

M CLEANING SERVICES TERMS & CONDITIONS

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the <https://m-cleaning-services.com/> website (the “Service”) operated by M Cleaning Services (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of M Cleaning Services and its licensors.

Links To Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by M Cleaning Services LLC. M Cleaning Services has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that M Cleaning Services shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Governing Law

These Terms shall be governed and construed in accordance with the laws of The United States without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Terms of Service

In order to prevent misunderstanding or miscommunication, the following is the Terms of Service that apply when booking a service with and hiring M Cleaning Services.

All clients (residential, commercial, Airbnb, post-construction), regardless of type, should read and understand these Terms of Service. These apply and are legally binding to all our clients who book a service with us over the phone or through our website.

Services: M Cleaning Services provides interior residential, Air BnB, and commercial cleaning services only for residential and commercial properties.

Booking Confirmations: Booking service online does not guarantee you a spot for that day/time. You will be contacted by email or phone with a confirmation.

Cleaning Crew: We always work with solo cleaners; occasionally, more cleaners may be needed due to the complexity of work or busy schedules. We do our best to limit the rotation of cleaners in your home.

Client Satisfaction: M Cleaning Services LLC guarantees client satisfaction. We charge a flat rate to perform our cleaning services. If we miss something included in your cleaning, we will come back to correct it for no extra charge if informed within 24 hours. This guarantee is for 72 hours – you must notify and allow us back into the location to correct within 72 hours of the original cleaning. In addition

to that, in the case we arrive at your home and determine you require additional services not booked, such as a deep clean, we will communicate the required changes and costs upfront. If you do not agree to the additional charges, we will perform your booked services but cannot guarantee you a complete cleaning.

Heavy-Duty Cleaning Fee: For all our Deep Cleaning services, we add on a heavy-duty cleaning fee if the home has not been cleaned in 90 days or it is apparent that it needs more time than what our typical Deep Cleaning entails. This decision is determined by the cleaner and the owner of M Cleaning Services LLC. If a customer does not abide by this decision, the cleaner has the right to leave the property.

Right To Refuse Services: M Cleaning Services LLC reserves the right to deny or terminate service because of safety concerns, inappropriate or uncomfortable situations, weapons on premises, severe clutter or disconnected utilities. Our contractors have the choice to leave if the home is in an extremely unsanitary condition (ie: mold, presence of blood, urine, feces, etc) or they feel unsafe/threatened. If you book a cleaning that is unreasonable, the cleaners may refuse service on the spot and you will be charged the cancellation fee.

Cleaning Day Preparation: Your price for cleaning is based on the cleaners focusing all of their time on cleaning. We ask that you take a few minutes to tidy up to allow the cleaners access to the areas/surfaces to be cleaned: floors, countertops, tabletops, etc. If you'd like our cleaners to do these tasks for you, please call in advance so that your cleaning fee may be adjusted for the additional time. The client must allow the cleaner access to hot water and electricity.

Add-On Services: These services are available for an extra charge: Clean interior windows and sills, Detail blinds, Dishes, Clean inside kitchen cabinets, Clean inside oven, Clean inside fridge, Sweep garage, clean patio.

Pets: We will gladly work around pets. We ask that indoor activity is limited for cleaning efficiency and safety reasons. If your pet becomes anxious or presents a safety concern, M Cleaning Services reserves the right to remove its workers from your home. M Cleaning Services contractors are instructed not to enter a house if they believe an animal, is a threat. Pets may behave differently if a family member is not present. If removal of our cleaner is due to aggressive pets, our cancellation policy will apply.

Service Fees: Please remember we give these instant prices based on years of experience, but we may adjust the price based on the actual condition of the house. To ensure there are no surprises when we arrive and find that the job will require extra time, we'll call you to let you know. If we cannot reach you, the crew will have to leave and you will be charged the cancellation fee.

We reserve the right to reevaluate rates at any time based on the time it takes to perform our service to meet the client's standards, M Cleaning Services LLC will contact the client to discuss price or service revisions if the cleaning time differs drastically from the original bid.

Rate Increases: Client's cleaning rate adjustments may be made at any time during the year should there be changes to the frequency of client's established service schedule or home or living situation: remodel, change of address, number of people living in the home, a significant addition of furniture, etc.

Recurring Service Discount: Recurring discounts begin AFTER the first cleaning service. If you skip cleanings so that your cleaning frequency is lower than what you were set up for, your price will be increased to the pricing level for the lower frequency.

Recleans: All re-cleanings need to happen within 3-days of the original service. We appreciate the chance to make things right with a re-cleaning, although refunds are not offered for all services.

Refunds: We offer **NO REFUNDS** whatsoever when a service is provided by M Cleaning Services LLC.

In addition, we cannot offer a refund or a re-cleaning if you try to hire our teams independently of M Cleaning Services LLC, are offensive or abusive to our teams, or didn't have running water or power during the time of the initial cleaning.

Direct Hiring Prohibited: Client agrees not to directly engage the services of any referred Service Provider during the term of this Agreement and for a period of nine (9) months after termination of services without informing Pristine Cleaners of the scheduled services. Should services commence or additional services be provided without informing Pristine Cleaners, Client agrees to pay Pristine Cleaners \$5,000 as a finder's fee.

Use of Homeowner's Equipment: If you request to use your vacuum, we will not assume or accept any liability for damage to the unit. Since we are not responsible for the maintenance of the vacuum, we will not be responsible for any repairs to it. This is important because if the vacuum is not in working order when we arrive to clean your home, we will not be able to perform any vacuuming of carpet & hard floor surfaces.

Cleaners Arrival Window: We schedule our cleanings in an order that requires the least amount of drive time in an effort to maintain low prices and avoid trip fees, if you require a specific time we will make every effort to accommodate your request, however, no times are guaranteed.

Due to the unpredictable nature of our business & unforeseen circumstances, traffic jams, weather, mechanical problems, allow us the flexibility of scheduling our cleaning between 8:00 am & 5:00 pm.

We generally do not run more than 30 minutes earlier nor more than 60 minutes later than the scheduled appointment time, if we are running late we will call you or text you.

Uncontrollable Natural Events And Inclement Weather: Please keep in mind that residential cleaning has some unpredictable circumstances such as vehicle accidents on the road or health emergencies with the cleaning individual that may lead to last-minute rescheduling in rare instances. It may be best to schedule your cleanings in advance of having an event or turning over a property. We are not responsible for any outcomes resulting from an emergency reschedule due to the cleaner's inability to work. We will be closed for business when weather conditions prevent Orange County (CA) and Surrounding area schools from opening.

Right to Reschedule: In order to respect all clients' schedule, if your cleaning requires much more time than discussed, we reserve the right to schedule the additional cleaning time for a different day.

Photos: As proof of work, generally, we take before and after photos of areas of the home. This is to ensure there is proof work was completed and there are no discrepancies as a result. Unless specifically requested by the customer to not take photos, we reserve the right to use these photos as marketing material as long as there is no identifying information in the photos.

Service Provider Performance: For quality assurance, a “walk-through” or inspection is required at the completion of service. The service provider must be contacted on the worksite after completion of the service if the client is not entirely satisfied with the housekeeping work that was performed. To complete a “walk-through” the client needs to be present at the property while the cleaners are finishing up the job. Without an official “walk-through”, our cleaner is not required to return for a re-cleaning within the 3-day period.

Moving of furniture/other large items: By booking a cleaning service with M Cleaning Services LLC, I understand that my cleaning team will not move large furniture heavier than 50lbs or kitchen appliances. It is my responsibility to move these items if I want the areas around them cleaned.

Limitation of Liability: M Cleaning Services LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity: Except where prohibited by law, by using this Site you indemnify and hold harmless M Cleaning Services LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Cleaning Supplies: M Cleaning Services LLC cleaner agrees to provide all cleaning detergents and equipment (vacuum cleaner, mop, bucket and broom) required to carry out the service, unless other arrangements have been made with M Cleaning Services LLC. Any cleaning equipment provided by the customer, should be safe and in full working order.

Booking Reminders: Client agrees to receive both text and email reminders regarding their upcoming booking. They may opt out at any time by logging into their account to update their notifications OR contacting us to update your notifications.

Payment Terms: We require a credit card to be on file with our credit card processor. We use a virtual terminal – no client information is saved anywhere on M Cleaning Services LLC’s computer or server. We place a hold/pre-authorization on the card on file before service to ensure availability of funds. At the end of the service, we charge clients’ cards for cleaning completed that day.

Late Cancellation Fee: Because we need notice to be able to replace a client’s missed cleaning, cleanings must be canceled 1 business day before your booking. If a booking is canceled less than 24 hours before a scheduled service, we reserve the right to charge a \$50 late-cancellation fee. Schedule changes and cancellations must be made during our business hours Monday through Friday, 8am to 5pm. After hours calls or texts will not be acknowledged or considered tendered until 8am the following business day. If a booking is canceled less than 4 hours before a scheduled service or while the cleaner is onsite, we reserve the right to charge 50% of the service charge or the late-cancellation fee.

Subscriptions: Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription. To cancel your subscription, please follow these steps: We don't charge any cancellation fees or rescheduling fees as long as we have a 24-business hour notice Monday - Friday 8am - 5pm PST. Call (714)-475-1391 to cancel your services if need be.

Lockouts: Client shall make the service location accessible to M Cleaning Services LLC personnel on the scheduled service day. If the team or individual is locked out of Client's home, every effort will be made to establish contact with the Client to arrange for entry into the home, if contact is not made within 20 minutes of the arrival of the cleaning team, the scheduled cleaning will be skipped & you will be charged 50% of the cleaning service or a \$99 lock-out charge, this fee is necessary to compensate unexpected lost revenue and time travel, to avoid the fee provide us with a key or code to gain entry to your home or office.

Credit card payment declined: If a credit card payment is declined, we will call the client to get corrected information. No extra fees are charged if paid within 5 days. After 5 days, the client is charged a \$25 per week (7 days) late fee. After 30 days of non-payment, we will file a complaint with the small claims court of Orange County.

Bank fees: Any bank fees charged to M Cleaning Services LLC will be the responsibility of the client to reimburse the company. Full reimbursement, including original amount and any bank charges, is expected within 5 days. After 5 days, the client is charged a \$25 per week (7 days) late fee. After 30 days of non-payment, we will file a complaint with the small claims court of Orange County.

Any wording, image, or other content found on M Cleaning Services LLC's website, Facebook page, or any other company-managed website or social media page are the sole responsibility and ownership of the owners of M Cleaning Services LLC.

The laws of the State of California dictate, determine, and describe the responsibilities of both parties (M Cleaning Services LLC and its client) in any matter of contention. M Cleaning Services LLC reserves the right to bring about court action if necessary, to retrieve payment. This will be done in Orange County, California where M Cleaning Services LLC is registered.

Contact Us

If you have any questions about these Terms, please contact us via email at

info@m-cleaningservices.com

Terms may change without notice.