

TERMS AND CONDITIONS

Thank you for choosing Pool Cleaners Express for your pool cleaning and maintenance needs. The following terms and conditions constitute a binding contract between you, the customer, and Pool Cleaners Express, Inc. By indicating your agreement or paying an invoice for our services, you agree to the terms and conditions set forth below.

SERVICES AND CUSTOMER RESPONSIBILITIES

Please provide all pool, spa, and equipment information as accurately as possible, including the type of sanitizer being used (chlorine or salt). Without accurate information, Pool Cleaners Express cannot effectively manage the quality of your pool/spa water chemistry. If our technician notices an issue with your equipment, we will notify you. As a Pool Cleaners Express customer, you will receive top priority scheduling for any repairs you need with our specialist pool equipment repair partners.

By agreeing to these terms and conditions, you grant permission for a Pool Cleaners Express technician to be present on the property where your pool is located for any length of time necessary to complete the tasks required for the maintenance of your pool. It is the property owner's responsibility to maintain safe and clear access to the pool. If your pool is in a secured area, we ask you to provide us with a key or passcode to get into the area. For the safety of our staff, the path to and the surrounding area of the pool must be clear of obstacles (toys, furniture, yard equipment, and the like) and pets prior to the arrival of our technician. No inflatable toys or furniture shall be in the pool when our technician arrives. The technician may cancel a job for the week if there is no access (locked gate, unsafe conditions) to the pool at the time of arrival.

A regular service day is generally established for your weekly pool cleaning. However, based on technician availability, the service day may, from time to time, change. Pool Cleaning Express will make every reasonable effort to inform you of a temporary change in the regular service day.

If you have a solar cover for your pool, you must remove it prior to a technician's arrival. Technicians also will not cover a pool immediately after a cleaning. Should you require a technician to solar cover or re-cover your pool in conjunction with a cleaning, please make prior arrangements with us. Additional charges may apply.

If your pool has a child safety fence, it is your responsibility to make sure the fence is closed following a pool cleaning.

If your pool has a light, please make sure that it is a twelve-volt (12V) unit. Older pools with higher voltage lights that malfunction can shock and seriously injure swimmers.

If your pool experiences an incidence of fecal matter (human or animal "poop") coming in contact with the water, it is your responsibility to close the pool and notify Pool Cleaners Express about the incident. Pool Cleaners Express does not accept responsibility for any bacteria such as E.Coli, Hepatitis A, Girardia, Cripto, and the like that may be in the water after a fecal matter incidence where you do not inform us of the incident. When you inform us of the incident, we will endeavor to take corrective action. Additional charges may apply.

Any extra service beyond normal weekly pool cleaning service, such as storm cleanup, excessive debris, fecal matter cleanup, removal of algae due to external factors, and any other situations outside of the normal scope of a weekly pool cleaning will result in additional service charges.

Any chemicals added to pool water by anyone other than Pool Cleaners Express is prohibited. We cannot maintain a pool or spa correctly under any other circumstances. Please also understand that some of the chemicals that are used in a pool can react with other chemicals, creating an unstable or dangerous environment. We are not responsible for any chemical reactions or damage if anyone other than us adds anything to the pool.

You are responsible for filling your pool with water to the proper level between weekly pool cleanings. We will not be responsible for filling the pool to the proper water level during pool cleanings. Any use of a hose water timer is done under the customer's sole responsibility.

REPAIRS

Pool Cleaners Express only performs pool or pool equipment repairs through their partner companies. Pool Cleaners Express customers generally enjoy a free diagnostic service call from our partner companies. Repairs are separate and apart from the services provided and charges for weekly pool cleaning.

When using our partner service companies, their repair invoices are due to them upon job completion. We do not warrant and are not responsible for the work completed by our pool repair partners companies.

CHARGES AND BILLING

The number of gallons of water that your pool holds and/or size of the pool will determine your weekly rate. You agree to pay Pool Cleaners Express its monthly service fee on time every month. Invoices are sent out on the first of each month, in advance of the service being provided, and are due by the sixteenth of that month. Pool Cleaners Express reserves the right to terminate service without notice or to charge invoices not paid by the end of a month interest at the rate of 1.5% per month (18% per annum), unless otherwise required by law, on the balance of any unpaid amounts. Due to rising prices, monthly rates are subject to change

without written notice. For payments, Pool Cleaners Express accepts cash, personal checks, and credit cards only.

ADDITIONAL LEGAL PROVISIONS

Pool Cleaners Express shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse in any way related to a pool being serviced. Normal wear and tear on a pool's finish (concrete, vinyl liner, fiberglass) and pool equipment occurs over time by exposure to chemicals, salt (a corrosive substance), and sunlight, conditions over which Pool Cleaners Express has no control and therefore accepts no responsibility. Pool Cleaners Express also does not accept responsibility for any damages or deterioration of the pool or pool equipment caused by the failure of a customer to perform other services recommended by us or by your failure to maintain properly the pool and pool equipment between our visits.

You agree that this contract between us is a monthly service agreement that continues from month to month until terminated. The contract may be terminated by either you or us. However, you further agree that you shall give Pool Cleaners Express thirty (30) days advance written notice of your intention to terminate this contract. Such written notice may be delivered in person, by email, or by regular U.S. mail.

With the exception of claims and disputes involving unpaid balances and matters related to non-disparagement, all claims or disputes arising from or related to the work and services performed under this contract shall be mediated prior to and as a condition of pursuing litigation of any kind. Mediation will be conducted in accordance with the Florida Supreme Court's published rules for mediation. The mediation shall take place in Lee County, Florida. We will provide you with four qualified and certified mediators from which you may choose. The mediator shall be selected within 21 days, and the mediation shall be scheduled within 90 days thereafter. The parties shall split the costs of mediation equally. All communications in the mediation are confidential, privileged, and not admissible at any trial or arbitration. All requests for mediation must be sent in writing to Pool Cleaners Express by certified U.S. Mail and regular U.S. Mail.

You agree not to disparage Pool Cleaners Express relating to their performance under this contract. "Disparage" shall mean any negative statements, reviews, comments, or feedback, whether written or oral, about Pool Cleaners Express or anyone at all associated with Pool Cleaners Express. You agree that a breach of this non-disparagement clause would most certainly cause damage to Pool Cleaners Express's goodwill and reputation that would be difficult to determine or calculate. At a minimum, you agree it will likely cause Pool Cleaners Express to lose potential customers. Accordingly, should you violate this clause, you consent in advance to the entry of a court order enjoining you from any further disparagement, requiring you to take down any negative statements, reviews, comments, or feedback from where it was posted or placed, and pay liquidated damages in the amount of five thousand dollars (\$5,000). You agree that this amount is reasonable, considering the anticipated or actual harm caused by a breach of this clause and that the liquidated damages are not a penalty.

Pool Cleaners Express and you both knowingly, voluntarily, irrevocably, and intentionally waive the right to a jury trial with respect to any litigation arising out of or pertaining to this contract, or any course of conduct, course of dealings, statements (whether verbal or written), or actions of any person or party related to this contract; this irrevocable waiver of the right to a jury trial being a material inducement for the parties to enter into this contract.

In no event, whether based on contract, warranty, tort, federal, or state statute or otherwise arising from or relating to the work and services provided under this contract, shall Pool Cleaners Express be liable for special, consequential, or indirect damages, including loss of use or loss of profits. You agree to allocate certain risks so that, to the fullest extent permitted by law, Pool Cleaners Express's total aggregate liability is limited to one year's worth of service charges under your contract with Pool Cleaners Express (example: \$80 per month times 12 months = \$960 total) for any and all injuries, damages, claims, or expenses, including attorneys' fees arising out of or relating to this contract, regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

This contract shall be governed by the laws of the State of Florida. The venue of any proceeding arising out of this contract shall be Lee County, Florida. Should Pool Cleaners Express take action to collect a sum owed under this contract, Pool Cleaners Express shall be entitled to recover all attorney's fees, costs, and expenses incurred. This entitlement includes attorney fees and costs and expenses incurred pre-litigation, during litigation, mediation, administrative, appellate, or bankruptcy proceedings.

Each provision of this contract shall be construed as if both parties mutually drafted this contract. If a provision of this contract is held by a court or an arbitrator to be invalid or unenforceable, then that provision will be deemed separable from the remaining provisions of the contract, reformed or enforced to the extent that it is valid and enforceable and will not affect the validity or interpretation of the other provisions of the contract. This agreement constitutes the entire understanding between Pool Cleaners Express and you as to the terms contained herein and supersedes any previous or contemporaneous agreement, understanding, or representation, whether written or oral, between us and you. This contract cannot be modified unless done so in writing and signed by both parties. Pool Cleaners Express may, at its discretion, assign any or all of its rights under this contract and delegate any or all of its duties to perform under this contract to others.

Thank you for being a Pool Cleaners Express Customer! We look forward to serving you.