

HOME VALET PROS, LLC
a Maryland limited liability company

MAINTENANCE SERVICES TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern the use of maintenance services provided by Home Valet Pros, LLC, a Maryland limited liability company (“Company”). By signing an Order Form, scheduling or receiving Services, or otherwise engaging with Company, the customer (“Customer”) agrees to be legally bound by these Terms. Customers who do not agree to these Terms must refrain from scheduling, accepting, or engaging Company for any Services.

1. SERVICES

1.1. Scope of Services. Company shall provide the maintenance and support services described in the Home Valet Plan selected by Customer (the “Services”). Depending on the selected Plan, Services may include, without limitation: systems and appliance checks, filter replacements, visual inspections, minor maintenance tasks, and related home care services as set forth in the applicable service description or Plan overview then in effect.

1.2. Plan Options. Customer shall elect either a monthly or quarterly service plan (each, a “Plan”) from among Company’s current offerings. The frequency, scope, and timing of Services shall be governed by the selected Plan. Company reserves the right to modify the features or contents of any Plan from time to time in its sole discretion; provided, however, that no material reduction in scope shall apply retroactively to Services already scheduled or performed.

1.3 No Long-Term Commitment. This Agreement is not a contract for a fixed term. Customer may cancel the Plan at any time upon written notice to Company, and such cancellation shall be effective following the last scheduled Service prior to cancellation. Cancellation does not relieve Customer of the obligation to pay for Services already performed, nor for any costs or expenses reasonably incurred by Company in anticipation of providing such Services. Fees are earned on a per-service basis and are non-refundable once Services have been rendered or materials or supplies have been purchased in reliance on a scheduled visit.

2. FEES AND PAYMENT TERMS

2.1 Fees. Customer shall pay the per-visit fee applicable to the selected Plan at the time each Service is rendered, unless otherwise agreed in writing. Fees will be based on the pricing in effect at the time of service, as reflected in Company’s published pricing or as otherwise communicated to Customer. Unless expressly stated otherwise, Plan fees do not include the cost of parts, filters, or materials required to complete the Services. Where specialized or home-specific parts are needed (such as HVAC filters, water filters, or replacement components), Customer may either supply such items in advance or authorize Company to procure and provide them at an additional charge. Company will communicate any such costs in advance where reasonably practicable. Payment is due immediately upon completion of each visit and may be made via credit card, debit card, or any other method approved by Company. Company reserves the right to adjust its fee schedule at any time; provided, however, that any such changes shall apply only to future Services and shall not impact fees already quoted or confirmed. Advance notice of any fee modifications will be provided via email or other reasonable means. Customer’s continued use of Services following the effective date of any fee change shall constitute acceptance of the new fee schedule.

2.2 Payment Authorization. By executing this Agreement and providing a credit card, debit card, or other payment method, Customer authorizes Company to store such payment method and to charge it for any fees, costs, or charges incurred under this Agreement, including per-visit service fees, cancellation fees, parts or materials provided by Company, and any applicable taxes. Customer expressly consents to the processing of payment immediately following each Service visit, without the need for further consent or signature. This authorization shall remain in effect until the Agreement is terminated and all outstanding amounts are paid in full, and may be revoked only upon written notice accompanied by the provision of an alternative approved payment method.

2.3 Late Payments. Payments not made when due shall accrue interest at the rate of 1.5% per month (or the maximum rate allowed by law, if less), calculated from the original due date until paid in full. If payment is more than fifteen (15) days past due, Company may suspend Services until the account is brought current. Customer shall remain responsible for all unpaid amounts, accrued interest, and any collection costs incurred. Customer acknowledges and agrees that Company has provided Services in reliance on timely payment and may pursue all legal remedies available to collect unpaid amounts, including but not limited to court proceedings, referral to collections, and reporting to credit agencies as permitted by law. Customer further agrees to pay all reasonable attorneys' fees, court costs, and collection expenses incurred by Company in connection with enforcing its rights under this Agreement.

3. CUSTOMER OBLIGATIONS

3.1 Access. Customer shall ensure that Company has timely and unobstructed access to all interior and exterior areas of the premises necessary for performance of the Services. If Customer fails to provide access to the premises on the scheduled service date and time, and does not provide at least forty-eight (48) hours' prior written notice to reschedule, Company may charge a fee equal to fifty percent (50%) of the service charge that would have applied to that visit. This fee is intended to compensate Company for time and resources allocated to the missed service. Repeated failures to provide access may result in additional fees or cancellation of Services.

3.2 Condition of Premises. Customer represents and warrants that all systems, structures, surfaces, equipment, and components within and around the premises are in reasonably clean, accessible, and functional condition and do not pose any known safety hazards to Company personnel. Customer acknowledges that the Services do not include the remediation or repair of any pre-existing unsafe, defective, or non-functional conditions. If, during the course of performing the Services, Company personnel identify hazardous or materially defective conditions that impair the safe or effective completion of the Services, Company may suspend further performance until such conditions are resolved to Company's satisfaction. Company shall not be responsible for any damage, delay, or service failure caused by pre-existing conditions, and Customer agrees to hold Company harmless from any claims or liability arising out of such conditions.

3.3 Cooperation. Customer agrees to fully cooperate with Company's personnel in the scheduling and performance of the Services, including complying with any reasonable safety-related instructions or operational guidelines communicated by Company. Customer shall take all reasonable measures to facilitate a professional, respectful, and distraction-free work environment and shall not interfere with, delay, or obstruct the performance of Services. Failure

to cooperate or follow safety protocols may result in suspension or termination of Services at Company's discretion, without liability.

4. TERMINATION. Either party may terminate this Agreement at any time by providing written notice to the other. In the event of termination, Customer shall remain responsible for payment of all Services rendered through the effective date of termination. In addition, Customer shall reimburse Company for any reasonable costs or expenses incurred in preparation for scheduled Services performed in reliance on this Agreement. If Customer cancels a scheduled visit with less than forty-eight (48) hours' notice, or if Company is unable to perform Services due to lack of access to the premises, Customer shall be charged a cancellation fee equal to fifty percent (50%) of the scheduled Service fee.

5. SERVICE PARAMETERS AND LIMITATIONS

5.1 Scope of Work; Exclusions. Company shall provide such maintenance services as described herein and the related materials. However, Company shall not perform major repairs or specialized trade work, including but not limited to plumbing, electrical, or HVAC repairs requiring licensure, structural modifications, roofing work, mold or pest remediation, or other services that fall outside routine home maintenance. Customer is solely responsible for arranging such services with appropriately licensed professionals. Company may, as a courtesy, assist in identifying reputable service providers, but does not warrant or guarantee their performance or availability.

5.2 Liability Limits. To the fullest extent permitted by law, Company shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising from or relating to the Services, including without limitation any damages related to delays, missed appointments, or incomplete work due to conditions beyond Company's control. Company's total liability for any claim or series of related claims shall not exceed the total fees actually paid by Customer to Company in the six (6) months preceding the event giving rise to the claim.

5.3 Events Outside Company Control. Company shall not be deemed in breach of this Agreement or otherwise liable for any delay, interruption, or failure to perform Services due to causes beyond its reasonable control, including but not limited to severe weather, pandemics, epidemics, natural disasters, labor shortages, illness, civil unrest, unavailability of materials, or the failure of third-party vendors or suppliers. In such cases, Company will use reasonable efforts to reschedule the Services as promptly as practicable.

5.4 Marketing. Customer hereby grants Company and its representatives the right to photograph or video the premises in connection with the Services. Such photos or videos may be used by Company for internal training, quality assurance, and marketing purposes, including social media and promotional materials, provided that no identifying personal information about Customer is disclosed.

5.5 Quality Assurance. As part of its commitment to service quality and employee training, Company may from time to time record audio and/or video during on-site visits for internal review and quality assurance purposes. These recordings will not be used for marketing or promotional purposes without separate written consent from Customer. Company will notify Customer in advance if any recording will take place. Customer may opt out of any recording by notifying the Company representative at the time of the visit, and all active recordings will be promptly discontinued upon such notice. Company will store such recordings in accordance with its internal

policies and applicable law. Customer's continued use of the Services constitutes consent to this practice, subject to the right to opt out.

5.6 Warranty. Company warrants that all Services will be performed in a workmanlike manner consistent with applicable industry standards. If Customer notifies Company in writing of a defect in workmanship within seven (7) days following the applicable Service, Company will, at its discretion, re-perform the Services or refund the applicable portion of the Service fee. This limited guaranty is Customer's sole remedy and is expressly in lieu of all other warranties, whether express or implied. Company disclaims any warranties of merchantability, fitness for a particular purpose, or results from Services.

6. MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by the laws of the State of Maryland without regard to its conflict of law provisions. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Howard County, Maryland, and the parties hereby consent to the jurisdiction and venue of such courts.

6.2 Entire Agreement. This Agreement, including any exhibits or attachments referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, discussions, negotiations, representations, or agreements, whether oral or written. No other agreements, promises, or representations shall be binding unless set forth in a written document signed by both parties.

6.3 Amendments. This Agreement may not be amended except by a writing signed by both Parties.

6.4 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect and shall be interpreted to give maximum effect to the original intent of the parties.

6.5 Assignment. Customer may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Company, and any attempted assignment without such consent shall be null and void. Company may assign or transfer its rights and obligations under this Agreement, in whole or in part as it deems appropriate.

6.6 Notices. All notices, requests, consents, demands, or other communications required or permitted under this Agreement shall be in writing and delivered by (a) personal delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier, or (d) electronic mail to the addresses or email addresses most recently provided by the parties. Notice shall be deemed given upon delivery or transmission, as applicable, provided that in the case of email, confirmation of successful transmission is obtained.

6.7 Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, Customer shall not directly or indirectly solicit for employment or engagement, or hire or retain, any employee, contractor, or subcontractor of Company who was involved in providing the Services, without Company's prior written consent. In the event of Customer's breach of the foregoing, Customer shall pay Company liquidated damages equal to twenty-five thousand dollars (\$25,000) per individual, representing the reasonable costs of recruiting, hiring, and training replacement personnel.