

## **TERMS OF SERVICE**

Tumble Delivery (“Tumble”) is pleased to provide professional pick-up and delivery laundry services to our customers and offers quality and convenience at an affordable price. Our services are subject to the terms and conditions below. Your use of Tumble, services (“Services”) indicates your agreement to be bound by the terms and conditions contained herein. Please read the following provisions carefully and let us know if you have any questions. As a condition of this Agreement, you further acknowledge that we may, in our sole discretion, modify this Terms of Services at any time without prior notice. Any changes to the Terms of Services will be incorporated on the Terms of Service page of the website. Your continued access or use of the services after such changes constitutes your consent to be bound by the Agreement, as amended. You affirm that you will review this Terms of Services periodically, so that you are aware of any and all modifications made to this Terms of Services. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms, if any, will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms of Service for the purposes of the applicable Services. Supplemental terms shall prevail over the terms of this Terms of Service in the event of a conflict with respect to the applicable Services.

We look forward to doing business with you! This Terms of Service is strictly between Tumble, its customers and services provided by parties subcontracted by Tumble and does not in any way constitute or imply any relationship with any other parties. This Terms of Service including website (Tumbledelivery.com) and any related mobile website, application, and/or selected domains, existing or future, content, products and services (collectively "Services") set out the terms on which Tumble Delivery (“Tumble”) offers you access to and use of our Services. You agree to comply with all terms of this Terms of Service when accessing or using our Services. As used in this Agreement, “we,” “us,” or “our” shall mean Tumble Delivery.

### **THE SERVICES**

Tumble is an on-demand laundry and dry-cleaning pick-up and delivery service that enables users to schedule pick-up and delivery using Tumble’s website (herein referred to as “Website”) or Application (herein referred to as “App”) which is provided as part of the Services. After scheduling the reservation using the Website, App, or alternative method (paper label provided in guests rooms), a Tumble Associate will pick up and deliver the user’s laundry and dry-cleaning order. Items will then be sorted, stain treated, wash, dried, hang dried or dry cleaned according to clothing items care tag. In the event that a clothing items care tag is not present a standard process of stain treatment (as necessary) wash, dry and fold will be followed.

Pick-up/Delivery will take place on a predetermined day and frequency, except on certain holidays, as determined by you. Tumble or you may change the predetermined pick-up/delivery times, permanently or temporary, with advance notice by either you or Tumble. Tumble requires at least 2-hour notice prior to any change.

If you’d like to leave your items at a secure spot for pick up, it will be at your own risk. This is also true for delivery. Items left for pick up are not under our care until we have retrieved said items. Items left for delivery at the predetermined location will not be under our care once they have been left at the agreed upon location. Tumble is not responsible for, and shall not pay for, any loss, damage or theft of items left unattended by the customer for pick-up or delivery. Tumble will not leave items in the possession of any

other person that is not the owner of those items unless the owner has given consent. The customer is responsible for ensuring that his/her laundry is delivered safely to the Tumble.

If the customer misses the scheduled pickup/delivery, the customer must coordinate with Tumble to reschedule. Customer may be subject to a missed pickup/delivery fee in the amount of \$15 if they fail to notify Tumble one (1) or more hours prior to the scheduled day & time.

## **OWNERSHIP AND RESTRICTIONS ON USE OF MATERIALS**

The Services, including, but not limited to, the text, content, photographs, images, video, audio, graphics, and any software (including any files or images incorporated in or generated by the software, or any data accompanying the software) available on or through the Services, or contained in the Services (“Materials”) are owned and operated by Tumble. The Services and the Materials are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and/or other proprietary rights and laws of the United States and other countries.

Except as otherwise indicated in the Services and except for the trademarks, service marks and trade names of other companies that are or may be displayed in the Services, all trademarks, service marks, trade dress and trade names are proprietary to Tumble.

By accessing and using the Services, you acknowledge and agree to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained in this Agreement.

No Materials from the Services and Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of the Materials on any single computer for your non-commercial use only, provided that you keep intact all copyright and other proprietary notices. Modification of the Materials or unauthorized use of the Materials for any other purpose is a violation of The Tumble ’s trademark, copyright, trade dress and other proprietary rights. The use of any such Materials on any other site or networked computer environment is prohibited unless approved in advance and in writing by Tumble.

In the event that you download any software from the Services, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”) is non-exclusively licensed to you by Tumble. Tumble does not transfer title to the Software to you. Tumble retains full and complete title to the Software, and all intellectual property rights therein. You shall not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

Nothing contained in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Materials or proprietary content without the express written permission of The Tumble or such other party as may own the proprietary rights.

## **LICENSE**

Subject to your compliance with the terms of the Agreement, Tumble grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the Website on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related Materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Tumble and Tumble ’s licensors.

## **USE OF THE SERVICES**

### **USER REQUIREMENTS AND CONDUCT/USER ACCOUNTS**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). You must be at least 16 years of age to obtain an Account. Account registration requires you to submit to Tumble certain personal information, such as your name, address, guest room number and mobile phone number, as well as at least one valid credit, debit, or bank card (“Payment Card”). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired Payment Card on file, may result in your inability to access and use the Services or Tumble’s termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and, as such, you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Tumble in writing, you may only possess one Account.

The Service is not available for use by persons under the age of 16. You may not authorize third parties to use your Account, and you may not allow persons under the age of 16 to use the Services unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. In certain instances, Tumble or a Third-Party Contractor may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

### **NETWORK ACCESS AND DEVICES**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network’s data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Website and any updates thereto. Tumble does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

### **ELECTRONIC COMMUNICATION**

When creating an Account, you have the opportunity to opt-out of electronic communication from Tumble. If you do not opt-out, you agree that the Services may send you informational electronic communication that includes email and text (SMS) messages from time to time as part of the normal business operation of your use of the Services. You may opt-out of receiving emails and text (SMS) messages from Tumble at any time by sending a request to [TumbleDelivery@gmail.com](mailto:TumbleDelivery@gmail.com). You may also opt-out following the directions within each email and text (SMS), which are typically displayed at the bottom of the communication.

### **PROMOTIONAL CODES AND SPECIAL OFFERS**

Tumble may, in Tumble’s sole discretion, create promotional codes that may be redeemed for discounts, Account credit or other features or benefits. These promotional codes are subject to terms that The Tumble may establish on a per promotional code basis (“Promo Codes”).

You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Tumble , in advance in writing; (iii) may be disabled by Tumble at any time for any reason without liability to Tumble ; (iv) are not valid for cash; and (v) may expire prior to your use. Tumble reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Tumble determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

## **MINIMUM PRICE ORDER**

Unless otherwise stated, the minimum price order is \$35, after all discounts and before taxes. If your order does not meet the minimum price order, you agree to pay a service fee that is equal to the difference between the minimum price order and the amount due for services rendered. The minimum order price is cited on Tumble's website and may change from time to time without prior written notice.

## **REFUNDS**

Except as described in this paragraph, all sales are final, and all payments are non-refundable. A customer who has signed up for a prepaid package plan or gift card will have the right to cancel his or her contract within fourteen (14) days of signing up for the Tumble service and receive a full refund if no promotional value was received. After such fourteen-day period, Tumble shall have no obligation to refund any amounts paid by the customer. If a promotional value was received the sale is final and the payment is non-refundable.

Gift Card Purchaser: In addition to the above noted Refund terms. Gift Card refunds will only be issued for the remaining balance on the Gift Card.

## **DAMAGED OR LOST ITEMS**

We focus on providing your garments dedicated and focused care to provide quality cleaning, safety to your garments and your satisfaction with our Service. We also reserve the right to refuse any garment at Tumble's sole discretion.

## **DAMAGED ITEMS**

We do our best to prevent any damages to your garment, but 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. For any items deemed damaged, Tumble, at its discretion, may reimburse you by paying up to five (5) times the charge for cleaning the item in which the damage occurred regardless of brand, price or condition of the garment. Tumble does not read cleaning instruction labels and is not responsible for special care items, such as dry clean only items, which are included in the Laundry Bag. Although Tumble Providers/Partners use their best efforts to remove stains, stain removal is not guaranteed. Tumble Providers/Partners may refuse to clean any garment at their sole discretion.

Tumble will re-clean items that, in its sole discretion, were not properly cleaned and have not been worn since they were cleaned, at no additional cost. Tumble and its subcontractors are not responsible for loss of or damage to any personal or non-cleanable items left in the clothing or laundry bags such as money, jewelry, or any other item. The customer agrees not to leave such items in their clothing or in their laundry bags. Zippers behave unpredictably while cleaning. Although zippers generally are not an issue, the

customer is notified that there is a possibility of zipper issues while following normal wash procedures, and Tumble, does not accept any liability for such issues.

Any damaged items must be reported to [TumbleDelivery@gmail.com](mailto:TumbleDelivery@gmail.com) and inspected by an authorized Tumble representative within twenty-four (24) hours from date the damaged item was returned to you by Tumble. Inspection may happen through digital photos or in-person. Failure to report the missing or damaged item(s) within 24 hours shall remove any liability of Tumble for the damaged item.

## **LOST ITEMS**

Any lost item must be reported within twenty-four (24) hours of the delivery of the garments to [TumbleDelivery@gmail.com](mailto:TumbleDelivery@gmail.com). Failure to report the missing or damaged item(s) within 24 hours shall remove any liability of Tumble for the missing item. All claims are reviewed on a case-by-case basis. Items are considered lost ten (10) days after the initial claim has been made. Any reimbursement for an item deemed lost by Tumble shall be limited to and shall not exceed ten (10) times the charge for cleaning the lost item regardless of brand, price or condition of the garment. All refunds/reimbursements offered by Tumble to the customer, must be claimed by the customer within a 30-Day period. Once the 30-day period has expired, the customer's claim will be considered resolved and closed.

- While we check all garments for loose items prior to dry cleaning or laundering items, Tumble does not take responsibility for any loose items lost when submitted in a Tumble bag, such as watches, cash, cards, lighters, jewelry, cufflinks, etc.

## **USE OF WASH-DRY-FOLD LAUNDRY BAGS**

As part of the service, Tumble will provide you a personal Disposable Wash-Dry-Fold Laundry Bag(s). These are to be used to pack your garments bound for pick-up and cleaning by Tumble.

All Items should be placed in provided laundry bag and Laundry sticker with guest's information should be placed on your bag. If the item can be laundered, we will automatically launder it. You must list items that require dry cleaning. Any special cleaning instructions are required to be noted on your Account online or noted on Laundry Sticker and submitted with your Laundry bag for cleaning.

While we examine all items prior to cleaning, by putting your items into the Wash-Dry-Fold laundry bag, you agree to have these items washed in a washing machine, dried in a tumble dryer and then folded.

## **PICK-UP AND DELIVERY**

Our goal is to provide valuable, convenient, and timely service to all of our customers and partners. Therefore, hotel guests can choose from the following pick up/delivery days and times:

### **Pick-up and Delivery Days**

- Tuesday Pickup ----Thursday Delivery
- Thursday Pickup ----- Saturday Delivery
- Saturday Pickup ----- Tuesday Delivery

### **Pick-up and Delivery Times**

- Tuesdays & Thursdays 7 PM - 10 PM
- Saturdays 1 PM - 4 PM

We hope to provide a convenient service to all our customers and can leave orders outside residences or with an authorized representative of your residence (i.e. doorman, concierge, front office, etc.) provided the

customer gives written consent. However, 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 Tumble.

You have an option to ask us to leave your delivery with an authorized residence agent or other location, but Tumble will not be responsible for any lost cause as a result.

## **BAGS FOR FIRST PICK-UP AND DELIVERY**

For your first pick-up, please fill a clean plastic bag with the clothing you would like cleaned. A tied grocery bag works well for small orders and a clean trash bag is great for larger orders. For hotel guests, items will be placed in provided Disposable Wash-Dry-Fold bags.

Anything you would like washed in a washing machine, dried in a tumble dryer and then folded should go into its own plastic bag(s). The price of your order is based on the bag size filled as listed below.

- Kitchen trash bags (10 – 15 gallons) are equivalent to a 25 LB Tumble bag.
- Semi-full large trash bag (i.e. half-full 30-gallon trash bag) is equivalent to a 35 LB Tumble bag.
- Full large trash bag (30 gallons) is equivalent to a 25LB + 35LB Tumble bag.”

Anything you would like cleaned, pressed and returned on a hanger should go into a separate plastic bag(s). If you have items that require special care, such as air drying or special spotting, please place these items into another separate plastic bag with an accompanying note.

## **NON-CLOTHING ACCESSORIES**

We do our best to return all non-clothing accessories, such as garment bags and hangers, that we received with your order pick-up. However, please note that these items are considered “non-tracked” inventory and we are unable to guarantee their return. We will not be held liable for un-returned non-clothing accessories.

## **INVENTORY**

Tumble reserves the right to keep records of your garments and retain, store, display or reproduce such records which may include images or photographs, and associate such records with your name or other profile information for commercially reasonable periods for archival, inventory purposes, quality control, loss prevention, and or data collection.

## **NO UNLAWFUL OR PROHIBITED USE/MONITORING OF SERVICES**

By using and accessing the Services, you agree that you will not use the Services for any unlawful purpose or engage in any use prohibited by this Agreement. You further agree that you will not use the Services in any manner that could damage, disable, overburden or impair any Tumble server, or the network(s) connected to any Tumble server, or interfere with any other party's use and enjoyment of the Services. You may not attempt, through any means, to gain unauthorized access to any part of the Services, other account, computer system or network connected to any Tumble server.

Tumble reserves the right, in its sole discretion, to monitor any and all use of the Services.

## **VIOLATIONS OF THE AGREEMENT**

Tumble reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including the right to block access from a particular Internet address to the Services.

## **PAYMENT**

You understand that use of the Services may result in payments by you for the services you receive (“Charges”). Prior to delivery of your order, Tumble will process customer's payment of the applicable Charges, using the preferred payment method you designated in your Account. Tumble reserves the right to withhold, delay, or reschedule your delivery in the event that full payment for applicable charges is not received prior to delivery. You will receive an itemized receipt upon delivery of your items. This includes payment card failure, non-received payment funds, or refused check payment. Tumble reserves the right to withhold, delay, reschedule or cancel a scheduled delivery for any past-due payment on your Account.

Tumble will provide third party customers (hotels, Airbnb owners, daycares etc.) with a weekly Invoice. Payment is due in full a net ten (10) days from receipt. Tumble reserves the right to terminate service if Invoice payment is late by more than thirty (30) days from date it was sent to you.

Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Tumble. Any request for lower Charges or disagreement with the Charges should be addressed to Tumble by contacting [TumbleDelivery@gmail.com](mailto:TumbleDelivery@gmail.com) or via the contact page located on [Tumbledelivery.com](http://Tumbledelivery.com)

If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Tumble may use a secondary payment method in your Account, if available.

Tumble reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time in Tumble's sole discretion.

Tumble may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

## **DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNITY**

### **DISCLAIMER**

THE MATERIALS AND THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TUMBLE AND ITS OFFICERS, 3RD PARTY PARTNERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES DISCLAIM WITH RESPECT TO THE SERVICES AND THE MATERIALS HEREIN ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS STILL THE USER'S RESPONSIBILITY TO CAREFULLY READ AND INSPECT ANY SERVICE OR PRODUCT YOU PURCHASE THROUGH OUR WEBSITE UPON YOUR RECEIPT TO DETERMINE SAFETY AND APPROPRIATENESS FOR YOUR CONSUMPTION OR USE. TUMBLE DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TUMBLE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE

OR THE RESULTS OF THE USE OF THE MATERIALS AND/OR THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE. YOU (AND NOT TUMBLE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY**

Under no circumstances, including, but not limited to, negligence, shall The Tumble or its officers, directors, employees, 3<sup>rd</sup> party partners, agents or representatives be liable to you or any third party for any special, consequential, incidental, direct, indirect, or punitive damages or any other loss or injury that result from the use of, or the inability to use, the Services or the Materials, even if Tumble or a Tumble authorized representative has been advised of the possibility of such damages. In no event shall Tumble have any liability for damages, losses and other causes of action whether in contract, tort (including, but not limited to, negligence), or otherwise for accessing or using the Services or engaging the services of or purchasing product(s) of a third party through or after accessing the Services. These limitations do not purport to limit liability that cannot be excluded under the law in the jurisdiction of this Agreement.

## **USE OF LINKS**

The Services may contain links to other websites and services which are developed, sponsored and/or maintained by third parties. Tumble does not review, monitor, operate or control any such third-party website/services accessible through these links, and is not responsible for the content available on or through such third-party websites/services. By providing access to the linked websites/services, Tumble is not recommending or endorsing the products or services provided by the sponsor or owner of those websites/services. Tumble makes no guarantees, representations or warranties as to, and shall have no liability for, any electronic content delivered by any third party, including, without limitation, the accuracy or subject matter of any electronic content, or the use of any personal information you provide to any such website/services. You acknowledge and agree that use of such links is entirely at your own risk. Tumble reserves the right to discontinue links to any other website at any time and for any reason.

## **INDEMNITY**

You agree to indemnify and hold Tumble and its officers, directors, employees, 3<sup>rd</sup> party partners and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of this Agreement; (iii) Tumble 's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Contractors.

## **MEDIATION**

In the event of any dispute arising out of this Agreement or the relationship between the parties, the parties agree that prior to filing any suit or complaint the party must submit the dispute to resolution to be conducted by an independent mediator, as agreed upon by them. The Mediator shall have the authority to determine the reasonableness of the dispute and each party's claims or defenses against the other, and may determine any amounts due to either party under this Agreement, or arising out of such claim. The parties agree to enter mediation in good faith in order to resolve the dispute by such mediation and to comply with any settlement agreement reached therein. If mediation fails to resolve any matter between the parties, then either party may initiate suit in court.



## **MISCELLANEOUS**

### **GOVERNING LAW**

You acknowledge and agree that your access to and use of the Services is subject to all applicable international, federal, state and local laws and regulations. The terms, conditions and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to any principles of conflicts of law, and all claims, disputes or disagreements which may arise out of the interpretation, performance or in any way relating to your use of the Services, shall be submitted exclusively to the jurisdiction of the State or federal courts located in San Joaquin County and the State of California. You acknowledge and agree that you will irrevocably consent and submit to the exclusive personal jurisdiction of those courts for the purpose of litigating any such action; and you will irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court. Any waiver by Tumble of any provision of this Agreement must be in writing.

### **NOTICE**

Tumble may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Tumble, with such notice deemed given when received by Tumble, at any **time by first class mail or pre-paid post to 2155 N Orange Street Stockton, CA 95204.**

### **GENERAL**

You may not assign these Terms without Tumble's prior written approval. Tumble may assign this Agreement without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Tumble's equity, business or assets; or (iii) 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, Tumble 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 The Tumble in writing.