



TERMS OF SERVICE

FOX CLEANERS WEBSITE

Fox Cleaners, INC., owners of the Fox Cleaners® brand ("Fox Cleaners"), welcomes You to its online website (including all content and functionality available through the [https://www.Fox Cleanerscleaners.com/](https://www.FoxCleanerscleaners.com/) domain name, the "Site") or mobile application (the "App"). Fox Cleaners is delighted to provide You with access to the Site, related data, Fox Cleaners proprietary software, content, and related documentation and information through the App in connection with certain dry-cleaning and laundry delivery services provided by Fox Cleaners (collectively the "Services"). The terms "You", "Your", "Yours" and "User" refers any and all users of the Site or App.

ALERT! READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SITE, APP OR SERVICES.

BY VISITING, DOWNLOADING, REGISTERING FOR AN ACCOUNT ("Account") ON THE SITE OR APP, ACCESSING OR USING ANY PART OF THE SITE OR THE APP, YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY (a) THE TERMS AND CONDITIONS OF THIS TERMS OF SERVICE AGREEMENT ("Agreement"), AND (b) FOX CLEANERS PRIVACY POLICY, WHICH CAN BE FOUND AT [https://www.Fox Cleanerscleaners.com/privacy](https://www.FoxCleanerscleaners.com/privacy) ("Privacy Policy"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR PRIVACY POLICY, THEN YOU DO NOT HAVE FOX CLEANERS AUTHORIZATION TO USE ANY OF THE SERVICE AND YOU MAY NOT ACCESS OR USE ANY PORTION OF THE SITE OR APP. FOX CLEANERS MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATION SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR NOTIFYING YOU. YOU AGREE TO REVIEW THIS

AGREEMENT PERIODICALLY TO ENSURE THAT YOU ARE AWARE OF ANY MODIFICATIONS. YOUR CONTINUED ACCESS OR USE OF THE SITE OR APP SHALL BE DEEMED YOUR EXPRESS AND CONCLUSIVE ACCEPTANCE OF ANY MODIFIED AGREEMENT.

1. SERVICE TERMS AND LIMITATIONS

1.1 Proprietary Rights. The entire contents displayed on the Site and App (the “Content”) have copyrighted protection as a collective work under the laws of the United States, other copyright laws and the common law. Fox Cleaners is the sole exclusive owner of the Content. There may be collective work that is the property of other third parties with such collective work also being protected by copyright laws and other intellectual property laws. You are allowed to display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the Content from the different areas of the Site only for non-commercial use, unless otherwise permitted. Any redistribution, retransmission or publication of any copyrighted material is strictly prohibited without the express written permission of the copyright owner. You may not change or delete any proprietary notices from materials downloaded from the Site or App. You agree not to use any Fox Cleaners logo or any other proprietary graphic or trademark without Fox Cleaners’ express written consent, as the name Fox Cleaners® is a registered trademark in the United States of America. As between the parties, title, ownership rights, and intellectual property rights in the Content, and any copies or portions thereof, shall remain in Fox Cleaners and/or its content providers. Third-party trademarks, service marks and logos contained in the Site are owned and licensed by their respective owners. Any and all rights not expressly granted herein are reserved.

1.2 Grant of Limited License. Your access to the Service is licensed and not sold. Subject to the terms of this Agreement and upon your registration for an Account, Fox Cleaners hereby grants you a revocable, non-exclusive, non-transferable account enabling you to access and use the Services, the App and the Site. All the Content that is made available to view and/or download in connection with the Site and App is owned by and is the copyrighted work of Fox Cleaners and/or its suppliers and is licensed, not sold. You do not have the right to lend, lease, rent or sublicense the Site, the App and/or the Content.

1.3 Use of the App. (a) General. In addition to the terms set forth in this Agreement, Your use of the App is subject to the following additional terms (the “App Terms”): You understand and agree that (i) Your use of the App is conditioned upon Your acceptance of these App Terms, (ii) the App contains copyrighted material, trade secrets, and other proprietary materials of Fox Cleaners and its licensors, and (iii) in order to protect those proprietary materials, except as expressly permitted by applicable law, neither You nor a third party acting on Your behalf will: (a) decompile, disassemble or reverse engineer the App; (b) modify or create derivative works of the App; (c) use the App in any manner to provide service bureau, commercial time-sharing or other computer services to third parties; (d) transmit the App or provide its functionality, in whole or in part, over the Internet or other

network (except as expressly permitted above); (e) sell, distribute, rent, lease, sublicense or otherwise transfer the App to a third party; or (f) use components of the App to run applications not running on the App.

(b) App User Agreement. YOU HEREBY AGREE: (i) to only use the App to access and/or use the Services; (ii) to not use any software or services in conjunction with the Service or authorized third-party software which modifies or reroutes, or attempts to modify or reroute, the Service; (iii) will not authorize any third party to access and/or use the Service on Your behalf using any automated process such as a BOT, a spider or periodic caching of information stored by the Service on Your behalf without a separate written agreement with Fox Cleaners (iv) will not use any software or hardware that reduces the number of Users directly accessing or using the Service (sometimes called 'multiplexing' or 'pooling' software or hardware); (v) will not lend, lease, rent or sublicense the App; (vi) to permit Fox Cleaners to send and deliver updates to You as part of Your use of the App; and (vii) to allow the App to automatically download and install updates from time to time from Fox Cleaners which are designed to improve, enhance and further develop the App and may take the form of bug fixes, enhanced functions, new software modules and completely new versions.

1.4 User Agreement. In order to access the Service, You will be required to register for a Fox Cleaners account (an "Account"). You may register for an Account by allowing us to access Your name and other profile information ("Social Media Profile") through existing accounts You may have on social media websites such as Facebook, Google or other websites with Your profile ("Social Media"). You may also register for an Account via the Site (accessible at [https://www. Fox Cleaners.com](https://www.FoxCleaners.com)). YOU AGREE TO: (a) provide true, accurate, current and complete information about Yourself when registering for an Account, including any credit card information (Your "Credit Card") as applicable; (b) maintain and promptly update Your Account to keep it true, accurate, current and complete; (c) review the fees (accessible at [https://www. Fox Cleanerscleaners.com/pricing](https://www.FoxCleanerscleaners.com/pricing), the "Fees") to be charged for Your use of the Services; and (d) authorize Fox Cleaners and its affiliates to charge Your Credit Card for any and all Fees incurred by You for Your use of the Services. If You provide any information that is untrue, inaccurate, not current or incomplete, or Fox Cleaners has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Fox Cleaners has the right to suspend or terminate Your Account and refuse any and all current or future use of the Services (or any portion thereof).

1.5 User Representations. You represent and warrant to Fox Cleaners that You will (a) maintain the security of Your user identification, password and other confidential information relating to Your Account; (b) maintain the security, confidentiality and integrity of all messages and the content that You receive, transmit through or store on the Service; (c) maintain all charges resulting from the use of Your Account, including but not limited to, unauthorized use of Your Account prior to You notifying Fox Cleaners in writing of such use and taking steps to prevent its further occurrence by changing Your password; (d) comply with the Terms set forth herein; and (e) comply with all applicable United States federal, state, municipal, or international laws, statutes, ordinances, rules, regulations, contracts and applicable licenses regarding Your use of the Services or Site.

You further represent and warrant that (i) You are over the age of thirteen (13) and have the power, authority or consent to enter into and perform Your obligations under the Agreement; (ii) all information provided by You to Fox Cleaners, including Credit Card information, is truthful, accurate and complete; (iii) You are authorized, or have the permission of the authorized signatory of the Credit Card or charge card provided to Fox Cleaners, to pay any Fees incurred from use of the Services; (iv) You shall comply with all terms and conditions of this Agreement; (v) You have provided and will provide accurate and complete registration information, including, without limitation, Your legal name, address and telephone number; and (vi) each time You upload Submitted Content (as defined herein) on the Site or through the Service, You own or otherwise control the rights or have the necessary consents to upload or post such Submitted Content and to enable inclusion and use of the Submitted Content in the manner contemplated by the Site.

1.6 User's Restrictions. You are not permitted, directly or indirectly, to (i) engage in any acts inconsistent with the principles of copyright protection and fair use, as codified in 17 U.S.C. Sections 106-110, without obtaining the express written consent of Fox Cleaners or the copyright owner; or (ii) distribute, display (except for the purposes set forth in Section 2), rent, lease, transfer or otherwise transfer rights to, or in any way exploit, the Content or any Submitted Content, in whole or in part; or (iii) remove any proprietary notices or labels on the Content or any Submitted Content.

2. ONLINE COMMUNICATIONS.

2.1 Submitted Content. You are solely responsible for the information, and other content that You upload, publish or display (hereinafter, "post") on the Site or the App (collectively, the "Submitted Content"). You understand the Site and App is available to the public. Therefore any information You consider confidential should not be posted to the Site or App. By posting Submitted Content, YOU AGREE that Fox Cleaners may reveal Your identity and whatever information we know about You to any law enforcement agent or official in the event of a legal action arising from any Submitted Content posting by You. Your participation in on-line communications, if any and if allowed by Fox Cleaners, occurs in real time and is not edited, censored, or otherwise controlled by Fox Cleaners. Fox Cleaners cannot and does not screen content provided by You to the Site, the App or through the Services. Notwithstanding the foregoing, Fox Cleaners reserves the right to monitor content on the Site and to remove content, which Fox Cleaners, in its sole discretion, determines to be harmful, offensive, or otherwise in violation of this Agreement or Fox Cleaners' operating policies for Users.

2.2 User Warranties and Representations. YOU WARRANT, REPRESENT AND AGREE that You will not contribute any Submitted Content or otherwise use the Site or App in a manner that (i) infringes the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party; (ii) violates any law, statute, ordinance or regulation;

(iii) You should know is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, or misleading or otherwise objectionable; (iv) adversely affects or reflects negatively on Fox Cleaners' goodwill, name or reputation or causes duress, distress or discomfort to Fox Cleaners or anyone else, or discourages any person, firm or enterprise from using all or any portion, feature, or function of the Site or App, or from advertising, liking or becoming a supplier to use in connection with the Site or App; (v) send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming"; (vi) transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horse, spyware, or other potentially harmful programs or other material or information; (vii) falsely report to an employee or agent of Fox Cleaners; (viii) circumvent, disable or otherwise interfere with security-related features of the Site, the App or its features that prevent or restrict use or copying of any content; (ix) intercept or attempt to intercept email or other private communications not intended for You; and/or (x) causes the Site to be used for commercial or business purposes, including, without limitation, advertising, marketing, or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other Site or web pages. You further warrant, represent and agree that You will not (x) post or transmit any message, data, image or program which is indecent, obscene or pornographic; (y) use the Site to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; and (z) delete any author attributions, legal notices or proprietary designations or labels in a file that You upload to the Site or App. While it is not the intent of Fox Cleaners to discourage You from reporting problems about the Services, nonetheless, Fox Cleaners reserves the right to take such action as it deems appropriate or to remove any content from the Site at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if Fox Cleaners is concerned that You may have breached the immediately preceding sentence), or for no reason at all.

2.3 License Grant. By posting any Submitted Content on publicly accessible locations on the Site or the App, You automatically grant (or warrant that the owner of such content has expressly granted) to Fox Cleaners a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, broadcast, publicly perform or display any materials or other information (including without limitation, ideas contained therein for new or improved products or services) You submit to public areas of the Site, alone or as part of other works in any form, media, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sublicenses. You further acknowledge and agree that Your name, likeness, or Social Media Profile may be associated Your Submitted Content and You hereby grant us a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use Your name, likeness, or Social Media Profile in association with Your Submitted Content. You agree that You shall have no recourse against Fox Cleaners for any alleged or actual infringement or misappropriation of any proprietary right in Your communication to us. You hereby agree to also grant each User a non-exclusive license to access Your Submitted Content through the Site and/or the App, and to use, reproduce, distribute, display and

perform such Submitted Content as permitted through the functionality of the Site, the App and under this Agreement. You further acknowledge and agree that no compensation will be paid with respect to the use of Your comments, as provided herein, that Fox Cleaners may remove any comment at any time in its sole discretion. Further, when You post any Submitted Content on the Site or the App, You authorize and direct Fox Cleaners to make such copies thereof as Fox Cleaners deems necessary in order to facilitate the posting and storage of such content on the Site. You may remove any Submitted Content You post from the Site and App at any time. If You choose to remove Your Submitted Content, the license granted above will automatically expire, however You acknowledge that Fox Cleaners may retain archived copies of the Submitted Content.

3. OPERATION.

Fox Cleaners reserves complete and sole discretion with respect to the operation of the Site and the App. Fox Cleaners may, among other things: (a) delete email or private messages if it has not been accessed by a User within the time established by Fox Cleaners policies; (b) subject to Section 1, make available to third parties information relating to the Users; and (c) withdraw, suspend or discontinue any functionality or feature of the Site and/or the App. Fox Cleaners may, in its complete and sole discretion, review uploaded files, conferences, forums, and chats and authorize restrictions on access thereto. Fox Cleaners will not review the contents of email or private messages except as required or allowed by applicable law or legal process.

4. CONTENT AND GENERAL DISCLAIMERS

4.1 General Disclaimer. THE SITE AND THE APP ARE PROVIDED BY FOX CLEANERS ON AN "AS IS" BASIS. FOX CLEANERS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE APP OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE OR THE APP. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, FOX CLEANERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES THAT PROVIDE ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THESE TERMS. FOX CLEANERS CANNOT AND DOES NOT WARRANT AGAINST HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA. FOX CLEANERS CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE SITE OR THE APP WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. FOX CLEANERS DOES NOT

WARRANT OR GUARANTEE THAT THE FUNCTIONS OR SERVICE ACCESSED THROUGH THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE OR APP WILL BE CORRECTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. FOX CLEANERS MAY CHANGE THE SERVICE OR THE FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON. ALTHOUGH FOX CLEANERS HAS ATTEMPTED TO PROVIDE ACCURATE INFORMATION ON THE SITE AND APP, FOX CLEANERS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

4.2 Informational Purposes Only. Any opinions expressed on the Site or the App are the personal opinions of the original author and not Fox Cleaners, even though Fox Cleaners may employ the original author. The Content is provided for informational and entertainment purposes only and is not an endorsement, guarantee, warranty or representation by Fox Cleaners or any other party. Fox Cleaners does not assume any responsibility or liability for any Submitted Content, blogs, opinions or other commentary posted on the Site, the App or any third party website linked to the Site or App and makes no express or implied warranty or guarantee about the accuracy, copyright compliance, legality, or any other aspect of the Content.

4.3 Disclaimer of Third Party Information. You understand that when using the Site or the App, You may be exposed to Submitted Content and third party content from a variety of sources, and that Fox Cleaners is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submitted Content or third party content. You further understand and acknowledge that You may be exposed to Submitted Content and third party content that may be offensive, indecent, inaccurate, or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You currently have or may potentially have against Fox Cleaners with respect thereto. You acknowledge that statements made on the Site, the App, newsgroups, message boards, email, forums, conferences, chats or Submitted Content reflect only the views of their authors. Forum managers, forum hosts, content providers, or merchants appearing on the Site and the App, if applicable, are not authorized Fox Cleaners spokespersons, and their views do not necessarily reflect those of Fox Cleaners, and Fox Cleaners does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein.

4.4 Links to Third Party Sites. The Site and App may contain links to third party websites. You agree that access to any other Internet website linked to the Site is done at Your own risk and Fox Cleaners is not responsible for the accuracy, availability or reliability of any information, goods, data, opinions, advice or statements made available on these other websites. You understand these links may unintentionally lead to websites containing information that You or others may find inappropriate or offensive. These links are not under the control of Fox Cleaners and as such, You agree that Fox Cleaners is not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third party websites. These links are provided by Fox Cleaners merely

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5. INDEMNIFICATION.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FOX CLEANERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT, BREACH OF YOUR REPRESENTATIONS CONTAINED HEREIN, OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THE SITE OR THE APP USING YOUR THE ACCOUNT.

6. WAIVER AND RELEASE.

YOU AGREE THAT NEITHER FOX CLEANERS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE, THE APP, THE SERVICE, OR THE CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT FOX CLEANERS SHALL NOT BE LIABLE FOR SUBMITTED CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST FOX CLEANERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF FOX CLEANERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE, THE APP, THE SERVICE, OR THE CONTENT.

7. LIABILITY LIMITATION.

NOTWITHSTANDING THE FOREGOING PARAGRAPHS FOX CLEANERS WILL NOT BE LIABLE UNDER ANY THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA OR COSTS OF REPLACEMENT GOODS, ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, THE APP OR RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENTED, EVEN IF FOX CLEANERS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SITE AND THE APP ARE CONTROLLED AND OFFERED BY FOX CLEANERS FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. FOX CLEANERS MAKES NO REPRESENTATIONS THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE OR APP FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

8. COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT NOTIFICATION.

Fox Cleaners respects the intellectual property rights of others. You can notify Fox Cleaners of possible copyright infringement, and Fox Cleaners will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide the following:

- (a) A physical or an electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- (b) A description of the copyrighted work or other intellectual property that You claim has been infringed;
- (c) A description of where the material that You claim is infringing is located on the Site reasonably sufficient to permit Fox Cleaners to locate the material;
- (d) Your contact information, including Your address, telephone number, and email;
- (e) A statement by You that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by You that the above information in Your notice is accurate and that You, made under penalty of perjury, are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Contact the agent designated to receive and act on copyright violations under the Digital Millennium Copyright Act ("DMCA"). Claims can be directed to us by email to customercare@foxcleaners.com; by telephone **918-0497-5995**; or by mail to **Fox Cleaners, Inc., 6049 South Sheridan Road, Tulsa, Oklahoma 74145, USA**

9. TERM AND TERMINATION.

Either You or Fox Cleaners may terminate this Agreement at any time and for any reason. In addition, this Agreement will terminate immediately, without notice, if You fail to comply with the terms of this Agreement. Fox Cleaners also reserves the right to terminate or suspend Your Account and access to the Site and Services without prior notice. Both You and Fox Cleaners expressly agree that the provisions of Sections 1.1 (Proprietary Rights), 1.3 (Use of the App), 1.4 (User Agreement), 1.5 (User Representations), 2 (Online Communications), 4 (Content and General Disclaimers), 5 (Indemnification), 6 (Waiver and Release), 7 (Limitation of Liabilities), 9 (Term and Termination), 10 (Privacy Rights) and 12 (Miscellaneous) shall survive any termination of this Agreement.

10.PRIVACY RIGHTS.

Fox Cleaners is firmly committed to protecting Your privacy, the privacy of Users, and the information that Fox Cleaners gathers. In registering for the Services, You represent and agree that You will not use the Services to track or collect personally identifiable information of Users. For Fox Cleaners' policy on privacy, please visit and review Fox Cleaners' Privacy Policy at <https://www.FoxCleanerscleaners.com/privacy>

11.CONTROLS.

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of Material in violation of any such restrictions, laws or regulations. By downloading or using the Material, You are agreeing to the foregoing and You are representing and warranting that You are not located in, under the control of, or a national or resident of any restricted country or on any such list.

12. DAMAGED ITEMS.

Taking care of Your garments is our number one priority. We strive to provide exceptional service. While we are very cautious to treat all garments carefully, we cannot guarantee against color loss, bleeding or shrinkage of garments. In addition, we do not take responsibility for any deteriorated or flawed garments, which could result in small holes or tears. Any damaged items must be reported to customercare@foxcleaners.com and inspected by Fox Cleaners within twenty-four (48) hours through digital photos or in-person. The item may be tested at the International Fabricare Institute Garment Analysis Lab to determine the party responsible for the damage.

13. LOST ITEMS.

Any lost item must be reported within twenty-four (48) hours of the garment delivery by email to customercare@foxcleaners.com, or by phone at **918-973-4FOX(4369)**. All claims are reviewed on a case-by-case basis. In the rare event that a customer's garment is determined to be missing, Fox Cleaners will initiate a comprehensive and accountable two-week-long search for the item. When the customer's garment is found, Fox Cleaners will either deliver it to the customer's Fox Cleaners store on the next-scheduled delivery van (if a store customer) or deliver it to the customer on their next scheduled pickup/delivery day (if a route customer).

Items are considered lost fourteen (14) days after the initial claim has been made. Fox Cleaners shall not take responsibility for any loose items lost when submitted in a Fox Cleaners bag, such as watches, jewelry, or cufflinks.

14. GARMENT REIMBURSEMENT

In the rare event that a garment is not found or incurs irreparable damage as a result of an error by Fox Cleaners, Fox Cleaners will initiate a reimbursement process with the customer. Fox Cleaners will reimburse the customer in store credit up to, but not in excess of 20 (twenty) times the charge for cleaning of laundered shirts, five (5) times the charge for cleaning household and wedding items, and ten (10) times the charge for cleaning of all other items regardless of brand, price or condition of the garment. Fox Cleaners will also issue credit to the customer for the original cost of the garment's cleaning. To consider a claim, Fox Cleaners stipulates that customers inform us within the twenty-four (24) hours of the garment's delivery/pickup date (or realization of loss). As part of the reimbursement agreement, Fox Cleaners retains ownership of damaged garments and (if found) lost garments.

15.MANUFACTURER ERROR

According to the U.S. Federal Trade Commission's Care Labeling Law, manufacturers are required to apply accurate care instructions on every garment produced. In instances where a garment is damaged as a result of inaccurate care labeling, the manufacturer is held responsible. To assist you in obtaining compensation from the manufacturer, Fox Cleaners will issue a letter summarizing the manufacturer's error and responsibilities under law and place a \$25 dollar cash credit on your account for the inconvenience.

16.DELIVERY.

We hope to provide a convenient service to all our customers and can leave orders outside residences or with a doorman. When one of our valets picks up a bag we will notate that your bag has been picked up. We cannot accept responsibility for any items prior to pickup if they are left on your door step or at the front desk of a building. 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 Fox Cleaners.

17.BARCODES AFFIXED TO GARMENTS

Fox Cleaners state of the art garment management system uses tiny barcodes, roughly the size of a Tic Tac®, to monitor your garment throughout each step of the cleaning process. The use of tiny barcodes helps Fox Cleaners provide a top-notch cleaning service and minimize human error. Placing tiny barcodes on garments results in no more tags to rip off or holes pinned in your garment. In choosing Fox Cleaners to clean your garment, you expressly agree to Fox Cleaners placing barcodes on your garment.

Fox Cleaners affixes a barcode to your garment, which is scanned into our garment care system. Fox Cleaners professionals utilize the barcodes to keep track of all your garments, including any special requests or instructions that you provided. The coding system provides a description of your garment and its location within our facility. The barcodes provide Fox Cleaners with greater tracking and accountability, thus enhancing performance. In choosing Fox Cleaners to clean your garment, you agree that barcodes affixed to garments does not render such garment destroyed or damaged.

IN NO EVENT SHALL FOX CLEANERS BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO FOX CLEANERS AFFIXING OR PLACING BARCODES ON GARMENTS. THE CUSTOMER EXPRESSLY DISCLAIMS AND WAIVES THE RIGHT TO ANY ADDITIONAL DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, PUNITIVE OR ANY OTHER KIND OF LEGAL OR EQUITABLE DAMAGES, IN EITHER TORT OR CONTRACT, FROM FOX CLEANERS BARCODES ON GARMENTS; AND YOU EXPRESSLY AGREE TO HOLD FOX CLEANERS HARMLESS FOR PLACING BARCODES ON GARMENTS.

18. MISCELLANEOUS.

18.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. You agree that any legal action or proceeding between Fox Cleaners and You for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Tulsa County, Oklahoma, United States. Any cause of action or claim You may have with respect to Fox Cleaners must be commenced within one (1) year after the claim or cause of action arises. Fox Cleaners failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

18.2 Waiver; No Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

18.3 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.

18.4 Attorneys Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

18.5 Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

18.6 Third Party Beneficiary Rights. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any Nonprofit User, client, customer, affiliate, or any party hereto or any other person unless specifically provided otherwise herein, and except as so provided, all provisions hereof will be personal solely between the parties to this Agreement; except that Sections 5, 6, and 7 are intended to benefit Fox Cleaners and its officers, directors, employees, agents, licensors, and suppliers. Fox Cleaners may assign its rights and duties under this Agreement to any party at any time without notice to You.

19. NOTICE.

Fox Cleaners may deliver notice to You under this Agreement by means of electronic mail, a general notice on the Site or the App, or by written communication delivered by first class U.S. mail to Your address on record in the Account. You may give notice to Fox Cleaners at any time via electronic mail to the Site at the following Email address:

customercare@foxcleaners.com

Or in writing by mail to:

**ATTN: Customer Care
Fox Cleaners, INC.,
6049 South Sheridan Road,
Tulsa, Oklahoma 74145, USA**