

United States and Canada: Terms & Conditions

The terms and conditions stated herein (collectively, this "Agreement") constitute a legal agreement between you and Homeaglow, Inc. (dba Homeaglow), a Delaware corporation or the appropriate entity (the "Company"). By using or receiving any services supplied to you by the Company (together with the website located at <https://homeaglow.com>, collectively, the "Service"), and downloading, installing or using any associated software supplied by the Company which purpose is to enable you to use the Service (collectively, the "Software"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as published from time to time at <https://homeaglow.com/terms> or through the Service.

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Software at any time, effective upon posting of an updated version of this Agreement on the Service or Software. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Software after any such changes shall constitute your consent to such changes. If you require any more information or have any questions about our Terms and Conditions, please feel free to contact us by email at support@homeaglow.com

THE COMPANY DOES NOT PROVIDE CLEANING SERVICES, AND THE COMPANY IS NOT A CLEANING SERVICE PROVIDER. IT IS UP TO THE THIRD PARTY CLEANING SERVICE PROVIDER TO OFFER CLEANING SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE SOFTWARE OR SERVICE. THE COMPANY OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY CLEANING SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE CLEANING SERVICES OR ACT IN ANY WAY AS A CLEANING SERVICE PROVIDER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY CLEANING SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Payment Terms

Any fees which the Company may charge you for the Software or Service are due immediately upon completion of your cleaning and are non-refundable. The Company reserves the right to determine final prevailing pricing - Please note the pricing information published on the website may not reflect the prevailing pricing.

The Company, at its sole discretion, may make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. You may be charged for your appointment in full if you cancel within 24 hours of the appointment start subject to our Last Minute Cancellation Policy or if your cleaner is unable to complete as a result of being locked out of your home. Please see our Help Center for Last Minute Cancellation Policy and Lockout Policy. The Company may change the fees for our Service as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service.

ForeverClean Membership Autorenewal and Cancellation Terms

AUTORENEWAL TERMS: ForeverClean memberships will automatically renew on a monthly basis and your credit or debit card will be charged your monthly membership fee (taxes may apply) unless you cancel prior to your next billing cycle. Membership fees are due immediately upon renewal and are non-refundable. Thus, if you cancel after your membership is renewed, you will be charged for the entire month regardless of when you cancel your ForeverClean membership.

CANCELLATION TERMS: ForeverClean memberships can be canceled anytime online under your 'Account Settings' or by submitting a help ticket at our help center. However, canceling your ForeverClean membership before your initial commitment term will result in your first cleaning being charged at full price at standard rates ("early termination fee"). For avoidance of doubt, the early termination fee is calculated as the difference between the full price of your first cleaning at standard rates and the discounted price of your first cleaning (taxes may apply).

The "no refund policy" discussed in this section shall apply at all times regardless of your decision to terminate your usage, the Company's decision to terminate your usage, disruption caused to our Software or Service either planned, accidental or intentional, or any reason whatsoever.

Theft and Damage Policy

In the event of a potential theft or damage during your cleaning service, the requestor must first reach out to their Service Provider. As a Homeaglow customer, you have the option to request the platform to help mediate a resolution between the requestor and the Service Provider within 30 days of the completion of your requested service. You will receive a confirmation email, and by requesting that Homeaglow help mediate a resolution, you agree that Homeaglow's decision is final and binding. In the event that you choose to involve Homeaglow, you must complete the theft and damage claim form within 30 days of receiving the form.

A requester will only be covered by our Theft and Damage Policy provided all of the below:

- the requested service is paid in full through the platform;
- the requester has not violated the Terms of Service;
- the requester has reported the claim within 30 days of the Service Provider's completion of the requested service;
- the requester has accounted for & secured all valuables prior to the start of the requested service

Below are the exclusions:

- any cleaning service that is not booked and paid directly on the platform;
- lost/damaged items that have already been recovered by the police or replaced by the cleaner;
- losses of cash, 3rd party gift cards/vouchers, and securities;
- losses for fine arts (includes but is not limited to paintings, etchings, photos, rare art glass, valuable rugs, sculptures, antiques, coins, stamps, other collectibles/collections, furs, jewelry, precious stones, precious metals, rare items, historical value);
- losses based on sentimental and/or undocumented intangible value;
- losses of pets, personal liability, or damage to common areas;
- losses arising out of interruption of business, loss of market, loss of income, and/or loss of use
- losses from pre-existing damages or conditions of the item or property;
- losses for items that retain their functionality; (e.g. minor cosmetic damage/scratches, ordinary wear, and tear);
- losses arising from the shipping cost and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items;
- losses of theft without a valid police report, if requested by the platform, and losses with insufficient documentation;
- losses arising from the acts or omissions of a requester or the Service Provider;
- losses arising from the negligence or misconduct of a third party;
- losses involving products/services, or uses of either that are prohibited by law;
- losses related to services not explicitly booked through the platform;

As part of Homeaglow's resolution process, we will help gather information and coordinate communication between the requestor and the Service Provider. Once we receive sufficient information from both you and your cleaner, we'll review all documentation and, if applicable, determine your cleaner's refund amount based on fair market value estimates and help process the payment for (1) the

cost of your claim OR, (2) up to three times the cost of your cleaning, whichever is lower. Most resolutions are reached within one week, with the length of the resolution process varying depending on the severity of the case, the quality of documentation, and the cooperation of the requestor and cleaner.

Homeaglow is Only a Venue

The Service is a communications platform for enabling the connection between individuals seeking to obtain cleaning services and/or individuals seeking to provide cleaning services and for facilitating a contractual relationship between such parties. The Company checks the backgrounds of cleaning service providers via third party background check services; however, the Company does not guarantee or warrant, and makes no representations regarding, the reliability, quality or suitability of such cleaning service providers. When interacting with cleaning service providers you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. By using the Service, you agree to hold the Company free from the responsibility for any liability or damage that might arise out of the transaction involved. NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE. THE COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE.

Representations and Warranties

By using the Software or Service, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction which restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Software and Service. Without limiting the foregoing, the Service and Software is not available to children (persons under the age of 18) or others who are not capable of entering into binding contracts. By using the Software or Service, you represent and warrant that you are at least 18 years old and otherwise capable of entering into binding contracts. By using the Software or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Software is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Software or Service you agree to comply with all applicable laws from the country, state and city in which you are present while using the Software or Service.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Software for your handset.

By using the Software or the Service, you agree that:

- You will only use the Service or Software for lawful purposes; you will not use the Service for sending or storing any unlawful material or for fraudulent purposes.
- You will not use the Service or Software to cause nuisance, annoyance or inconvenience.
- You will not impair the proper operation of the network.
- You will not try to harm the Service or Software in any way whatsoever.
- You will not copy, or distribute the Software or other content without written permission from the Company.
- You will only use the Software and Service for your own use and will not resell it to a third party.
- You will keep secure and confidential your account password or any identification provided to you which allows access to the Service.
- You will provide us with whatever proof of identity the Company may reasonably request.
- You will only use an access point or data account which you are authorized to use.
- When requesting cleaning services by SMS, you opt-in to receive text messages from the Company, and acknowledge that standard messaging charges from your mobile network service provider may apply, and you represent and warrant that the number provided is your own cell phone number.

By submitting contact numbers and other information to Homeaglow, you consent to:

- Contact at the number(s) provided by Homeaglow, Homeaglow Cleaning Professionals, and its partners by telephone call and/or text message, including by calls or text messages made by an automatic telephone dialing system or other automated

technology, even if you have opted-out of such calls through the National Do Not Call Registry (or state equivalent) or the internal do not call list of Homeaglow or any other company, and

- Calls or text messages can be revoked at any time by email to privacy@homeaglow.com.

Homeaglow Communications

In addition to appointment reminders sent to the email address and phone number provided during booking, you may contact us at homeaglow.com/help. Additionally, Homeaglow may provide optional phone number that connect you with your Service Provider. These phone numbers are the property of Homeaglow.

By providing your phone number, you expressly consent that your numbers provided will be used to communicate with you, Homeaglow, and your Service Provider unless and until you opt-out. You also represent that you are the subscriber on your phone number, and you agree to promptly update your phone number with us if your phone number changes. By providing your phone number and using the Service, you agree that Homeaglow may, to the extent permitted by applicable law, use your phone number for calls, including pre-recorded or artificial voice calls, and, if such phone number is a mobile number, for text (SMS or MMS) messages, including text (SMS or MMS) messages with an autodialer, in order to assist with facilitating the requested services from the Service Provider. Standard call or message charges or other charges from your phone carrier may apply to calls or text (SMS or MMS) messages Homeaglow sends you.

If you opt-in to optional communications with Homeaglow via Short Code: Message Frequency Varies. Message & data rates may apply. Reply STOP to stop or HELP for help.

You may opt-out of receiving text (SMS or MMS) messages from us by replying with the word "STOP" to a text message from us or via email to privacy@homeaglow.com. You acknowledge that opting out of text (SMS or MMS) messages may impact your ability to use the Service.

You agree to Homeaglow's use of a service provider to facilitate communication between you and your Service Provider when you communicate via call or exchange text (SMS or MMS). For each Service Provider, you will be provided a telephone number provided by Homeaglow. When you call or send text (SMS or MMS) messages to this telephone number, Homeaglow and its service provider will receive in real time and store call data, including the date and time of the call or text (SMS or MMS) message, the parties' phone numbers, and the content of the text (SMS or MMS) messages. Homeaglow will then send the identical message from your assigned phone number to your Service Provider. You agree to the process described above and to Homeaglow's use and disclosure of this call data for its legitimate business purposes.

By using the Service, you acknowledge and agree that any incoming or outgoing calls, text (SMS or MMS) messages, and other communications transmitted to or through the Service may be monitored and/or recorded for quality assurance purposes, including but not limited to assisting in the resolution of any disputes you may have with the Service, and hereby waive any notification requirement at the time of such recording to the maximum extent permitted under applicable law.

License Grant & Restrictions

The Company hereby grants you a non-exclusive, non-transferable, right to use the Software and Service, solely for your own personal, non-commercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by the Company and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software in any way; (ii) modify or make derivative works based upon the Service or the Software; (iii) create Internet "links" to the Service or "frame" or "mirror" any Software on any other server or wireless or Internet-based device; (iv) reverse engineer the Software; (v) access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Software, or (c) copy any ideas, features, functions or graphics of the Service or Software, or (vi) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Software.

You may use the Software and Service only for your personal, non-commercial purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv)

interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Software or Service or its related systems or networks.

Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Service. To the extent you provide any suggestions, ideas, enhancement requests, feedback, recommendations or other information regarding the Service or Software, you hereby assign to the Company all right, title and interest thereto. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Software and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

Privacy; DMCA

Please visit <https://homeaglow.com/privacy> to understand how the Company collects and uses personal information. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any content made available in connection with the Service or Software infringes your copyright, you (or your agent) may send the Company a notice requesting that the content be removed, or access to it blocked. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA (see <http://www.loc.gov/copyright> for details). Notices and counter notices with respect to the Service or Software should be sent to the Company at:

By Mail:

Copyright Agent

Homeaglow, Inc.

2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808

By Email: support@homeaglow.com

Third Party Interactions

During use of the Software and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Software or Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Company does not endorse any sites on the Internet that are linked through the Service or Software, and in no event shall the Company or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Software and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Company disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Software or Service and other mechanisms to subsidize the Software or Service. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. The Company may compile and release information regarding you and your use of the Software or Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

Cash Back Program

Cash Back. We offer the ability for you to earn Homeaglow credits ("**Credits**") or cash back ("**Cash Back**") (collectively, "**Rewards**") on your purchases completed through the selected vendors in this program ("**Select Services**"). Participation in this program and the opportunity to earn Rewards are offered at the sole discretion of Company and subject to your compliance with this Agreement.

Submitting Information about Qualified Purchases. To qualify for rewards, you must upload receipts into the portal located at <https://app.homeaglow.com/rewards> (“**Rewards Portal**”) which reflect payments to Select Services. The receipt(s) that you upload for proof of payment at one of the Select Services: i) must be valued under \$1,000 per service; ii) must have been paid by you; and iii) must be an authentic receipt issued by the Select Services (each such upload, a “**Receipt**”). Company reserves the right to verify the authenticity of any uploaded receipts prior to determining your eligibility for rewards, and by uploading your receipt you consent to the user of your data for the purpose of performing such validation and administering the Rewards, as further described in our Privacy Policy. Company will identify the amount of purchase credit eligible for Rewards for any Receipt in its sole discretion. The determination of whether a purchase made through a Select Services provider is at the sole discretion of Company.

Rewards Exclusions and Conditions. Rewards are earned based on the amount purchased on the uploaded receipt, excluding taxes, fees, shipping, discounts or credits, returns or cancellations, and extended warranties and any other items determined by Company in its sole discretion. If the Company determines, in its sole discretion, that a Receipt is invalid or violates the requirements above, it will not deem the Receipt eligible for rewards. In order to earn Rewards, you must have an active ForeverClean Membership, meaning that all payments due have been paid and the membership has not been subject of any cancellation request. As a condition of payment of accrued Rewards, you must also: (i) provide a valid email address that you own and are able to receive email; and (ii) provide your physical address. If you elect to receive payment via PayPal or Venmo, you must provide a valid PayPal or Venmo email address. Additionally, you must not be a resident of a country subject to economic or trade sanctions by the U.S. State Department or U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), be listed as a “Specially Designated National,” a “Specially Designated Global Terrorist,” a “Blocked Person” or similar designation under the OFAC sanctions regime, or be a resident outside of the 50 United States or Washington D.C. You agree to provide additional information we may request to verify your identity as a condition for receiving payment. Company reserves the right to discontinue or freeze payment in the event that we believe, in our sole discretion, that payment may violate any applicable law. Company reserves the right to delay payment for any purchase based on Company’s suspicion or detection of fraud with your account or any anomalies detected by Company with your account. Company also reserves the right to modify the payment schedule at any time. Company is not responsible for payments delivered to the wrong address through no fault of Company or for payment errors made by payment partners, like PayPal.

Payment of Rewards. In order to receive Rewards, you will use the Rewards portal to elect the amount and type of Rewards. If you select payment by Venmo or Paypal, payment will be sent to the destination address you input. You are solely responsible for ensuring that you have provided accurate and complete Venmo or Paypal Information. The minimum payment amount for Rewards is \$5.00. Company pays you Cash Back in U.S. dollars via PayPal or Venmo, and Credits via your Homeaglow account. Credits can be used towards payment of future cleaning bookings but not towards ForeverClean membership month fees.

Account Adjustments. In our sole discretion, we may deduct Rewards from your account to make adjustments for: (1) returns and cancellations with respect to receipts uploaded or (2) any Rewards that Company, in its sole discretion, deems as fraudulent, abusive, unethical, suspicious or otherwise inconsistent with the terms set forth in this Agreement or any other applicable law or regulation. Any such adjustments will be made in accordance with this Agreement, any applicable Company policies and terms, and any and all applicable laws, rules and regulations. It is your responsibility to check your account regularly to ensure that Rewards have been properly credited and paid and that your account balance is accurate. If you believe that Rewards have not been correctly credited to your account, you must contact Company support within thirty (30) days of the date of the transaction reflected on the Receipt. However, Company is not obligated to reissue any Rewards under any circumstances. YOUR SOLE REMEDY FOR ANY CLAIMS OR DISPUTES REGARDING THE REWARDS IS TO TERMINATE YOUR REWARDS ACCOUNT.

Taxes. You may be taxed on your receipt of Rewards depending on the tax laws of federal, state and local jurisdictions. You will be solely responsible for any tax liability arising in connection with Rewards, and your indemnity obligations in these terms will apply to the extent Company is subject of any Claims in connection with your Rewards account.

Fraudulent Activity. We reserve the right to investigate any Receipts uploaded for any reason. We reserve the right to terminate, suspend, or revoke Rewards for any Rewards account that we believe, in our sole discretion, is abusing or has abused the program. Any failure to comply with this Agreement, any alleged fraud or abuse relating to the accrual or receipt of Rewards, or any misrepresentation of any information furnished to Company by you or anyone acting on your behalf may result in the termination of your account and forfeiture of any accrued Rewards. Company reserves the right to pursue any and all remedies available under applicable law for negligence, fraud, or other malfeasance in connection with the Rewards.

Indemnification

By entering into this Agreement and using the Software or Service, you agree to defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, 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 this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of cleaning services arranged via the Service or Software, or (c) your use or misuse of the Software or Service.

IF YOU ARE A NEW JERSEY RESIDENT, THE ABOVE LANGUAGE IN THIS SECTION (INDEMNIFICATION) IS INTENDED TO BE ONLY AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS SECTION.

Termination

The Company reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service, for any reason, including if the Company believes that you have violated this Agreement or engaged in inappropriate conduct, including but not limited to: (i) abusive, harassing or vulgar language in spoken, written, email or other electronic form; (ii) threatening and/or violent behavior; (iii) fraud; (iv) theft or unauthorized removal or possession of Homeaglow's property or the property of service providers; (v) unsafe behavior or practices (including but not limited to actions that pose a safety threat to a service provider or any other person); and (vi) falsification, material omissions or destruction of records. The Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service. The Company will use good faith efforts to contact you to warn you prior to suspension or termination of your account by the Company.

Disclaimer of Warranties

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR SOFTWARE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE OR SOFTWARE (INCLUDING ANY CLEANING SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE (INCLUDING ANY CLEANING SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR SOFTWARE WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND SOFTWARE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SOFTWARE AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU ARE A NEW JERSEY RESIDENT, THE ABOVE LANGUAGE IN THIS SECTION (DISCLAIMER OF WARRANTIES) IS INTENDED TO BE ONLY AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS SECTION.

Network Delays

THE COMPANY'S SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELECOMMUNICATIONS NETWORKS AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM

YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR SOFTWARE, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY MAY INTRODUCE YOU TO THIRD PARTY CLEANING SERVICE PROVIDERS FOR THE PURPOSES OF PROVIDING CLEANING SERVICES. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY CLEANING SERVICE PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY CLEANING SERVICE PROVIDER. THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE SOFTWARE OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SOFTWARE OR SERVICE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE QUALITY OF THE CLEANING SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH CLEANING SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SOFTWARE AND THE SERVICE, YOU MAY BE EXPOSED TO CLEANING SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SOFTWARE AND THE SERVICE, AND SUCH THIRD PARTY CLEANING SERVICES, AT YOUR OWN RISK.

NOTHING ON THIS WEBSITE CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

BY USING THE SERVICE OR SOFTWARE, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT THINK THEY ARE REASONABLE, YOU MUST NOT USE THE SERVICE OR SOFTWARE.

IF YOU ARE A NEW JERSEY RESIDENT, THE ABOVE LANGUAGE IN THIS SECTION (LIMITATIONS OF LIABILITY) IS INTENDED TO BE ONLY AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS SECTION.

Notice

The Company may give notice to you by means of a general notice on the Service, electronic mail to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. 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 the Company (such notice shall be deemed given when received by the Company) at any time by any of the following: letter sent by confirmed facsimile to the Company at the following fax numbers (whichever is appropriate): 1-855-569-8783; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following addresses (whichever is appropriate): Homeaglow, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808, addressed to the attention of: Chief Executive Officer.

Controlling Law and Jurisdiction

This Agreement will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to its conflict-of-law provisions. You and the Company agree to submit to the personal jurisdiction of a state court located in Santa Clara, California or a United States District Court, Northern District of California located in Santa Clara, California, for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Dispute Resolution by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

INFORMAL NEGOTIATIONS. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and the Company agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice, as set forth above.

BINDING ARBITRATION. If you and the Company are unable to resolve a Dispute through informal negotiations, all claims arising from use of the Service or Software (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT BY USING THE SOFTWARE OR SERVICE AND AGREEING TO THESE TERMS AND CONDITIONS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO SUE IN COURT, THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If your claim for damages does not exceed \$10,000, the Company will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitration may be conducted in person, through the submission of documents, by phone or remotely online or by video. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the Company may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

EXCEPTIONS TO ALTERNATIVE DISPUTE RESOLUTION. Each party retains the right to bring an individual action in small claims court or to seek injunctive or other equitable relief on an individual basis in a federal or state court in Santa Clara County, California, with respect to any dispute related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property or proprietary rights.

WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. You and the Company agree that any arbitration will be limited to the Dispute between the Company and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" Section will be deemed null and void. The arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s), except that you may pursue a claim for and the arbitrator may award public injunctive relief under applicable law only to the extent required for the enforceability of this provision.

LOCATION OF ARBITRATION. Arbitration will take place in Santa Clara County, California, unless otherwise agreed to by both You and the Company. You and the Company agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, the California state and Federal courts located in Santa Clara,

California have exclusive jurisdiction and you and the Company agree to submit to the personal jurisdiction of such courts.

CONFIDENTIALITY. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. SEVERABILITY. If a court or the arbitrator decides that any term of this Dispute Resolution by Binding Arbitration provision (other than the subsection above titled "WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING") is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Dispute Resolution by Binding Arbitration provision will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions in the subsection above titled "WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING" are invalid or unenforceable, then the entirety of this Dispute Resolution by Binding Arbitration will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief.

FUTURE CHANGES TO ARBITRATION AGREEMENT. Notwithstanding any provision in these Terms of Service to the contrary, Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Governing Law

You and the Company agree that, other than as set forth under the subsection entitled "Waiver Of Right To Be A Plaintiff Or Class Member In A Purported Class Action Or Representative Proceeding" above, if any portion of the section entitled "Dispute Resolution" is found illegal or unenforceable, that portion will be severed and the remainder of the section will be given full force and effect. Notwithstanding the foregoing, if the subsection entitled "Exceptions to Alternative Dispute Resolution" above is found to be illegal or unenforceable, neither you nor the Company will elect to arbitrate any Dispute falling within that portion of that subsection that is found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within Santa Clara, California, and you and the Company agree to submit to the personal jurisdiction of that court.

Except as expressly provided otherwise, this Agreement will be is governed by, and will be construed under, the laws of the State of California, without regard to choice of law principles.

Assignment

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) any other successor or acquirer. Any purported assignment in violation of this section shall be void.

General

No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service or Software. If any provision of the 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. The failure of the Company 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 Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and the Company regarding the subject matter contained herein.

Other Parties

You accept that, as a corporation, the Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Company's officers or employees in respect of any losses you suffer in connection with the Service or Software. Without prejudice to the foregoing, you agree that the limitations of warranties and liability set out in this Agreement will protect the Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Company.

Breaches of these terms and conditions

Without prejudice to the Company's other rights under these terms and conditions, if you breach these terms and conditions in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including suspending your access to the Service or Software, prohibiting you from accessing the Service or Software, blocking computers using your IP address from accessing the Service or Software, contacting your internet service provider to request that they block your access to the Service or Software and/or bringing court proceedings against you.