

LAUNDRY KING
MOBILE APPLICATION
TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS ('TERMS') CAREFULLY. BY USING OR ACCESSING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, LAUNDRY KING IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE SERVICES AND YOU MUST NOT ACCESS OR USE THE SERVICES.

USE OF THE SERVICES

Your access to and use of the services and all content contained on or accessed from the services, including text, graphics, images, photographs, videos, user interfaces, visual interfaces, trademarks, logos, applications, programs, computer code and other information (collectively, the "Content"), are expressly conditioned upon your compliance with these Terms.

You may not access or use the services for any purpose that: (a) is prohibited by the Terms; (b) violates any applicable law; (c) causes damage on or through the services; (d) infringes upon the rights of any third party; (e) is defamatory, libelous, abusive, obscene, pornographic, lewd, indecent, suggestive, harassing, threatening, inflammatory, fraudulent or otherwise objectionable; (f) results in the commercial resale of items or services without the prior written consent of Laundry King; or (g) actually affects or interrupts or attempts to affect or interrupt operation of the services.

Additionally, you agree not to: (a) use any robot, spider, or other automatic device, process, or means to access the services for any purpose, including monitoring or copying any of the material on the services; (b) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (c) interfere in any manner with the operation or hosting of the services or attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the services, the server on which the services are stored, or any server, computer, or database connected to the services; (d) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the services; or (e) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the services.

We may discontinue, or change from time to time, any service including any service Term, in our sole discretion without notice. We also may discontinue or change specifications on services described and/or displayed through the app, in our sole discretion without notice.

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LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LAUNDRY KING, ITS AFFILIATES, SERVICE PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND/OR AGENTS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE CONTENT ON ANY OF THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF LAUNDRY KING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LAUNDRY KING'S TOTAL LIABILITY, WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES.

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PRIVACY POLICY

Personal Information means any information relating to an identified or identifiable individual. Examples of Personal Information include: name, email address, IP address, personal account number and phone number.

We May Use Your Personal Information to:

- Process your payment transactions.
- Protect against and prevent fraud, and other legal or information security risks.
- Provide and communicate with you about products and services offered by Laundry King.
- Provide you with personalized services and recommendations.
- Operate, evaluate and improve our business, including anonymization and analytics.
- Serve other purposes for which we provide specific notice at the time of collection, and as otherwise authorized or required by law.

We maintain appropriate security safeguards to protect your Personal Information and only retain it for a limited period of time.

The security of your Personal Information is important to Laundry King. We are committed to protecting the information we collect. We maintain administrative, technical and physical safeguards designed to protect the Personal Information you provide or we collect against accidental, unlawful or unauthorised destruction, loss, alteration, access, disclosure or use.

We also take measures to delete your Personal Information or keep it in a form that does not permit identifying you when this information is no longer necessary for the purposes for which we process it, unless we are required by law to keep this information for a longer period.

USERS AND ACCOUNTS

In order to participate in certain areas of our services, you will need to register for an account. When you set up an account, you may be required to choose a user name and password. In creating an account, you agree to the following: (a) create only one account; (b) provide accurate, truthful, current and complete information; (c) keep your information updated and accurate; (d) protect your password and access to your account; (e) notify us if you discover or otherwise suspect that the security of your account has been compromised or breached; and (f) take responsibility for all activities that occur under any account registered to you and accept all risks of unauthorized use of the account.

Your account, username, and password are for your personal use only. You are solely responsible for maintaining the confidentiality of, and are responsible for all activities that occur under, your account, username and password, and any other information that may be used to access your account. You are solely responsible for all use of the services in connection with your account, including compliance with these Terms, and will be fully liable for all costs, fees, liabilities or damages incurred through the use of your account and any transactions completed through your account.

PICK UP AND DELIVERY

Designated location is a place you choose within the app, that you have determined to be secure, and has easy access for pickups and deliveries. You must leave your bag or bags at the designated location before the scheduled pick up time. Laundry King is not responsible for theft, damage, or loss of your garments prior to pick up or after delivery. You leave the bag or bags at the designated location at your own risk. Usually, it takes 1-2 business days to complete an order.

However, delivery time depends on the amount of garments, the complexity of the services and the total volume of orders received by Laundry King. Once delivery has been made, we will not be held responsible or liable for the loss or damage of any items. It is the customer's sole responsibility to ensure the safety of items after delivery by Laundry King.

LOST OR DAMAGED ITEMS

It is our priority to supply the best care to your garments and we appreciate your trust. However, Laundry King cannot guarantee against color loss, bleeding, shrinkage, other garment damage, or loss of items. While it is never our intention for an item to go missing, occasionally it can happen. Differences in count must be reported, and the ticket presented within 48 hours. Unless a list accompanied the bundle, our count must be accepted. The company's liability with respect to any lost or damaged article shall not exceed 10 times our charge for processing it.

We exercise utmost care in processing articles entrusted to us and use such processes which, in our opinion, are best suited to the nature and condition of each individual article. Nevertheless, we cannot assume responsibility for inherent weaknesses of or defects in materials that are not readily apparent prior to processing. This applies particularly, but not exclusively, to suedes, leathers, silks, satins, double-faced fabrics, vinyls, polyurethanes, etc. Responsibility also is disclaimed for trimmings, buckles, beads, buttons, bells and sequins.

Laundry King additionally is not liable for damage caused by you not selecting the correct service when placing an order (e.g. selecting wash and fold instead of dry cleaning, forgetting to add hang dry service, etc.), or when items are sent in incorrect bags (e.g. dry cleaning placed inside a labeled wash and fold bag). Laundry King is also not liable for damage caused by, but not limited to loose items like pens and lipstick.

Laundry King reserves the right not to provide services that would seriously damage garment or for other reasons in order to preserve your items.

Although we do our best to prevent any damages to your garment, unfortunately every garment, regardless of brand or quality, will wear out over time, and there is nothing Laundry King can do to predict when this will happen, or prevent it. For damage related to normal wear and tear, Laundry King does not provide reimbursement or compensation.

PAYMENT

You understand that use of the services may result in payments by you for the services you receive. After your garments are ready, Laundry King will process payment of the applicable charges, using the preferred payment method designated in your Account.

If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Laundry King may use a secondary payment method in your Account, if available. Please note that in the event you dispute any part of a valid charge via chargeback, you agree that Laundry King will have the right at our option to pursue you for payment, to seek reimbursement of any related costs incurred by us, to turn any past due account over to collections and/or report delinquent payment to credit bureaus.

Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Laundry King. Any request for lower charges or disputes regarding the charges should be addressed to contacts indicated in the Laundry King App.

TERMINATION OF SERVICES

Laundry King reserves the right, in its sole discretion, to terminate your access to the Applications and services or any portion thereof at any time. We will use commercially reasonable efforts to attempt to notify you of such termination. Laundry King reserves the right to cancel services and/or your Account for cause, such as if a delivery is unsuitable, inaccessible or unsafe, or due to force majeure or inappropriate or abusive activity by you or third parties. In the event of any termination, you will be responsible for paying for services performed prior to termination.

The Agreement shall continue to apply for as long as you use the services, and any provisions contained herein which by their nature or effect are required or intended to be observed after termination will survive termination and remain binding, including the provisions regarding your indemnification obligations, our limitations of liability and the resolution of disputes through arbitration.

GOVERNING LAW AND JURISDICTION

All matters relating to the services and these Terms and any dispute or claim arising from or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. At Laundry King's sole discretion, you may be required to submit any disputes arising from these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

MISCELLANEOUS

You may not assign the Agreement without Laundry King's prior written approval. Laundry King may assign this Agreement without your consent to: (a) a subsidiary or affiliate; (b) an acquirer of Laundry King's equity, business or assets; or (c) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Laundry King or any Third Party Contractor as a result of this Agreement or use of the services. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Laundry King in writing. Laundry King's failure to enforce any part of this Agreement will not be considered a waiver. Any waiver by Laundry King of any provision of this Agreement must be in writing. Unless otherwise specified herein, the Agreement constitutes the entire agreement between you and Laundry King with respect to the app and services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Laundry King with respect thereto.