

Terms of Use

Gray Shark LLC, which owns this website, and its ServiceMaster brand affiliates and subsidiaries (“Pristine Cleaning”, “we”, “us”, or “our”) operates this website (the “Site”) and may operate other websites, online interfaces, mobile or desktop applications and/or additional online properties and services (collectively with the Site, the “Services”) for your information and personal use. The terms and conditions set forth in these Terms of Use (the “Terms”), together with our Privacy Policy comprise a binding legal agreement between you and Pristine Cleaning, and govern your access to the use of the Services, including any Content (as defined in Section 7 below) appearing on or provided through the Services. Please read these Terms carefully. This Site is offered and available to users who are at least 18 years or older (or over the legal age of majority in your jurisdiction), and by using the Services, you represent and warrant that (1) you have read, understand and agree to be bound by these Terms; and (2) you are at least 18 years old; and (3) you are authorized to enter into this agreement. Pristine Cleaning cleaning services are provided by independently owned and operated franchises or by a corporate owned branch. Prices, cancellation policies and related fees and services will vary by location. **Please read these Terms carefully before purchasing Services through the Site or otherwise using this Site.**

DO NOT USE THIS SITE OR ANY SERVICES IF YOU DO NOT ACCEPT THESE TERMS. BY ACCESSING AND/OR USING THE SITE OR ANY SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS WITHOUT LIMITATION OR QUALIFICATION.

PLEASE NOTE THAT SECTION 15 OF THESE TERMS CONTAINS A BINDING ARBITRATION CLAUSE AND SECTION 14 CONTAINS A CLASS ACTION WAIVER. TO THE FULLEST LEGALLY PERMISSIBLE EXTENT, THESE TERMS AFFECT THE RIGHTS YOU HAVE IN ANY DISPUTE WITH US, OUR SUBSIDIARIES AND AFFILIATES, AND DETERMINE HOW ANY SUCH DISPUTE MAY BE RESOLVED.

1. VOID WHERE PROHIBITED

This Site is located in the United States (“U.S.”) and is designed to comply with the laws, rules and regulations of the U.S.; and only intended for access and use by U.S. residents.

2. AMENDMENT OF TERMS AND MODIFICATION OF SITE

Pristine Cleaning reserves the right to modify these Terms at any time in its sole and absolute discretion. Unless otherwise prohibited by law, such modifications will be effective immediately upon being posted on this Site, or when communicated by email when required by applicable law. Continuing to access and/or use the Site or Services after we post modifications to the Terms constitutes your acceptance of such modifications.

Further we reserve the right to modify, suspend, or discontinue the Site (or any part of the Site, Content or any Services), temporarily or permanently, for any or no reason and without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of any Services or Content. For example, we may change the information and materials on the Site from time to time at our sole discretion, and we may restrict access to some or all of the Services and/or Content to both guests and users.

3. RESTRICTIONS ON SITE ACCESS AND USE

You may not access or use, or attempt to access or use, the Services or Content to take any action that could harm Pristine Cleaning, or any third Party, or interfere with the operation of the Services, nor may you use the Services in a manner that violates any applicable laws, rules or regulations. Without limiting the foregoing, you agree not to:

- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity or the origin of any information you provide;
- Use any device, software, or routine to interfere or attempt to interfere with the proper functioning of any Service or Content or any activity conducted on any Service or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;

Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of any Services;

Engage in unauthorized spidering, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile information;

Obtain or attempt to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Services or Content;

Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;

Upload or otherwise transmit any communication, software, or material that contains a virus, adware, malware, spyware, or ransom-ware, or is otherwise harmful to our users' computers or systems; or

Engage in any other conduct that restricts or inhibits any person from using or enjoying the Services or Content, or that, in our sole and absolute judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or harm of any type.

Violations of system or network security and certain other conduct may result in civil or criminal liability to you. We may investigate and work with law enforcement authorities to prosecute users who violate these Terms.

4. REGISTRATION

You may be asked to register for certain activities in connection with the Services by creating a user profile. When you so register, you agree to provide accurate, current, and complete information about yourself and to promptly update this information to maintain its accuracy. We have the right to suspend or terminate any account or other registration and to refuse any and all current access to or future use of the Services if we suspect that such information is inaccurate or incomplete. You are responsible for maintaining the confidentiality of any password and username that you are given or select in connection with the Services, and you are responsible for all activities that occur under your account.

5. PAYMENT AND CANCELLATION

This Site does not currently collect your payment at the time of booking online. You will receive a quote after submitting your information. After receiving that quote, you will be contacted by an independently owned and operated Pristine Cleaning location (“Pristine Cleaning Location(s)”), which will then confirm the price for Cleaning Service you requested and request your payment for the requested cleaning service (“Cleaning Service(s)”). Your Pristine Cleaning Location is responsible for providing the requested Cleaning Services. If you purchase a recurring Cleaning Service, your Pristine Cleaning Location will retain your payment method on file, and you will be charged in advance of each scheduled Cleaning Service.

Your account will be charged the balance due, plus any fees, in advance of each Cleaning Service. The charge may fluctuate based on any additional Cleaning Services you add on with your Pristine Cleaning Location or any fees or charges you incur, as outlined herein. Pristine Cleaning Locations accept MasterCard, Visa, and/or American Express, which may vary by Pristine Cleaning Location. Please contact your Pristine Cleaning Location for confirmation of your specific amounts due.

If paying by credit/debit card, you hereby authorize the Pristine Cleaning Location providing Cleaning Services to charge your credit/debit card on record for the full amount of the Cleaning Service and any rescheduling or cancellation fees, as incurred.

Pristine Cleaning Locations may charge a cancellation fee if you cancel a recurring Cleaning Service booked through our Site. Recurring services booked through our Site include weekly, every other week, or every four weeks Cleaning Services for which you received a quote after inputting your request and information through our Site. The cancellation fee will not exceed \$200; however, your Pristine Cleaning Location will determine the specific amount. Please consult your Pristine Cleaning Location for details.

6. Pristine Cleaning **CLEANING SERVICES AND Pristine Cleaning LOCATIONS TERMS**

1. Scheduling; Additional Cleaning Services and Rescheduling

When booking through our Site, you will suggest preferred arrival windows for Cleaning Services. After submitting your information, you will be contacted by a Pristine Cleaning Location owner who will work with you on a schedule for Cleaning Services.

Cleaning teams (“Pristine Cleaning Cleaning Team(s)”) are instructed to follow the requirements listed on the Cleaning Service proposal. If you would like additional Cleaning Services performed by your Pristine Cleaning Cleaning Team, please contact your Pristine Cleaning Location at least one (1) business day in advance to schedule your additional needs.

We understand it may be necessary to occasionally reschedule your Cleaning Services. If it is necessary to cancel or skip your scheduled Cleaning Service, Pristine Cleaning requires at least 72 hours’ notice to avoid a cancellation fee. If we receive less than 72 hours’ notice, you may be charged up to the full price of your Cleaning Service. For recurring Cleaning Services, all future scheduled Cleaning Services will remain unchanged unless you cancel them at least 72 hours in advance. Pricing is based on frequency of Cleaning Services, and skipping multiple Cleaning Services in a row may result in price adjustments. Please contact your Pristine Cleaning Location directly to adjust or modify your Cleaning Schedule. Pristine Cleaning Cleaning Teams are not authorized to make or accept changes to your Cleaning Service schedule. All changes must be made by contacting your Pristine Cleaning Location directly, and any and all cancellation fees will be determined at the discretion of your Pristine Cleaning Location.

2. Arrival Windows

To ensure quality Cleaning Services for all valued clients, Pristine Cleaning Locations cannot specify exact arrival times of the Pristine Cleaning Cleaning Teams. Arrival windows allow professional Pristine Cleaning Cleaning Teams to handle all the variables of each day and each home without affecting the promises made to you.

3. Worry Free Guarantee

If you are not completely satisfied with the Cleaning Services, notify your Pristine Cleaning Location within 24 hours, and a Pristine Cleaning Cleaning Team will gladly return and re-clean the particular space with which you are not satisfied at no additional charge. Restoring balance to your space is what we do, so making sure you get results that you can see and feel matters most to us.

4. Cleaning Equipment and Supplies

Pristine Cleaning Locations provide all cleaning supplies, vacuums, and equipment. Due to concern of proper documentation of cleaning supplies, use of your cleaning supplies is discouraged. If you insist that your own products are used, Pristine Cleaning, Pristine Cleaning Locations and/or Pristine Cleaning Cleaning Teams will not be liable for any damage to your property. Pristine Cleaning Cleaning Teams are trained using their Locations' supplies and equipment and are not trained to know which of your products are safe to use on certain surfaces; therefore, they cannot and will not be responsible for any damage resulting from the use of your products.

5. Breakage and/or Loss

Pristine Cleaning Locations are bonded and insured. If breakage/loss occurs, please notify your Pristine Cleaning Location within 24 hours of your Cleaning Service. Breakage/loss incidents will be handled exclusively by your Pristine Cleaning Location.

6. Pets and Valuables

Pristine Cleaning requires that all pets are secured and out of the way for the safety of the Pristine Cleaning Cleaning Team and your pets. Pristine Cleaning Cleaning Team will not be responsible for your pets if they are not secured or for their escape. We also request that your pets' areas are clean prior to the Pristine Cleaning Cleaning Team's arrival. They will not be responsible for cleaning up after your pets.

Please secure all valuables, collectibles, heirlooms or any other similar items in order to help reduce accidents.

7. Cleaning Service Limitations:

Please note the following Cleaning Service limitations:

For safety and insurance purposes, we do not climb higher than a two-step ladder. We will attempt to reach all visible areas with either an extension duster or vacuum extension.

We do not open closed doors in a home unless clearly indicated within a Cleaning Service order. Please specifically alert your Pristine Cleaning Location before arrival if a room with a closed door should be receiving Cleaning Services.

We cannot move items weighing more than 20 pounds.

We cannot touch or move firearms in order to clean an area. Clients who own firearms should move them to an area we do not clean.

We do not clean animal/human feces, urine, vomit, blood or other similar bio-hazard materials.

We do not use bleach, except for at the client's request. Please note, we will not be responsible for damage it may cause.

We clean "living space" only, which is the area in a home or facility that has conditioned air. "Living space" does not include areas open to exterior heat or cold.

7. INTELLECTUAL PROPERTY

All information, materials, text, images, audio, video, computer code, software, and other content appearing on the Services (collectively, the "Content") is the property of Pristine Cleaning SPE, LLC and/or applicable third parties. No title or ownership rights are transferred to you under these Terms, or through your access to and/or use of the Services or Content, and nothing herein or therein shall be construed as a license to you under any Pristine Cleaning patent, trademark, copyright, trade secret, or other intellectual property right. You may access, use, and display the Services and Content without modification or alteration in any way and provided you comply strictly with these Terms.

The Services and Content are protected, among other ways, under the copyright laws of the U.S. and other countries. All copyrights in the Services and the Content are owned by Pristine Cleaning SPE, LLC or its third-party licensors to the fullest extent permitted under the U.S. Copyright Act and all applicable international copyright laws. Unless expressly permitted in writing, or otherwise expressly permitted by these Terms, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way exploit any part of the Services or Content, including any text, images, audio, or video, except that you may make use of the Services and Content for educational and non-commercial purposes only, provided that you maintain all applicable copyright and other notices. Copying, using, or downloading the Content or Services other than as expressly authorized herein is a breach of these Terms and may be a violation of applicable laws, rules, and/or regulations. Such unauthorized use may result in your personal liability, including potential criminal liability.

All rights in the Pristine Cleaning name and the names of Pristine Cleaning' affiliates, as well as all other trade names, characters, logos, trademarks, service marks, product names, trade dress, slogans, product packaging, and designs displayed on this Site or in the Services, whether or not appearing in italics, bolded or large print or with any trademark or registration symbol, belong exclusively to Pristine Cleaning, its affiliates, or their respective licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under U.S. and international trademark laws and other laws, rules, or regulations. Unauthorized use of such materials may infringe upon the rights of Pristine Cleaning, its affiliates, and/or their respective licensors. Such unauthorized use may result in your personal liability, including potential criminal liability.

The Services and/or Content may contain intellectual property owned by third parties, including but not limited to promotional and business partners, licensors, licensees, sponsors, and advertisers. Third-party intellectual property appearing on or through the Services or Content belongs to the respective owner.

8. LIMITATIONS OF LIABILITY AND WAIVER

UNDER NO CIRCUMSTANCES SHALL Pristine Cleaning, ITS PARENT COMPANY, ITS AFFILIATES, THE Pristine Cleaning LOCATIONS, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES OR CONTENT, OR CLEANING SERVICES (“Pristine Cleaning PARTIES”) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE Pristine Cleaning’ SERVICES OR THIS SITE, NOR SHALL THE Pristine Cleaning PARTIES BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE Pristine Cleaning PARTIES’ REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS SITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL THE Pristine Cleaning PARTIES BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SERVICES, EVEN IF Pristine Cleaning PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ASSUME ALL RESPONSIBILITY AND RISK OF DAMAGE, INJURY, OR OTHER LOSS RESULTING FROM YOUR USE AND/OR RELIANCE ON THE SITE, THE SERVICES, AND/OR THE CONTENT. YOU HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE THE Pristine Cleaning PARTIES AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, LIABILITIES, OR OTHER OBLIGATIONS RESULTING FROM OR IN CONNECTION WITH YOUR USE OF AND/OR RELIANCE ON THE SITE, THE SERVICES, OR THE CONTENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THE SERVICES OR CONTENT, YOUR SOLE REMEDY IS TO STOP USING THE SERVICES OR CONTENT.

9. PRIVACY POLICY

By accessing and/or using the Services or the Content, you acknowledge that you have reviewed, understand, accept and agree to be bound by the terms of our Privacy Policy which governs, among other things, how we collect, use, and disclose information through our Site or any Services (including the Cleaning Services).

10. NON-CONFIDENTIAL INFORMATION

Except as expressly set forth in our Privacy Policy, and without limiting any other provisions of these Terms, any communication or material you send to us by any means, including through the Services, by email, or otherwise, is and will be non-confidential. We shall be free to use all ideas, suggestions, inventions, know-how, and techniques contained in such communication for any purpose, including invention, development, manufacturing, and marketing products, without any notification or compensation to you.

11. LINKS TO THIRD PARTY SITES

This Site and any Services may provide links to other websites on the Internet that are operated and maintained by third parties. These websites operate independently from Pristine Cleaning and are not under our control or responsibility. In addition, you may be required to download certain programs, products, or services from such third parties. The existence of such links to other websites does not constitute an endorsement by Pristine Cleaning of those other websites, the content displayed therein, the programs, products, or services described thereon, or the persons or entities associated therewith. When you visit any such third-party websites, you will exit our Site and not be using the Services, and Pristine Cleaning accepts no responsibility or liability with respect to any such website or any other website that is not under its control. We encourage you to review the privacy policies and terms of use of those third-party websites or services. You accept sole responsibility for and assume all risk arising from your use of any such websites.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Pristine Cleaning Parties and its affiliates, and each of their respective directors, officers, employees, contractors, service providers, agents, representatives, successors, and assigns, from and against any and all demands, claims, damages, liabilities, judgments, losses, costs, expenses and harms, including reasonable attorneys' fees and expenses (including any of the foregoing incurred in enforcement of this indemnity), related to or associated with your use of the Services and/or Content, online conduct, any violation of these Terms, or dealings or transactions with other persons resulting from use of the Services or Content.

13. SUPPLEMENTAL POLICIES OR TERMS AND CONDITIONS

In connection with your access to and/or use of the Services or Content, you may be asked to consent to policies or terms and conditions in addition to these Terms, for example, terms and conditions required by your Pristine Cleaning Location. Please read these supplemental policies or terms and conditions carefully before accessing or making any use of such portions of the Services, Cleaning Services, or Content. Any supplemental policies or terms and conditions will not vary or replace any of these Terms unless otherwise expressly stated.

14. GOVERNING LAW

To the extent that any dispute arising between us is not governed by the Arbitration Agreement set forth in paragraph 15 below, the dispute will be governed by the laws of the state of Georgia without regard to conflicts of laws principles. By using the Services and this Site, you hereby agree that any and all disputes regarding these Terms, Services and/or Content that are not subject to the Arbitration Agreement set forth in paragraph 15 below, will be brought in state or federal court located in Atlanta, Georgia, and you waive any claims that may arise under the laws of any other jurisdiction. Notwithstanding the foregoing, if there is a dispute between you and a Pristine Cleaning Location, you hereby agree that such dispute will be subject to the courts located in the state of the Pristine Cleaning Location. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR

THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. This provision operates to the fullest extent permissible by law.

15. ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHT TO BRING A LAWSUIT IN COURT. THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES AND PROCEDURES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR Pristine Cleaning WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Scope. This arbitration agreement governs Dispute between us. It does not govern disputes that may arise between you and your Pristine Cleaning Location. Disputes between you and your Pristine Cleaning Location will be governed by the Pristine Cleaning Location's terms of service, if any. Please refer to your Pristine Cleaning Location for details pertaining to its dispute resolution procedures. Except for small claims actions and requests for injunctive relief as explained further below, you and Pristine Cleaning agree that all Disputes that arise between us shall be governed by binding arbitration pursuant to this Section 15. The parties intend to give the term "Disputes" the broadest possible definition that will be enforced and it includes, but is not limited to, any and all disputes, controversies, or claims that rise out of or in any way relate to these Terms, the Privacy Policy and the data we collect from you, your access to and use of the Site and/or Services, the Content, any product or service you book through use of the Site or Services and any products or services that you purchase from an independently owned Pristine Cleaning Location. The parties further agree that the arbitrator and not a court will resolve all threshold issues of arbitrability, including but not limited to the enforceability, validity and/or scope of this agreement to arbitrate. For avoidance of doubt, this Section 15 applies to all Disputes between us, including those that arose or accrued before the parties entered into this agreement.

Governing Law and Rules. These Terms reflect a transaction involving commerce to which the Federal Arbitration Act (“FAA”) applies. To the extent the FAA and/or the Dispute requires the application of state law, the law of the state of Georgia shall apply. The arbitration shall proceed pursuant to the current Jams Streamlined Arbitration Rules & Procedures if the amount in controversy is less than \$250,000 and the Comprehensive Arbitration Rules and Procedures of JAMS if the amount in controversy exceeds \$250,000 (collectively, the “JAMS Rules and Procedures”). The JAMS Rules and Procedures are available at <https://www.jamsadr.com/> or by calling (800) 352-5267. The arbitration will be heard and determined by a single arbitrator, who shall be selected pursuant to the applicable JAMS Rules and Procedures. The arbitrator’s decision, judgment, or award in any such arbitration will be final and binding upon the parties and may be entered and enforced in any court having jurisdiction thereof.

Exceptions to Arbitration. The only Disputes that are not subject to arbitration pursuant to this Section 15 and may be maintained in court are: (1) claims subject to the jurisdiction of the small claims court that you or Pristine Cleaning choose to pursue therein; and (2) claims for provisional or injunctive relief, including claims for pre-arbitral attachments, preliminary injunctions, or public injunctive relief. Filing a small claims action and/or making a request in court for the injunctive relief permitted by this subsection shall not be deemed a waiver of the right to arbitrate any additional Disputes that remain arbitrable under this paragraph 15 or that are interpreted as otherwise incompatible with the right to arbitrate.

Class Action Waiver. PLEASE READ THIS PARAGRAPH CAREFULLY—IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS. All Disputes will be resolved on an individual basis and not on behalf of, or as any part of, a purported class, consolidated, representative or private attorney general proceeding.

Fees. If you initiate arbitration against us, you will be responsible for your portion of the professional fees for the arbitrator’s services or any other JAMS fees as set forth in the applicable JAMS rules. In the final award, the arbitrator may apportion the costs of arbitration, the compensation of the arbitrator, and/or the parties’ attorneys’ fees among the parties in such amounts as the arbitrator deems appropriate. Pursuant to the JAMS Rules and Procedures, the arbitration shall proceed in a location determined by the arbitrator (provided that such

location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties.

Severability. If any part of this Section 15 other than the Class Action Waiver is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If the Class Action Waiver is deemed to be invalid, unenforceable or illegal, however, then the entirety of this arbitration provision shall be null and void and the Dispute shall proceed in court.

16. TERMINATION

Pristine Cleaning may, in its sole discretion, and at any time, discontinue this Site or any part thereof, with or without notice, or may prevent your use of this Site with or without notice to you. You agree that you do not have any rights in this Site and that Pristine Cleaning will have no liability to you if this Site is discontinued or your ability to access the Site or any content you may have posted on the Site is terminated.

17. FORCE MAJEURE

The liability of Pristine Cleaning under this Agreement will be terminated if Pristine Cleaning is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstance or cause beyond the control of Pristine Cleaning. Pristine Cleaning reserves the right to adjust the Service charge in the event of any such occurrences or happenings.

18. ENTIRE AGREEMENT; ENFORCEABILITY; NO WAIVER

These Terms constitute the entire agreement between you and Pristine Cleaning with respect to their subject matter and supersede any prior or contemporaneous communications and agreements (whether oral, written, or electronic) between you and us with respect to such subject matter. In the event any provision of

these Terms is held unenforceable, such unenforceability will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. Our failure to enforce any provision of these Terms or respond to a breach by you or any other party shall not in any way waive our right to enforce subsequently any terms or conditions of these Terms or to act with respect to similar breaches.

Each Pristine Cleaning Location is independently owned and operated. Please contact your Pristine Cleaning Location for all terms and conditions, including dispute resolution procedures, that govern your relationship.