

LUCKY STAR CLEANERS LAUNDRY SERVICE AGREEMENT

TERMS AND CONDITIONS:

We offer you, our Customers, our services subject to your compliance with and acceptance of the terms and conditions stated and set forth below. Your use of the Lucky Star Cleaners Laundry Service indicates your agreement to be bound by the terms and conditions contained herein. Please read the following provisions carefully and if you do not so agree, you should inform us and cease using the service immediately.

Please Read This Agreement: This is a Membership Agreement between JMooney Inc. ("Lucky Star Cleaners"), a Texas-based company and the member ("Customer"), an individual, for pickup and delivery wash and fold laundry services. You are purchasing a prepaid wash-and-fold membership contract, **which will renew automatically unless otherwise cancelled per the terms outlined below in Section 3.** Lucky Star Cleaners reserves the right to deny service to any Customer at the discretion of the company. The following terms of service apply to your membership and your contract:

1. Liability

Disclaimer: Lucky Star Cleaners will provide each Customer with a laundry bag; that bag remains the property of Lucky Star Cleaners and must be returned to us when services terminate. Lucky Star Cleaners reserves the right not to pick up items that are not inside of these bags. The Customer agrees not to include any of the following items inside their wash and fold laundry bag given to Lucky Star Cleaner representatives for service: (i) non-washable items, (ii) items that are labeled for hand washing and/or dry cleaning only, or (iii) any other items not meant for laundering or dry cleaning. The Customer is responsible for any and all damage caused by any items left in the Customer's clothing or laundry bag that cause damage to the clothing, the cleaning machines, or any other property of Lucky Star Cleaners or its other parties or Customers. Lucky Star Cleaners 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. Missing or damaged items must be reported to Lucky Star Cleaners within two (2) business days of receiving your delivered laundry. If a Customer is able to provide proof of purchase and purchase amount of the lost or damaged item, Lucky Star Cleaners will provide a refund up to fifty (\$50) dollars for each individual item and a maximum total reimbursement per Customer of One-Hundred (\$100) dollars per academic year. Lucky Star Cleaners is not liable for any preexisting damage to garments and reserves the right to return any item without cleaning it if any preexisting damage is found or if we have a concern about the colorfastness or the age or weakness of the fabric.

2. Payment:

Customer, or their representative, agrees to pay the total cost of their selected plan (plus any applicable taxes) according to this agreement and their credit card issuer agreement. Service will not begin until Lucky Star Cleaners has received payment. Services that have been paid for but go unused do not carry over from month to month, or from semester term to semester term. Lost, damaged, and/or unreturned bags are subject to a \$25 replacement charge billed to the Customer's credit card. All sales are final and all payments are non-refundable after payment has been processed. Lucky Star Cleaners shall have no obligation to refund any amounts paid by the Customer after that time period. If the Customer's account is referred to collections for non-payment or per a credit card chargeback, Customer agrees to pay all costs associated with that collection and/or chargeback activity.

3. Auto-Renewal:

Service will auto-renew automatically each term based on your selected plan. The Customer agrees to allow Lucky Star Cleaners to charge their credit card in advance of each plan term for that forthcoming term. *Customer must notify Lucky Star Cleaners at least fourteen (14) days prior to the commencement of the term if they wish to cancel services or service will be automatically renewed.* **In order to cancel laundry service, a written request for cancellation, along with the "Lucky Star Cleaners" bag must be mailed to PO Box 7374, Huntsville, TX 77342 or returned to one of our locations a minimum of fourteen (14) days prior to the commencement of the academic term.**