

## TERMS & CONDITIONS

This is what our customers feel about us

### READ THESE USER TERMS CAREFULLY BEFORE USING OUR WEBSITE

If you wish to book Laundry Services via our website [mrs-clean.co.in](http://mrs-clean.co.in), or mobile app, you must agree to the terms below as the exclusive basis which governs such booking and must click "continue" on the terms and condition box. If you do not agree to any of the terms. If you are booking on behalf of someone else, by clicking "continue", you are representing that you have their authorization to accept these terms and conditions on their behalf.

#### 1. GENERAL T&C

##### Definitions

You/User(s) – acting as a customer, registering a new booking/case with the company.

Company – The Company hereby referred to as Mrs Clean Dry-Cleaning and Laundry services.

Booking– effected via the registration with the website for availing / booking of the technician / laundry professional for availing the services. Bookings can be made for single services or split/multiple laundry services.

PRO/Service Provider/Technician – PRO and Service Provider are interchangeable terms used for Technicians or Private Laundry Professional registered with the Company to offer their services to the end customers.

#### 2. USER(S) ELIGIBILITY

User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the Services provided by Mrs-clean. The Services provided by Mrs-clean is a technology based service which enables the hiring of local service providers for home support (in India, through the internet and / or mobile telecommunications devices. Our Services are available only to those individuals or companies who can form legally binding contracts under the applicable law. Therefore, user(s) must not be a minor as per Indian Law; i. e. user(s) must be at least 18 years of age to be eligible to use our Services. Mrs-clean advises its users that while accessing the application, they must follow/abide by the

related laws. MrsClean is not responsible for the possible consequences caused by your behavior during use of application. MrsClean may, in its sole discretion, refuse the service to anyone at any time.

### 3. SERVICES

a) The Company provides technology based services for providing home solutions in Kochi such as laundrying / services of home products to you and you agree to obtain the services offered by third party technicians / Service Providers / Private Laundry Professionals ("the Service Provider"). All the Services provided by the Company to you by means of your use of the registration on website of the Company are hereinafter referred to as the "Service."

b) The entire Booking request as may be directed by the customer shall be forward to the concerned laundry professional/service provider by the Company. The Service Provider shall be provided on availability basis and the same shall be communicated to the customer through the company internal mechanism procedure, however, it is clarified that on availability of the Service Provider, the communication details of Service Provider & Customer shall be shared between both of them by the Company for the ease of both the parties to perform or exercise their rights & obligations.

c) In case, the Service Provider accepts the booking request made by you with the Company, your information is sent to the Service provider including your name, contact number etc.

d) Company shall endeavor reasonable efforts to bring you in contact with the Service Provider in order to render the required service subject to availability of the Service Provider in or around your location at the time of your booking request made to the Company.

e) It is pertinent to mention here that, the Company itself does not own / regulate the Service providers and neither there exist any employer / employee relation between them. It is the Service Provider who shall render the required services to you as per the relevant information submitted with the company while registering with the company. The provision of the services to be rendered by the Service Provider to you is therefore subject to the agreement (to be) entered into between you and the Service Provider and the Company shall never be a party to such agreement, in any manner whatsoever. Acceptance of booking request by the Company and the Service Provider does not reach your service location or decide not to render

services, in that case / event the Company shall not be held liable to you in any manner whatsoever and neither the Customer is under obligation to make any payment in lieu thereof.

f) You hereby certify and confirm that the relevant information you provide to the Company while registering your request or creation of account is accurate and complete in all respect as may be demanded by the Company in the application form. The Company is entitled to an all-time verify the information that you have provided. The Company shall not be liable if you do not visit the appropriate web portal or dial-in the correct call center number. The Company reserves the right to discontinue or introduce any of the modes of booking Service Provider.

g) Before handing over the products to be laundryed the customer shall be cautious and ensure themselves about the defect in Service or credibility of the Service Provider and any theft/ damage to the asset; spare parts; accessories; products shall not be compensated by the Company in any manner whatsoever and it is clarified that that Company shall not be liable in any manner whatsoever, if any such harm/damage/ loss is caused to the Service Provider due to any such transfer or products to the Service provider for Service.

h) You should confirm & clarify from the service provider about the time involved and the spare parts required to render the service including the total/aggregate service charges involved therein except the minimum cost before initiation of the Service. In case the same is not discussed, it is implied that the customer is aware of the service charges and has consented to avail the services as may be informed or directed by the service provider.

i) You will compensate and defend the company fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these Terms.

j) Please note that we are not responsible for the behavior, actions or inactions, accuracy, efficiency of Service Provider, quality of Service which you may use (through us or otherwise). Any Contract for the provision of services is exclusively between you and the Service provider and not us in any manner whatsoever and we simply provide a platform to introduce Service provider and Customer seeking the said service.

#### 4.ADVANCE AND PAYMENTS

a) Servicemen sent by MrsClean are independent professionals, and MrsClean takes no responsibility for money paid to them without informing MrsClean.

b) Payments should always be made in the mode as requested/described by MrsClean call centre, cash, cheque or online, otherwise MrsClean has no control over the loss or theft of money.

c) Follow ups or confirmation for work carried out by the servicemen should only be communicated at the call centre number of MrsClean, in order to avoid any loss of time and money. MrsClean shall not be responsible for any call booked directly by the customer with the serviceman, as in such cases MrsClean has no control or responsibility.

d) MrsClean takes complete responsibility and accountability for the services rendered directly thorough MrsClean. In case of any large value work /contractual work, to avoid any loss of pay, the payment should be made directly to MrsClean employee or by means of online payment ,Cheque or DD issued in the name of MrsClean Innovative Service Solutions PVT LTD against which MrsClean shall issue an invoice, after levying/deducting appropriate applicable taxes.

e) Work starts immediately after clearance of the cheque,DD or online payment.

f) For all the work carried out by the servicemen Invoice/Bill shall be given/issued by the servicemen, the invoice/bill may carry the MrsClean logo depicting that the serviceman is an MrsClean affiliate. If customer required an invoice via MrsClean then the same can be provided however appropriate taxes will be applicable.

g) The minimum visiting charges for any bookings shall be Rs 150.00, out of which Rs 50.00 is towards the fees charged by MrsClean as booking charges and Rs 100.00, towards servicemen visitation charges, which are non-refundable but adjustable towards the services availed by the customer.

h) If the customer does not pay visiting charges of Rs 150.00, MrsClean holds the rights to recover the said charges by legal means and also blacklist the said customer for providing any further services in the future.

i) MrsClean does not deal with any kind of material. The customer should buy the material required, for carrying out the service, on their own. However on customers demand, MrsClean servicemen may arrange for the material at customer doorstep and the material provided shall be charged on actual basis, to the best of our

knowledge. Further, in case the material bought gets damaged or stops working after completion of work, in that case MrsClean is not liable for any replacement or warranty of the product.

j) Serviceman is liable for any damage by him, in occurrence of any such event the customer is requested to lodge a complaint against the technician and inform customer care centre. MrsClean is responsible to co-ordinate the delivery of the service to the customer by the vendor or in exceptional circumstances, arranges to refund the payment if made to MrsClean employee or via cheque, DD or online.

k) The service request can be lodged 24x7 online and from 9AM to 5PM Monday to Saturday on calls. However very few/No services will operate on National Holidays.

l) In case the authorized technician reaches the address of customer and the house is locked, or the customer cancels the call. It would be essential for the customer to re-lodge the service request.

m) MrsClean holds the right to cancel any call at any time due to any external/internal reasons.

#### 5. TERMS & CONDITIONS FOR USE OF THIRD PARTY SERVICE PROVIDERS THROUGH MRSCLEAN

a) The customer agrees and accepts that the use of the Services provided by the Company is at the sole risk of the Customer, and further acknowledges that the Company disclaims all representations and warranties of any kind, whether express or implied.

b) The customer shall ensure that he/she will not indulge in any of the following activities while using the service:

1) Smoking or consuming any kind of intoxicants in the presence of service provider. The service provider has the right to refuse the service and can go back if the customer is found to be in an intoxicated state or is found misbehaving with service provider, or is causing a nuisance.

2) Misusing, soiling or damaging the tools, items, spare parts or any other item (technical or non technical ) brought by the service provider.

3) Asking the service provider to break any Police and/or government rules for any purpose (especially getting the service faster). The service provider has the right to refuse such a request by the customer.

c) The customer agrees and acknowledges that the use of the Services offered by Company is at the sole risk of the customer and that Company disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes are excluded to the fullest extent permitted by law.

d) Without prejudice to the above, the Company makes no representation or warranty that:

1) The Services will meet the customer's requirements.

2) The Services will be uninterrupted, timely, secure, or error-free.

3)The Company shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of service offered by Company or due to the failure of Company to provide Services to the Customer for any reason whatsoever including but not limited to the Customer's non-compliance with the Services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Company or any person or any organization involved in the above mentioned systems.

4)The Company will not be liable for any damages of any kind arising from the use of the Service offered by the Company, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

e) The Customer shall indemnify Company from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions and proceedings which Company may incur or sustain directly or indirectly from or by any reason of or in relation to the use or proposed use of the Services by the Customer and shall pay such sums on demand of the Company.

f) The Company is hereby authorized to use the location based information provided by any of the telecommunication companies when the Customer uses the mobile

phone to make a booking. The location based information will be used only to facilitate and improve services for the Customer.

g) The Company shall be entitled to disclose to all companies within its group, or any government body as so required by the law or by directive or request from any government body, the particulars of the Customer in the possession of Company in any way as Company, in its absolute discretion, deems fit or if it considers it in its interests to do so.

h) The Company shall be entitled at any time without giving any reason to terminate the booking of services done by the Customer.

i) The Company shall not be liable for any conduct or behavior or actions of service providers. However, the Company encourages you to notify it of any complaints that you may have against the service provider that you may have hired using the Company's Services.

j) The Company shall be entitled to add to, vary or amend any or all these terms and conditions at any time and the Customer shall be bound by such addition, variation or amendment once such addition, variation or amendment are incorporated into these terms and conditions at Company's website at [mrsclean.co.in](http://mrsclean.co.in) and in the application on the date that Company may indicate that such addition, variation or amendment is to come into effect.

k) All the calls made to the Company's call centre may be recorded by the Company for quality and training purposes.

l) The Company have right to use the customer contact information for its own marketing purposes. The Company may send regular SMS updates to the mobile numbers registered with it.

m) The courts of Kochi, India shall have the sole and exclusive jurisdiction in respect of any matters arising from the use of the Services offered by Company or the agreement or arrangement between Company and the Customer.

n) The technicians are required to behave professionally and properly with customers. In case violations of the same are observed, the customer is requested to lodge a complaint against the technician at customer care centre.

o) In case any criminal act is committed by the technician while providing services, the customer, at its own will can take direct action under the laws of country on such technicians and also keep MrsClean informed on full details of the same.

## 6. USER ACCOUNTS, OFFERS AND PROMOTIONS

MrsClean reserves the right to collect user data including name, contact information and other details to facilitate services or use of its platform to avail services. All information collected from the user are on a bonafide basis. Misuse and misrepresentation of identity or contact details will lead to automated termination of services or the use of the platform without prior notice to such users.

User accounts bearing contact number and email IDs are created and owned by MrsClean. Any promotional discounts, offers and reward points accumulated can be revoked without prior notice in the event of suspicious account activity or malafide intent of the user.

In the case where the system is unable to establish unique identity of the user against a valid mobile number or e-mail ID, the account shall be indefinitely suspended. MrsClean reserves the full discretion to suspend a user's account in the above event and does not have the liability to share any account information whatsoever.

## 7. TERMINATION

Most content and some of the features on the application are made available to visitors free of charge. However, MrsClean reserves the right to terminate access to certain areas or features of the application at any time for any reason, with or without notice. MrsClean also reserves the universal right to deny access to particular users to any/all of its Services without any prior notice/explanation in order to protect the interests of MrsClean and/or other visitors to the application. MrsClean reserves the right to limit, deny or create different access to the application and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.

## 8. INTELLECTUAL PROPERTY RIGHTS (TRADEMARKS AND COPYRIGHTS)

1. The Company is the sole owner of all the rights to the web site or any other digital media and its contents mentioned on the website. The content means its design, layout, text, images, graphics, sounds, video, etc. the website or any other digital media content embody trade secrets and intellectual property rights protected under applicable laws. All titles, ownership and intellectual property rights in the



website and its content shall remain with the Company, its affiliates, agents, authorized representatives as the case may be.

2. All rights not otherwise claimed under this Terms and Conditions or by the Company are hereby reserved. The information contained in this web site is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use.

3. All related icons and logos are trademarks or service marks or word marks of the Company in various jurisdictions and are protected under applicable copyrights, trademarks and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

## 9. LIABILITY

1. The information, recommendations provided to you on or through the Website is for general information purposes only and does not constitute any advice. The Company will reasonably keep the Website and its contents correct and up to date but does not guarantee that (the contents of) the Website are free of errors, defects, malware and viruses or that the Website are correct, up to date and accurate in all means.

2. The Company shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with the Website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

3. Without prejudice to the foregoing, and insofar as allowed under mandatory applicable law, the Company's aggregate liability shall in no event exceed an amount of INR 1000.

4. The quality of the services requested through the use of the Application or the Service is entirely the responsibility of the Service Provider who ultimately provides such services to you. The Company under no circumstance accepts liability in connection with and/or arising from the services provided by the Service Provider or any acts, action, behavior, conduct, and/or negligence on the part of the Service Provider. Any complaints about the services provided by the Service Provider should therefore be submitted to the Service Provider.

## 10. INDEMNIFICATION

By accepting these User Terms, you agree that you shall defend, indemnify and hold the Company, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including Service Providers arranged via the Application, or (c) your use or misuse of the Website.

## 11. NOTICE

The Company may give notice by means of a general notice on the Service or Application, or by electronic mail to your email address on record in the Company's account information, or by written communication sent by regular mail to your address on record in Company's account information.

## 12. PRIVACY AND COOKIE NOTICE

The Company collects and processes the personal data of the visitors/ registered customers of the Website and the promotional offers may be send by the Company on time to time basis unless the same is denied by them by informing to the Company.

## 13. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, strikes, lock-out, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences.

## 14. MISCELLANEOUS

1. In the event of any dispute or difference between the Parties in respect of this Agreement, the construction of any provision of this Agreement or the rights, duties or liabilities of the Parties hereto under this Agreement, the same shall be referred to arbitration by a sole arbitrator to be appointed by the Company and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Kochi. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the parties. The arbitrator shall have the authority to order specific

performance of this agreement. Subject to the foregoing, the Courts at Kochi, Kerala only shall have exclusive jurisdiction.

2. The Courts of Kochi shall have the sole and exclusive jurisdiction in respect of any matters arising from the use of the services offered by the Company or the agreement or arrangement between the Service provider and the Customer. All claims and disputes arising under this Terms and Conditions should be notified to the Service Provider or Company within 30 days from the service date after which no claim shall be entertained.

### **DISCLAIMER**

The information contained in this website/app is for general information purposes only. The information is provided by MrsClean and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the app or the information, products, services, or related graphics contained on the app for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this app.

Through this app you are able to link to other apps or websites which are not under the control of MrsClean. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the app up and running smoothly. However, MrsClean takes no responsibility for, and will not be liable for, the app being temporarily unavailable due to technical issues beyond our control.

### **CANCELLATION**

SERVICES ONCE BOOKED CANNOT BE CANCELLED. HOWEVER IF WE FAIL TO DELIVER THEN WE WILL PROVIDE REFUND WHICH WILL BE PROCESSED BY NEFT AND MAY TAKE UPTO 30 DAYS TO CREDIT.

## **Shipping and Delivery**

It generally takes up to 3-7 days for delivery, depending on the Locality.