, or claim arising out of or relating to this Agreement or the services provided shall be resolved by binding arbitration pursuant to the Federal Arbitration Act.

The arbitration shall:

- be conducted by a mutually agreed arbitration provider;
- occur in Monroe County, Indiana unless otherwise required by law;
- be conducted before a single neutral arbitrator;
- permit reasonable discovery;
- result in a written decision.

The arbitrator shall have authority to award any remedy available under applicable law except where this Agreement lawfully limits recovery.

Judgment upon the arbitration award may be entered in any court having jurisdiction.

Nothing herein prevents either party from seeking temporary or permanent injunctive relief from a court of competent jurisdiction.

Section __. Small Claims Court Exception

Either party may elect to bring an individual claim within the jurisdictional limits of an Indiana Small Claims Court rather than arbitration, provided the claim remains solely an individual action.

Section __. Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOTH PARTIES AGREE THAT ANY CLAIM SHALL BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY.

THE CLIENT WAIVES ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR REPRESENTATIVE PROCEEDING.

The arbitrator shall have no authority to consolidate claims or certify a class.

If this waiver is found unenforceable, only this provision shall be severed and the remaining arbitration agreement shall remain enforceable to the fullest extent permitted by law.

Section __. Attorneys' Fees

The prevailing party in any litigation, arbitration, or mediation arising from this Agreement shall be entitled to recover reasonable attorneys' fees, expert witness fees,

court costs, arbitration costs, mediation costs, and other recoverable litigation expenses to the fullest extent permitted by Indiana law.

Section __. Force Majeure

The Company shall not be liable for any delay, interruption, or failure to perform caused by events beyond its reasonable control, including but not limited to:

- acts of God;
- severe weather;
- fire;
- flood;
- tornado;
- pandemic;
- epidemic;
- governmental orders;
- utility interruptions;
- internet or telecommunications failures;
- labor disputes;
- transportation disruptions;
- civil unrest;
- terrorism; or
- equipment failures despite commercially reasonable maintenance.

Performance shall be suspended during the Force Majeure Event without liability.

Section __. Electronic Communications and Electronic Signature

The parties agree that electronic communications, electronic records, electronic acknowledgments, and electronic signatures satisfy any legal requirement that such communications be in writing.

The Client consents to receive notices, invoices, policies, updates, and contractual documents electronically.

Electronic acceptance of this Agreement through the Company's website, mobile application, payment portal, or electronic signature platform shall constitute the Client's legally binding signature.

Section __. Entire Agreement

This Agreement, together with all incorporated policies, pricing schedules, service descriptions, waivers, and acknowledgments published by the Company, constitutes the complete and exclusive agreement between the parties.

No oral statement, representation, advertisement, or prior communication shall modify this Agreement unless reduced to writing and signed by both parties.

Section __. Amendments

The Company reserves the right to modify these Terms and Conditions prospectively. Material changes shall become effective upon posting on the Company's website or by electronic notice to Clients. Continued use of the Company's services after the effective date constitutes acceptance of the revised Terms except where prohibited by law.

Section __. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable or, if modification is not possible, severed. All remaining provisions shall remain in full force and effect.

Section __. Governing Law and Venue

This Agreement shall be governed exclusively by the laws of the State of Indiana without regard to conflict of law principles.

Except where arbitration applies, the parties consent to the exclusive jurisdiction and venue of the state courts located in Monroe County, Indiana, or the United States District Court having jurisdiction over Monroe County.

Section __. Survival

The provisions relating to payment obligations, indemnification, limitation of liability, dispute resolution, confidentiality, attorneys' fees, governing law, arbitration, class action waiver, and any obligations intended by their nature to survive shall remain in effect following completion, cancellation, or termination of services.

April 2026 UPDATE:

All previous terms are still in effect. Where there is a conflict, the latest update is in effect. Please ask for clarification.

SOCIAL MEDIA, ONLINE REVIEWS & PUBLIC COMMUNICATION POLICY

1. Right to Honest Feedback.

We respect each Client's right to provide honest feedback, reviews, opinions, and evaluations concerning our services. Nothing in these Terms of Service is intended to prohibit or penalize a Client for expressing a truthful opinion or honestly describing the Client's experience with the Company, including a negative experience.

2. Prohibited False, Misleading, or Unlawful Statements.

A Client shall not knowingly publish, transmit, distribute, or cause others to publish or distribute statements concerning the Company, its owners, employees, contractors, representatives, customers, or services that the Client knows to be materially false or misleading.

This prohibition includes, without limitation:

- a. knowingly fabricated claims concerning services that were not purchased or received;
- b. knowingly false statements concerning the Company's handling, loss, theft, damage, cleaning, processing, delivery, or return of property;
- c. falsely representing that an individual is a customer, employee, representative, or other person associated with the Company;
- d. impersonation, fraudulent accounts, fabricated reviews, or coordinated false campaigns;
- e. disclosure of confidential, private, proprietary, or personally identifying information belonging to another person without authorization;
- f. threats, harassment, intimidation, or communications intended to facilitate unlawful conduct; and
- g. knowingly false factual allegations of criminal conduct, theft, fraud, intentional misconduct, or other unlawful activity.

Nothing in this section prohibits a Client from making a good-faith complaint, reporting suspected misconduct to an appropriate governmental agency, participating in a legal proceeding, or providing an honest account of the Client's experience.

3. Company Response to False or Unlawful Content.

If the Company reasonably believes that a public statement contains knowingly false factual allegations, fabricated information, impersonation, harassment, threats, confidential information, or other unlawful content, the Company may preserve evidence and take any lawful action available to it, including requesting correction or removal of the content, reporting content to the applicable platform, and pursuing available legal remedies.

The Company reserves all rights and remedies available under applicable law concerning defamation, libel, slander, fraud, intentional misrepresentation, interference with business relationships, harassment, unlawful disclosure of confidential information, or other actionable conduct.

4. No Waiver of Legitimate Charges or Contractual Obligations.

A Client's publication of a review, complaint, or social media communication does not eliminate or modify any otherwise-valid contractual obligation that existed independently of that communication. This includes amounts properly due for services, charges for lost or damaged property, authorized fees, storage charges, cancellation charges, or other amounts independently authorized by these Terms of Service.

The Company will not impose a fee, forfeiture, loss of deposit, cancellation, or other financial penalty merely because a Client posts an honest negative review or expresses a negative opinion about the Company or its services.

5. Deposits and Refunds.

Any deposit, prepaid amount, refund, credit, or other payment will be handled according to the applicable provisions of these Terms of Service and the circumstances giving rise to the payment. A Client does not forfeit a deposit or refund solely because the Client has posted an honest negative review or criticism.

However, nothing in this provision limits the Company's right to retain or apply a deposit, charge a Client, deny a refund, or pursue reimbursement when independently authorized by these Terms of Service or applicable law, including where the Client has caused damage, failed to pay amounts lawfully due, failed to return Company property, or otherwise breached a contractual obligation unrelated to the Client's exercise of the right to provide an honest review.

6. No Requirement of Positive Reviews.

The Company does not require or condition services, refunds, discounts, deposits, credits, or other benefits upon a Client providing a positive review or refraining from providing a negative review.

7. Severability.

If any provision of this Social Media, Online Reviews & Public Communication Policy is determined to be unenforceable, unlawful, or void, that provision shall be interpreted or limited to the maximum extent permitted by applicable law, and the remaining provisions shall remain in full force and effect.

8. Reservation of Rights.

Nothing in this policy waives, limits, or releases any right or remedy that cannot lawfully be waived or limited by contract. Nothing herein is intended to restrict a Client's rights under applicable federal or state law.

TERMS OF SERVICE

CUSTOMER CONDUCT, SOCIAL MEDIA, LIABILITY, DISPUTE RESOLUTION & REMEDIES

1. CUSTOMER FEEDBACK, REVIEWS & SOCIAL MEDIA

We value honest customer feedback and recognize a Client's right to express truthful opinions and accurately describe the Client's experience with the Company.

Nothing in these Terms prohibits a Client from posting an honest review, complaint, criticism, opinion, photograph, video, or other account of the Client's actual experience with the Company, including a negative review.

However, Clients remain responsible for statements and conduct that independently violate applicable law.

A Client shall not knowingly publish, distribute, transmit, or cause another person to publish or distribute:

1. materially false factual statements that the Client knows are false or misleading;
2. fabricated claims concerning services the Client did not purchase or receive;
3. fabricated claims concerning laundry or other property allegedly lost, stolen, damaged, destroyed, mishandled, or improperly processed by the Company;
4. false allegations that the Company, its owners, employees, contractors, or representatives committed a crime or other unlawful act when the Client knows the allegation is false;
5. impersonation of the Company, its employees, representatives, or another Client;
6. fake or fabricated reviews, including reviews submitted by persons who did not receive the Company's services;
7. confidential, private, proprietary, or personally identifying information concerning another individual without authorization;
8. threats, intimidation, harassment, or communications intended to facilitate unlawful conduct; or
9. content that otherwise constitutes actionable defamation, fraud, intentional misrepresentation, or another legally cognizable claim.

Nothing in this section prohibits a Client from making a good-faith complaint to the Company, a government agency, law enforcement, a court, an attorney, or another appropriate authority.

2. COMPANY RESPONSE TO FALSE OR UNLAWFUL CONTENT

If the Company reasonably believes that content concerning the Company or its services contains knowingly false factual allegations, fabricated information, impersonation, unlawful disclosure of confidential information, threats, harassment, or other actionable conduct, the Company may take lawful steps to protect its business, employees, customers, property, and reputation.

Such steps may include:

- preserving relevant records and evidence;
- responding publicly with truthful information when appropriate;
- requesting correction of demonstrably false factual statements;
- reporting content that violates a social-media platform's rules;
- requesting removal of content that is unlawful or otherwise violates applicable platform policies;
- communicating with the Client concerning the underlying dispute;
- pursuing available legal remedies; and
- seeking damages, injunctive relief, or other relief available under applicable law when supported by a legitimate legal claim.

The Company will not use this provision to penalize a Client merely for expressing an honest negative opinion or posting a truthful review.

3. NO PENALTY FOR HONEST NEGATIVE REVIEWS

The Company does not require positive reviews and does not impose a fee, forfeiture, cancellation, loss of deposit, refund denial, or other financial penalty merely because a Client posts an honest negative review or criticism.

A Client's decision to post a negative review does not, standing alone, constitute a breach of these Terms.

The Company reserves all rights concerning conduct that independently constitutes a breach of contract or actionable misconduct under applicable law.

4. CUSTOMER'S INDEPENDENT CONTRACTUAL OBLIGATIONS

A Client's review, complaint, social-media post, or other public communication does not cancel, discharge, or modify contractual obligations that independently exist under these Terms.

Nothing in the Company's review policy prevents the Company from enforcing otherwise-valid provisions concerning:

- unpaid balances;
- returned or declined payments;
- damage to Company property;
- loss or theft of Company property;
- failure to return equipment, containers, bags, lockers, keys, or other Company property;
- unauthorized use of Company services or accounts;
- fraud or intentional misrepresentation;
- chargebacks or payment disputes;
- storage charges;
- cancellation or missed-service charges where otherwise permitted;
- costs resulting from a Client's breach of these Terms; or
- other legitimate charges expressly authorized by these Terms.

Any such charge, deposit deduction, refund determination, or termination of service must arise from the applicable contractual provision or other lawful basis and **not merely from the Client's decision to post a negative review.**

5. DEPOSITS

Where a deposit is required, the deposit is security for the Client's performance of applicable obligations under these Terms and is not a penalty for exercising the Client's right to provide a review.

Subject to applicable law, the Company may apply or retain some or all of a deposit to satisfy amounts properly owed by the Client, including amounts resulting from:

1. damage to Company property;
2. loss or failure to return Company property;
3. unpaid charges;
4. chargebacks or reversed payments;
5. other documented costs caused by the Client's breach of these Terms; or
6. other charges expressly authorized by the applicable service agreement.

The Company shall not characterize the deposit as forfeited solely because the Client posted a negative review, criticism, complaint, or other protected consumer communication.

6. REFUNDS

Refund eligibility is determined by the Company's applicable refund policy and the specific service purchased.

A Client's eligibility for a refund shall not be reduced or eliminated solely because the Client posted a negative review or expressed dissatisfaction with the Company's services.

However, the Company may deny or reduce a refund when independently authorized by the applicable refund policy or these Terms, including where the Client has already received the applicable service, failed to satisfy stated refund conditions, failed to pay amounts due, caused damage, failed to return Company property, engaged in fraud, or otherwise materially breached these Terms.

7. SUSPENSION OR TERMINATION OF SERVICE

The Company reserves the right, subject to applicable law and any specific service agreement, to suspend or terminate a Client's account or services when the Client:

1. fails to pay amounts properly due;
2. engages in fraud or intentional misrepresentation;
3. repeatedly violates these Terms;
4. damages, steals, misappropriates, or fails to return Company property;
5. threatens the safety of Company personnel, customers, or other persons;
6. engages in harassment, intimidation, or unlawful conduct;
7. attempts to obtain services through fraudulent means;

8. materially interferes with Company operations; or
9. otherwise materially breaches these Terms.

The Company will not terminate service solely because a Client provides an honest negative review or expresses a good-faith complaint.

Where service is terminated because of an independent breach by the Client, any refund shall be determined under the applicable refund policy and these Terms.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company's liability arising out of or relating to the Company's services shall be limited to the remedies expressly provided in these Terms and, where applicable, the value of the affected laundry or property as determined under the Company's applicable loss or damage policy.

The Company shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost business opportunities, emotional distress, inconvenience, loss of use, or other consequential losses, except to the extent such limitation is prohibited by applicable law.

Nothing in this provision limits liability that cannot legally be limited or waived.

9. CUSTOMER RESPONSIBILITY FOR PROPERTY

The Client acknowledges that laundry and other personal property delivered to the Company remain the Client's property.

The Client is responsible for accurately identifying items requiring special care and for complying with the Company's published preparation, labeling, prohibited-item, and service requirements.

The Company shall not be responsible for damage resulting from:

- pre-existing damage or weakness;
- ordinary wear and tear;
- improper care labels or missing care labels;
- items requiring specialized treatment not disclosed by the Client;
- items placed in laundry contrary to Company instructions;
- color bleeding, shrinkage, or other inherent characteristics of a garment;
- decorative elements, adhesives, prints, coatings, or materials that are not reasonably suitable for the selected service;
- items excluded under the Company's published policies; or
- circumstances outside the Company's reasonable control.

10. PROHIBITED ITEMS

The Company may refuse to process items that, in its reasonable judgment, present a safety, contamination, sanitation, equipment, or property risk.

If prohibited, hazardous, contaminated, excessively soiled, or otherwise unsuitable items are submitted, the Company may refuse service, isolate the items, return them to the Client, charge applicable handling or service fees where authorized, or take other reasonable action consistent with applicable law.

11. CUSTOMER INDEMNIFICATION

To the maximum extent permitted by law, the Client agrees to reimburse and hold harmless the Company and its owners, officers, employees, and agents from third-party claims, damages, losses, liabilities, costs, and reasonable attorneys' fees arising from the Client's:

1. intentional misconduct;
2. fraud or material misrepresentation;
3. violation of these Terms;
4. unlawful conduct;
5. misuse of Company property;
6. submission of prohibited or hazardous materials; or
7. conduct that causes injury or damage to another person or property.

This provision does not require the Client to indemnify the Company for the Company's own conduct to the extent such indemnification is prohibited by applicable law.

12. ATTORNEYS' FEES AND COLLECTION COSTS

To the extent permitted by applicable law, if the Company is required to take legal action or engage collection services because of the Client's material breach of these Terms, the Company may seek recovery of reasonable attorneys' fees, court costs, collection expenses, and other recoverable costs where authorized by law or contract.

Nothing in this provision permits recovery of attorneys' fees where such recovery is prohibited by applicable law.

13. INJUNCTIVE AND EQUITABLE RELIEF

The Client acknowledges that certain breaches of these Terms, including unauthorized disclosure of confidential information, misuse of Company property, impersonation, fraud, or other conduct causing irreparable harm, may result in damages that are difficult to quantify.

To the extent permitted by law, the Company may seek temporary, preliminary, or permanent injunctive or equitable relief when necessary to prevent or stop such conduct.

Nothing in this provision authorizes the Company to seek an injunction merely to suppress an honest consumer review or good-faith complaint.

14. MANDATORY INFORMAL DISPUTE RESOLUTION

Before initiating arbitration or litigation concerning a dispute arising from these Terms, the Client and Company shall first make a good-faith effort to resolve the dispute informally.

The complaining party shall provide written notice describing:

1. the nature of the dispute;
2. the relevant transaction or service;
3. the requested resolution; and
4. reasonable supporting documentation.

The parties shall have at least thirty (30) days after receipt of the written notice to attempt to resolve the dispute before proceeding to arbitration or litigation, unless emergency equitable relief or another legally recognized exception applies.

15. MEDIATION

If the dispute cannot be resolved through informal negotiations, either party may request mediation before initiating arbitration or litigation, except where otherwise prohibited or unnecessary under applicable law.

The parties shall cooperate in selecting a mutually acceptable mediator and shall share mediation costs equally unless otherwise agreed or ordered.

Nothing in this section prevents either party from seeking emergency injunctive or equitable relief when legally appropriate.

16. ARBITRATION

Except for claims that cannot lawfully be subjected to arbitration, disputes arising from or relating to these Terms or the Company's services shall, at the Company's or Client's election where permitted by law, be resolved through binding arbitration administered by a mutually agreed arbitration provider.

The arbitration shall be conducted in Indiana unless the parties agree otherwise.

The arbitrator shall have authority to award the same individual remedies that would be available in a court of competent jurisdiction, subject to the limitations contained in these Terms and applicable law.

The arbitrator shall not have authority to award relief prohibited by law or to modify provisions of these Terms except to the extent required by applicable law.

17. SMALL CLAIMS EXCEPTION

Nothing in the arbitration provision prevents either party from bringing an individual claim in an Indiana small claims court when the claim qualifies for that court and the party elects to proceed there, to the extent such an exception is permitted by applicable law.

18. CLASS ACTION WAIVER

To the maximum extent permitted by applicable law, disputes shall be brought only on an individual basis.

Neither the Client nor the Company shall participate in a class, collective, representative, consolidated, or private-attorney-general proceeding concerning a dispute covered by these Terms, except to the extent such waiver is prohibited by applicable law.

If applicable law prohibits enforcement of this waiver for a particular claim, that claim shall proceed only to the extent required by law.

19. GOVERNING LAW

These Terms shall be governed by and interpreted under the laws of the State of Indiana, without regard to conflict-of-law principles, except to the extent federal law or another mandatory law applies.

20. VENUE

To the extent a dispute is permitted to proceed in court, and subject to any legally enforceable arbitration or small-claims provision, the parties agree that venue shall be in an appropriate state or federal court located in Indiana and, where legally permissible, in or serving the county in which the Company's principal place of business is located.

21. SEVERABILITY

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent permitted by law or, if necessary, severed from these Terms.

The remaining provisions shall remain in full force and effect.

22. NO WAIVER

A failure by the Company to enforce any provision of these Terms on one occasion shall not constitute a waiver of the Company's right to enforce that provision on another occasion.

23. ENTIRE AGREEMENT

These Terms, together with any applicable order, service agreement, pricing schedule, refund policy, laundry-care policy, privacy policy, and other policies incorporated by reference, constitute the agreement between the Company and Client concerning the applicable services.

24. ELECTRONIC ACCEPTANCE

By creating an account, placing an order, submitting laundry, purchasing services, checking an acceptance box, signing electronically, or otherwise using the Company's services after being provided notice of these Terms, the Client acknowledges that the Client has had an opportunity to review and accept these Terms.

Electronic acceptance shall have the same force and effect as a handwritten signature to the extent permitted by applicable law.

25. CHANGES TO TERMS

The Company may update these Terms from time to time. Changes shall become effective as stated in the updated Terms and shall apply prospectively to transactions occurring after the effective date, except where otherwise permitted by law.

26. STATUTORY RIGHTS PRESERVED

Nothing in these Terms is intended to waive, restrict, or interfere with any right or remedy that cannot legally be waived, including rights under applicable federal or state consumer-protection laws.

If any provision conflicts with a mandatory provision of applicable law, the mandatory law shall control to the extent of the conflict.

27. CUSTOMER ACKNOWLEDGMENT

By accepting these Terms, the Client acknowledges that:

- the Client has had an opportunity to review these Terms;
- the Client understands that the Company does not prohibit honest reviews or criticism;
- the Client remains responsible for knowingly false factual statements and other unlawful conduct;

- legitimate contractual charges are independent of the Client's right to review the Company;
- deposits and refunds are governed by the applicable service and refund provisions; and
- these Terms contain provisions concerning liability, dispute resolution, arbitration, venue, and other legal rights.

IMPORTANT: Nothing in this section prohibits a Client from truthfully describing the Client's experience, expressing an opinion, making a good-faith complaint, reporting suspected misconduct to an appropriate governmental agency or law-enforcement authority, or exercising any other right protected by applicable law.

THE LAUNDRY CO.

TERMS OF SERVICE

WASH-DRY-FOLD, PICKUP & DELIVERY, LAUNDRY LOCKERS, SERVICE PLANS & CUSTOMER POLICIES

Effective Date: _____

Company: THE LAUNDRY CO. (“Company,” “we,” “us,” or “our”)

Customer: The individual purchasing or using Company services (“Customer,” “you,” or “your”)

These Terms of Service (“Terms”) govern all services provided by THE LAUNDRY CO., including wash-dry-fold, pickup and delivery, laundry locker services, recurring service plans, semester plans, annual service agreements, storage, and related services.

By creating an account, placing an order, enrolling in a service plan, submitting laundry, using a laundry locker, authorizing payment, electronically accepting these Terms, or otherwise using Company services, you agree to these Terms.

1. SERVICE AGREEMENT & TERM

1.1 Annual Service Commitment

Unless otherwise expressly stated in writing, a Customer's enrollment in a school-year or annual service plan constitutes a **service agreement for the applicable academic year.**

The service commitment begins on the applicable service start date and continues through the end of the applicable academic year, unless otherwise stated in the Customer's service agreement.

For purposes of plans tied to the Indiana University academic calendar, the applicable school year generally concludes on **May 14**, unless the Company's published service calendar states otherwise.

1.2 Semester Plans

Customers enrolling in a semester plan agree to the applicable minimum service commitment for that semester.

Where a plan provides for continuation into the spring semester, the Customer must timely renew or continue the service according to the Company's renewal procedures.

1.3 Monthly Plans

A monthly payment schedule does not necessarily mean that the underlying service commitment is month-to-month.

Unless the Customer's written service agreement expressly states otherwise, a monthly payment option is a **payment method for the applicable school-year service commitment**, rather than an unrestricted month-to-month cancellation arrangement.

Customers enrolled under a school-year monthly plan are expected to maintain the service through the end of the applicable school year, **May 14**, unless the Company agrees otherwise in writing.

2. CANCELLATION POLICY

2.1 General Cancellation Policy

Because the Company reserves operational capacity, personnel, equipment, processing capacity, routes, lockers, and other resources based upon Customer enrollment, cancellation provisions are an essential part of the service agreement.

Once the applicable semester has begun, payments for that semester are non-refundable.

Unless expressly stated otherwise in writing, **no refunds will be issued after the applicable semester's service period has begun**, regardless of whether the Customer subsequently elects not to use all or part of the services.

Failure to use the service does not automatically constitute cancellation or entitle the Customer to a refund.

2.2 Annual / School-Year Service Agreements

A Customer enrolled in an annual or school-year service agreement is committing to the applicable academic-year service term.

If the Customer cancels, abandons, or fails to fulfill the applicable service commitment, the Customer's deposit may be retained and applied as the agreed cancellation charge, subject to applicable law.

2.3 Spring Semester Renewal

Where a Customer's fall semester plan is structured to continue into the spring semester, the Customer must renew or continue the applicable service plan in accordance with the Company's stated renewal deadline.

If the Customer does not renew for the spring semester after being enrolled under a plan requiring continuation or renewal, the applicable deposit will be forfeited and retained as the cancellation charge associated with the unfulfilled service commitment.

The deposit is not a penalty for providing a review, complaint, or criticism of the Company. It is a contractual security/cancellation amount associated with the Customer's service commitment.

2.4 Monthly Service Plans

Customers enrolled in a monthly payment plan tied to the academic year agree to maintain the applicable service commitment through the end of the school year.

The school-year service commitment ends May 14, unless the Company's published academic-year service calendar provides a different end date.

If a Customer enrolled in a school-year monthly plan stops service, cancels, or fails to renew/continue the plan before May 14 without an exception authorized by the Company in writing:

- the Customer's deposit will be forfeited and retained as the applicable cancellation charge; or
- if no deposit is held, the Customer authorizes the Company to charge a **cancellation fee equal to the amount of the required deposit** to the payment method on file.

2.5 Cancellation Fee When No Deposit Is Held

If the Customer's applicable service plan requires a deposit but no deposit is held by the Company at the time of cancellation or failure to fulfill the applicable service commitment, the Customer agrees that the Company may charge a **cancellation fee equal to the amount of the required deposit**.

This cancellation fee represents the agreed amount associated with the Customer's failure to fulfill the applicable minimum service commitment and the Company's reservation of capacity and resources for that commitment.

The cancellation fee is not imposed because of a Customer's decision to provide a negative review, criticism, or complaint.

2.6 No Refunds After Semester Begins

Once a semester's service period begins, **semester payments and other prepaid service amounts are non-refundable**, except where a refund is required by applicable law or the Company expressly agrees otherwise in writing.

This provision applies even if the Customer:

- leaves school;
- moves off campus;
- changes housing;
- decides to do laundry independently;
- transfers schools;
- does not use all available services;
- travels for an extended period;
- changes personal circumstances; or
- otherwise chooses not to utilize the service.

2.7 Exceptions

The Company may, in its sole discretion, approve an exception to the cancellation or refund policy.

Any exception must be confirmed by the Company in writing.

An exception granted in one circumstance does not create a continuing obligation to grant the same exception to another Customer.

3. DEPOSITS

A deposit may be required to enroll in certain services or service plans.

The deposit serves as security for the Customer's performance of the applicable service commitment and other obligations under these Terms.

Subject to applicable law, the Company may retain or apply the deposit toward:

1. an applicable cancellation charge;
2. failure to fulfill a minimum service commitment;
3. unpaid balances;
4. returned or declined payments;
5. damage to Company property;
6. failure to return Company property;
7. other documented costs resulting from the Customer's breach of these Terms; or
8. another charge expressly authorized by the applicable service agreement.

A deposit shall not be characterized as forfeited solely because a Customer posts a negative review, expresses dissatisfaction, or makes an honest complaint.

4. PAYMENT AUTHORIZATION

By enrolling in a recurring service plan, Customer authorizes the Company to charge the payment method provided for all amounts properly due under the applicable service agreement and these Terms.

This may include:

- recurring service charges;
- applicable taxes;
- cancellation charges;
- deposits;
- unpaid balances;
- damage charges;
- replacement costs for Company property;
- storage charges;
- returned-payment fees where permitted;
- applicable delivery or pickup charges; and
- other charges expressly authorized by the Customer's service agreement.

Customer agrees to maintain a valid payment method on file throughout the service term.

5. FAILED PAYMENTS & ACCOUNT DEFAULT

If a payment is declined, reversed, charged back, or otherwise not successfully received, the Company may suspend service until the account is brought current.

The Company may also charge any applicable late, returned-payment, collection, or other fee authorized by the applicable agreement and law.

A Customer's failure to pay does not automatically cancel the underlying service commitment.

6. LAUNDRY SUBMISSION

Customer is responsible for ensuring that items submitted for processing are reasonably suitable for the service selected.

Customer should:

- check pockets;
- remove valuables;
- identify items requiring special care;
- disclose delicate or unusual materials;
- follow applicable labeling requirements;
- identify items requiring special handling; and
- comply with Company instructions concerning prohibited items.

The Company is not responsible for valuables, money, jewelry, electronics, documents, medications, or other prohibited or improperly submitted items placed inside laundry.

7. PROHIBITED & HAZARDOUS ITEMS

The Company may refuse to process items that present a sanitation, contamination, safety, equipment, employee, or property risk.

Examples may include items containing:

- hazardous substances;
- bodily fluids;
- excessive biological contamination;
- sharp objects;
- chemicals;
- flammable materials;
- pests or infestations;
- animal waste;
- needles or other dangerous objects; or
- other materials that reasonably create an unsafe processing condition.

The Company may refuse, isolate, return, or otherwise handle such items in a reasonable manner consistent with applicable law.

8. LOST, DAMAGED OR MISPLACED ITEMS

The Company will use reasonable care in processing Customer property.

However, the Company shall not be responsible for damage resulting from:

- normal wear and tear;
- pre-existing damage;
- weakened fibers or materials;
- improper or missing care labels;
- manufacturer's defects;
- color bleeding;
- shrinkage or stretching inherent to the garment or material;
- decorative elements, adhesives, coatings, prints, or embellishments;
- improper Customer preparation;
- items unsuitable for the selected service;
- prohibited items;
- ordinary characteristics of a particular fabric or garment; or
- circumstances outside the Company's reasonable control.

Claims for lost or damaged property must be submitted within the Company's stated claim period and must contain sufficient information for the Company to investigate the claim.

9. CUSTOMER PROPERTY VALUE

For purposes of evaluating a claim for lost or damaged property, the Company may consider the item's age, condition, original purchase price, reasonable depreciated value, and other relevant factors.

The Company is not automatically responsible for the original retail price of a damaged or lost item.

Where permitted by law, the Company's liability for an individual lost or damaged item shall be limited to the amount provided under the Company's applicable loss-and-damage policy.

10. LAUNDRY LOCKERS & COMPANY PROPERTY

Laundry bags, lockers, keys, access devices, containers, equipment, and other materials provided by the Company remain Company property unless expressly sold to Customer.

Customer is responsible for returning Company property upon request or termination of service.

Customer may be charged for lost, damaged, stolen, or unreturned Company property where permitted by applicable law.

11. STORAGE & UNCLAIMED ITEMS

Customer is responsible for retrieving laundry and personal property within the applicable pickup or delivery period.

Laundry or property remaining unclaimed beyond the applicable period may be subject to storage charges and other procedures disclosed by the Company.

The Company may dispose of, donate, or otherwise handle abandoned property after reasonable notice and expiration of the applicable claim period, subject to applicable law.

12. SERVICE INTERRUPTIONS

The Company may temporarily suspend or modify services because of:

- severe weather;
- transportation disruptions;
- equipment failure;
- utility interruptions;
- labor shortages;
- building closures;
- campus restrictions;
- emergencies;
- governmental orders;
- supply-chain disruptions;
- natural disasters; or
- other circumstances beyond the Company's reasonable control.

The Company will make reasonable efforts to resume service as soon as practicable.

13. CUSTOMER CONDUCT

Customer agrees to interact with Company employees, contractors, delivery personnel, and representatives respectfully and lawfully.

The Company may suspend or terminate service for:

- threats;
- physical intimidation;
- harassment;
- abusive conduct;
- intentional property damage;
- fraud;
- theft;
- repeated material violations of these Terms;
- unlawful conduct; or
- conduct that creates a legitimate safety concern.

The Company will not terminate service merely because a Customer provides an honest negative review or good-faith complaint.

14. SOCIAL MEDIA, REVIEWS & PUBLIC COMMUNICATION

The Company respects a Customer's right to provide truthful feedback and honest reviews, including negative reviews.

Nothing in these Terms prohibits a Customer from honestly describing the Customer's experience or expressing an opinion.

However, Customers shall not knowingly publish or distribute materially false factual statements, fabricated experiences, impersonation, fraudulent reviews, unlawful disclosures of private information, threats, harassment, or other actionable unlawful content concerning the Company, its employees, contractors, customers, or services.

This includes knowingly false allegations that the Company or its personnel committed theft, fraud, criminal conduct, intentional misconduct, or other unlawful activity.

The Company reserves the right to preserve evidence, request correction, report unlawful content to applicable platforms, and pursue remedies available under applicable law when a Customer engages in actionable conduct.

Nothing in this provision:

- prohibits an honest negative review;
- prohibits a good-faith complaint;
- prohibits reporting suspected misconduct to law enforcement or a governmental agency;
- requires a positive review;
- permits retaliation against a Customer for an honest review; or
- waives any rights provided by federal or state law.

15. NO PENALTY FOR HONEST REVIEWS

The Company will not impose a fee, deposit forfeiture, cancellation charge, refund denial, or other financial penalty **merely because a Customer posts an honest negative review or criticism.**

Any cancellation fee, deposit retention, refund determination, suspension, or other contractual remedy must arise from an independent contractual obligation or lawful basis.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost business opportunities, loss of use, inconvenience, or other consequential losses.

Nothing in these Terms limits liability that cannot legally be limited.

17. CUSTOMER INDEMNIFICATION

To the maximum extent permitted by law, Customer agrees to reimburse and hold harmless the Company and its owners, officers, employees, contractors, and agents from third-party claims, damages, losses, liabilities, costs, and reasonable attorneys' fees arising from Customer's:

- fraud;
- intentional misconduct;
- material misrepresentation;
- unlawful conduct;
- violation of these Terms;
- misuse of Company property;
- submission of hazardous or prohibited materials; or
- conduct causing injury or damage to another person or property.

This provision does not require Customer to indemnify the Company for the Company's own conduct to the extent prohibited by law.

18. ATTORNEYS' FEES & COLLECTION COSTS

To the extent permitted by applicable law, if the Company is required to take legal action or engage collection services because of Customer's material breach of these Terms, the Company may seek recovery of reasonable attorneys' fees, court costs, collection expenses, and other recoverable costs where authorized by law or contract.

19. INJUNCTIVE & EQUITABLE RELIEF

Nothing in these Terms prevents the Company from seeking temporary, preliminary, or permanent injunctive or equitable relief when legally appropriate to prevent irreparable harm, including in cases involving unauthorized disclosure of confidential information, fraud, impersonation, misuse of Company property, or threats to safety.

The Company will not seek injunctive relief merely to suppress a lawful honest review or good-faith complaint.

20. INFORMAL DISPUTE RESOLUTION

Before initiating arbitration or litigation, the parties shall first make a good-faith effort to resolve the dispute informally.

The complaining party should provide written notice describing:

1. the nature of the dispute;
2. the applicable transaction or service;
3. the requested resolution; and
4. reasonably available supporting documentation.

The parties shall have thirty (30) days to attempt to resolve the dispute, unless emergency relief or another legally recognized exception applies.

21. MEDIATION

If a dispute cannot be resolved informally, either party may request mediation before arbitration or litigation, except where otherwise permitted or required by law.

The parties shall cooperate in selecting a mutually acceptable mediator.

22. ARBITRATION

Except for claims that cannot legally be arbitrated, disputes arising out of or relating to these Terms or the Company's services shall be resolved through binding arbitration to the extent permitted by applicable law.

The arbitration shall take place in Indiana unless otherwise agreed.

The arbitrator may award the individual remedies available in a court of competent jurisdiction, subject to applicable law and these Terms.

23. SMALL CLAIMS COURT

Nothing in these Terms prevents either party from bringing an individual claim in an Indiana small claims court where the claim qualifies and the party elects that forum, to the extent permitted by applicable law.

24. CLASS ACTION WAIVER

To the maximum extent permitted by applicable law, disputes shall be brought only on an individual basis.

Neither party shall participate in a class, collective, representative, or consolidated action concerning a dispute covered by these Terms except to the extent such waiver is prohibited by law.

If applicable law prohibits enforcement of this waiver for a particular claim, that claim shall proceed only to the extent required by law.

25. GOVERNING LAW

These Terms shall be governed by the laws of the State of Indiana, without regard to conflict-of-law principles, except where federal law or another mandatory law applies.

26. VENUE

To the extent a dispute is permitted to proceed in court, venue shall be in an appropriate state or federal court located in Indiana and, where legally permissible, in the county in which the Company's principal place of business is located.

27. SEVERABILITY

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent permitted by law or severed if necessary.

The remaining provisions shall remain in full force and effect.

28. NO WAIVER

The Company's failure to enforce any provision on one occasion shall not constitute a waiver of its right to enforce that provision in the future.

29. ENTIRE AGREEMENT

These Terms, together with applicable service agreements, pricing schedules, refund policies, laundry-care policies, privacy policies, and other policies incorporated by reference, constitute the agreement between Customer and Company concerning the applicable services.

30. ELECTRONIC ACCEPTANCE

By creating an account, placing an order, enrolling in a service plan, submitting laundry, authorizing payment, checking an acceptance box, signing electronically, or using Company services after receiving notice of these Terms, Customer acknowledges that Customer has reviewed and accepted these Terms.

Electronic acceptance shall have the same force and effect as a handwritten signature to the extent permitted by applicable law.

31. CHANGES TO TERMS

The Company may update these Terms from time to time.

Changes shall become effective prospectively as stated in the updated Terms, except where otherwise permitted by law.

32. CUSTOMER ACKNOWLEDGMENT

By accepting these Terms, Customer acknowledges and agrees that:

1. applicable service plans may constitute a minimum-term service commitment;
2. monthly payment arrangements do not necessarily create a month-to-month cancellation right;
3. **service agreements tied to the academic year continue through May 14 unless otherwise expressly stated;**
4. **no refunds are provided once the applicable semester has begun, except where required by law or expressly approved by the Company;**
5. **a required deposit may be retained as a cancellation charge when Customer fails to fulfill the applicable service commitment;**
6. **if a required deposit was not collected, the Company may charge a cancellation fee equal to the required deposit;**
7. deposits and cancellation charges are separate from and unrelated to the Customer's right to provide honest reviews;
8. Customer remains responsible for legitimate charges independently authorized by these Terms;
9. the Terms contain provisions concerning liability, dispute resolution, arbitration, venue, and other legal rights; and
10. nothing in these Terms is intended to waive a right that cannot legally be waived.

CUSTOMER ACCEPTANCE

Customer Name: _____

Email: _____

Service Plan: _____

Service Term: _____

Deposit Amount: \$ _____

Cancellation Fee (if applicable): \$ _____

Customer Signature: _____

Date: _____

Electronic Acceptance: ☐ I have read, understand, and agree to the Terms of Service.

THE LAUNDRY CO.