

Xpress Clean Terms and Conditions for use of Site and Services hereunder: (Cleaning Services)

Acceptance Of Terms

The following terms and conditions govern all use of www.xpressclean.biz (the "Site") and the services available and offered from the Site (the "Service"). The Service is owned and operated by Xpress Clean LLC. and its affiliated companies. The Service is offered subject to acceptance without exception of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this Site by Xpress Clean LLC.

Xpress Clean LLC reserves the right, at its sole discretion, to modify or replace any of these Terms of Agreement at any time. It is your responsibility to check the Terms of Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Agreement constitutes acceptance of those changes.

1. Terms of Agreement

1.1 This Agreement shall come into force upon your online acceptance to our terms and conditions made for the services; and shall remain in force until it is terminated accordance with the provisions set out in this Agreement. You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

1.2 In the event that the Client wishes to terminate the Agreement then they shall provide not less than thirty (30) days written notice of termination. Where the termination notice is served after the 2nd day of any calendar month then the termination date shall be deemed to be the expiry of the following calendar month and the Fee shall be payable up until such date even where services cease at the end of the thirty (30) day notice period.

1.3 Any termination of this Agreement as exercised by the Client under Clause 1.2 should be sent via email to both of the following addresses:

- o hello@xpressclean.biz
- o jenofalltradesellis@gmail.com

1.4 The Company shall be permitted to terminate this Agreement at any time with immediate effect by serving written notice upon the Client to the email address written above, in the following circumstances:

1.4.1 where the Client fails to settle the invoice in full as per the terms and conditions set forth.

1.4.2 where the staff member is unable to provide the Services; or

1.4.3 where there is a change in the law or regulations which prevent the Company from providing the Services' or

1.4.4 as provided under clause 2.5

1.5 Any termination exercised by the Company under clause 1.4 shall be without prejudice to any sums due to the Company under this Agreement. Client understands that any and all funds paid are non-refundable under any circumstances.

1.6 Under this agreement clients are not permitted to make any offer of employment to the staff or encourage the staff member to break early employment contract with the company. Any client who directly engages staff members within a 12-month period of terminating this agreement, shall be liable to pay fees of \$10,000 USD to the company.

2. Fee and Payment Terms

2.1 Payment of the Fees are due upon completion of services rendered via credit card, debit card or Zelle using phone number (786) 348-3794 under name Jose Velasco.

2.2 All Fees processed via credit card or debit card shall be subject to additional charges of not less than 4% per transaction.

2.3 The Company reserves the right without penalty to report any unpaid fees via any viable options at their disposal after 6 hours have been surpassed since services were rendered.

2.4 Client understands that one potential option can take the form of police reporting, charges filed when permitted and/or civil court lawsuit for the amount owed and any additional fees incurred due to any legal action needed.

2.5 Any charges as described in the preceding paragraphs shall either be payable on demand to the Company or added to/adjusted against the services rendered bearing in mind payment, quotes and estimates are calculated per Client's description of services needed at time of booking. Upon cleaner's arrival, should additional services be needed, any quote or estimate previously given may be amended. Client is responsible for the additional charges with or without written or verbal consent.

2.6 Where the Client chooses to pay the Company for the Services in cash given to the Staff Member at any time then for such payment to be recognized and accepted by the Company, the Staff Member must be permitted to count the money and is not permitted to take sealed envelopes from the Client or their representative. Further, the Client must ensure that the Staff Member in question, signs a copy of the invoice and prints their name and inserts the date so as to record receipt of the correct amount. Failure to adhere to this process shall make the Client liable for any shortfall. The Company shall not be liable for any loss or shortfall of cash, where this has not been verified as being paid and signed for in the correct amount by the Staff Member.

2.7 The Client shall be responsible for all costs associated with the Staff Member gaining access to the apartment/villa and the building and/or community either as a single charge or on a monthly basis as required, including the costs of replacing any damaged keys or access cards/passes. Such costs shall include but are not limited to, security cards/passes for the building and/or community, keys or other access measures to enter the apartment/villa.

3. Deposit and Administration Fee

3.1 Upon booking this Agreement is considered signed, the Client shall pay a non-refundable security deposit, as guarantee to hold appointment date and time. Amount will be 50% of the initial quote or estimate.

3.2 The Deposit shall be retained by the Company and the remaining balance is to be paid upon completion of services which will then be adjusted against the final invoice due from the Client.

3.3 The Company shall be permitted to deduct from the Deposit all and any fees and expenses that are due from the Client and which the Client has failed to pay.

4. Housekeeping Staff Members

4.1 The Company shall at their discretion provide and designate the Staff Member(s) allocated to the Client.

4.2 The Company will use all reasonable endeavors to ensure that the same Staff Member that has been allocated to the Client shall be available for use during the term of the Agreement. However, where that Staff Member is unavailable or delayed or unable to perform the Services due to reasons including but not limited to sickness, transport run delays, accidents, logistics and planning then the Company shall not be liable to compensate the Client but shall use its reasonable endeavors to allocate a replacement where the Staff Member is unable to provide the Services for more than two (2) consecutive days per month. The Company cannot guarantee the timescale within which to provide an alternative Staff Member but shall aim to provide such alternative Staff Members as soon as possible.

4.3 Where the Client or the Staff Member complains of sickness and is unable to provide the Services, the Company reserves the right to request that the staff member obtains a medical certificate in respect of any sickness taken.

4.4 Where the Client terminates or seeks to suspend the Services of the Company (for example – due to vacation during the summer months) but later requests to reinstate the Services then the Company shall use its reasonable endeavors to allocate the same Staff Member as previously used by the Client. If the previous Staff Member is not available, then the Company shall not be liable and is not obliged to make any arrangements to procure the same Staff Member.

4.5 In the event that any Staff Member is absent due to sickness for more than two consecutive days then in addition to the Company using its reasonable endeavors to provide a replacement Staff Member, the Company shall also make an adjustment against the Fee for that month either in the following month's invoice or at the end of the term of the Agreement. For the avoidance of doubt, where the Staff Member in any month is absent for up to two (2) days then no set off or deduction shall be made, and no replacement shall be provided by the Company.

4.6. Where a Staff Member has excessive sickness or absenteeism for more than a working week and on more than three (3) occasions without a valid medical certificate or other valid reason as assessed by the Company, then the Company shall provide a replacement for the Client as soon as is practicable.

4.7 Where the Client wishes to request that any Staff Member's Services be suspended due for example for long periods of travel then such notification must be made via email to roda@housekeepingcp.com; and legal@housekeepingco.com in clause 1.3 of this Agreement. Failure to do so shall result in the Client being responsible for any additional costs incurred by the Company where the Staff Member attends the villa/apartment of the Client but is not required or is unable to provide the Services.

4.8 All and any enquiries, issues, complaints, or requests for changes to the Services, timings or otherwise must be made via email to hello@xpressclean.biz.

5. Duties of Staff Members

6.1 Staff Members shall only be permitted to provide the following services to any Client: "Building Cleaning Services"

6.2 For the avoidance of doubt, Staff Members shall not be permitted to and must not be requested to carry out any of the following duties and tasks:

6.2.1 Child minding/baby-sitting

6.2.2 Pet walking

6.2.3 Shopping

6.2.4 Vehicle Cleaning

6.2.5 Driving of any vehicles

6.2.6 Collection of children, pets, or family members/friends either by vehicle or otherwise

6.2.6 Cooking

6.2.7 Cleaning of or exposure to hazardous, toxic, or other dangerous substances including but not limited to cleaning up human/animal excrement and all human/animal bodily fluids, although, at the discretion of The Company and Staff Member, for an additional fee this service may be provided.

For the avoidance of doubt the above list is non-exhaustive and is subject to amendment by the Company at their discretion from time to time.

6.3 Where it is found that any Staff Members have been forced to or have undertaken any of the above duties referred to in clause 6.2 then the Company reserves the right to suspend all Services and the Client shall be responsible for and shall indemnify the Company for any loss or damage suffered because of such breaches.

6. Duties of the Client

7.1 The Client shall ensure that they notify the Company via the Email addresses set out in clause 1.3 of this Agreement of the requirements for access and security passes and like allow the Company to keep full details of such matters on their Client file.

7.2 It is a matter for the Client to agree the details of the routines and work tasks with the Staff Member. The Company can provide suggestions and guidance on such matters if necessary.

7.3 The Client must ensure that all service charges, maintenance fees, community fees or otherwise are paid up to date to ensure that the Staff Member does not experience any difficulties in gaining access to the community or building within which the Client's property is located. For the avoidance of doubt where any Staff Member(s) are unable to gain access to the Community/Building or the property of the Client for any of the foregoing reasons then the Client shall be liable in full for the Fee for the duration of time that such access is restricted or not possible and no deduction or set off shall be made.

7.4 The Client must ensure that the air conditioning system at their property is in full working order to ensure a safe and comfortable working environment for the Staff Member. The Company reserves the right without penalty to suspend the Services, where the air conditioning is not working or at an insufficient temperature. Such Services shall remain suspended until the air conditioning and temperature are satisfactorily regulated.

7.5 The Client must ensure that the Staff Member is not left alone at any time at the property with any male individuals. The Company reserves the right without penalty to suspend the Services if the Staff Member reports to the Company that she is alone at the property with a male individual(s). Such Services shall remain suspended until the working environment is once again satisfactory to the Company and the Staff Member.

7.6 The Client must provide at their own cost all cleaning equipment, cleaning products and any other tools, cloths or apparatus needed by the Staff Member to discharge their cleaning duties under this Agreement.

7.7 For full time Staff Members Services, the Client shall be responsible to allocate 1 hour to the Staff Member for lunch break and shall also be required to provide drinking water and to ensure that the Staff Member has a dedicated rest/bathroom area.

7.8 The Client must ensure that the Staff Member understands all duties that she is required to perform, and that basic instruction is provided at the beginning of the engagement and throughout the provision of the Services as necessary. The Client must ensure that the daily/weekly chores to be carried out during the first month are provided in writing so that the Staff Member's position and duties are clear. Upon request the Company may provide suggested worksheets to assist with these requirements.

7.9 When the Client is travelling on a long vacation (in the summer months for example) the Client must notify the Company of their proposed period of absence and whether they wish to retain the Staff

Member to carry out Services during their absence or whether they intend to terminate this Agreement. For the avoidance of doubt should they choose to terminate the services under this Agreement then the provisions of clause 1.2 shall apply. Where the Client wishes to retain the Services of the Staff Member whilst they are away then the Company shall upon request be able to supply the Client with worksheets for the housekeeping staff to complete. This may for example consist of spring cleaning/maintenance duties like vacuuming and cleaning the air conditioning vents, pulling out all beds, vacuuming behind the headboards, flushing out all drains, cleaning all pipes from clogging material in dishwashing and washing machines. The list shall be agreed between the Client and Staff Member before the Client leaves for vacation. Details of such additional duties and suggestions can be provided by the Company on request.

7.10 It is the responsibility of the Client to ensure that all valuables, jewelry, money and other such possessions are in a safe and secure custody as the Company and the Staff Members shall not be liable to any damage or loss suffered in respect of the same.

7. Accident/Injury

In the event of there being any breakages or damages to household items, clothes, or personal items then such damage or loss shall be entirely the responsibility of the Client and must be covered by the Client's household insurance. The Company and its affiliates, group and associate companies shall not be liable for any loss damage, claims, or other liability.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws in force in the State of Florida and the federal laws of the United States of America. In the event of any dispute arising out of this Agreement, its terms or applicability, then such dispute shall be referred to the exclusive jurisdiction of the Florida Courts.

9. Indemnity

As far as the law allows you agree to defend, indemnify and hold harmless Xpress Clean LLC, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your violation of any provision of these Terms; (ii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iii) any claim that your Content caused damage to a third party. As far as the law allows, this defence and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Service and the Website.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL Xpress Clean LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF Xpress Clean LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES),

RESULTING FROM ANY ASPECT OF YOUR USE OF THE WEBSITE OR THE SERVICE, INCLUDING WITHOUT LIMITATION WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE WEBSITE OR THE SERVICE, FROM INABILITY TO USE THE WEBSITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE WEBSITE OR THE SERVICE. SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR THE SERVICE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION, OPINIONS OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR THE SERVICE OR ANY LINKS ON THE Xpress Clean LLC domain SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT Xpress Clean LLC SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. This website is controlled and offered by Xpress Clean LLC (DED License Number 651524) from its facilities in the Dubai, United Arab Emirates. Xpress Clean LLC makes no representations or warranties that the Website is appropriate for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.