



TERMS AND CONDITIONS OF SERVICE (“TOS”)

These Terms and Conditions of Service (“TOS”) govern all “Services” provided by Simply Hauling (“SH”) to Customer. The TOS are incorporated into and made a part of all Agreements between SH and Customer. An “Agreement” between Customer and SH includes a Service proposal or quote for Service(s) from SH to Customer accepted by Customer as set forth below, a request for Service(s) by Customer, including proposed work orders, accepted by SH, and any other communications between Customer and SH in which Customer agrees to secure Service(s) from SH and SH agrees to provide such Service(s) to Customer at an agreed upon price.

1. **Customer Acceptance of TOS.** Customer agrees to fully accept the TOS without modification upon the earliest of (a) Customer signing and returning a copy of a written Agreement to SH; (b) Customer accepting a quote provided by SH, whether through SH’s webpage or otherwise; (c) Customer directing or knowingly permitting SH to start performance of any the Services described in an Agreement; or (d) Customer acknowledging acceptance of an Agreement by any other reasonable means. SH rejects and shall not be bound in any way by any additional or different terms, whether printed, proffered orally, or otherwise, in any Customer term sheet, purchase order, or any other document or communication from Customer to SH unless expressly agreed to in a separate writing signed by an authorized representative of SH.
2. **Services Provided.** All services provided by SH, including all related products and materials, are defined as “Services” herein. The following describes, in general terms, the Services provided by SH and the specific terms and conditions that apply to each.

A. Hauling and/or Bulk Debris/Refuse Removal.

The pricing of hauling and bulk debris/refuse removal is typically based on cubic yards/load size for the materials to be removed. Upon request, pricing will be provided by SH to Customer. Pricing is subject to change upon 30 days prior written notice to Customer. Dump Fees per load and applicable taxes are not included, are the responsibility of Customer, and will be billed to Customer along with the invoice for Services. Customer shall guarantee SH the free right-of-access to each site where such Services are to be performed. Customer shall also provide prior notice to SH of any known or suspected hazards and/or hazardous materials or conditions at a site and/or in relation to the requested Services and shall indemnify and hold SH harmless from all costs, liabilities, and expenses (including attorneys’ fees) related to any hazards and/or hazardous materials or conditions, except to the extent introduced to the site by SH.

3. **Timing of Service(s).** SH cannot guarantee a start or end date for any Service. All start and end dates provided by SH are estimates and are not guaranteed. A date and time will be scheduled, and weather and/or workload permitting, SH will use commercially reasonable effort to begin as scheduled. Customer will be notified of the scheduled date and time and any changes in the schedule that may occur. If a deposit is required for the



Service provided, SH will not begin the Service until the deposit is received from Customer.

4. **Service Disputes.** Customer agrees that any dispute regarding Service(s) will be communicated in writing by Customer as quickly and clearly as possible to expedite resolution, and no later than thirty (30) days from the date of the occurrence. SH agrees that it will take appropriate and prompt action to resolve any valid dispute that it receives. Unless prohibited by applicable law, any dispute regarding Service(s) not made by Customer within 30 days of the occurrence is waived.
5. **Term of Agreements / Automatic Renewals.** The “Effective Date” any Agreement is the date any of the Services identified in an Agreement are first provided by SH to Customer. The “Initial Term” of any Agreement is from the Effective Date to the end of the calendar year (December 31st). Each Agreement shall then automatically renew for successive one-year terms (each a “Term”) unless terminated sooner by one of the parties. Either party may terminate an Agreement by providing at least 30 days advance written notice to the other party prior to the expiration of the Initial Term or any successive Term, as applicable. The TOS will continue to apply to any Services provided prior to the effective date of such termination.
6. **Modification of TOS.** SH reserves the right to change, amend, or otherwise alter these TOS at any time. Customer will be deemed to have been notified of such modifications upon publication of the modifications on SH’s webpage (www.GetSimplyHauling.com) or when such modifications are first provided in writing to Customer, whichever is earlier. New Customers shall be bound by the TOS existing as of the Effective Date of their Agreement, and modifications to the TOS, if any, shall become effective for existing Customers upon the start of the next renewal Term so long as such modifications are published on SH’s webpage or provided to Customer at least 45 days prior to the start of the renewal Term. As such, existing Customers have the duty to review the TOS on SH’s webpage or seek a copy of the current TOS prior to a renewal Term, and Customer’s failure to terminate the Agreement as provided herein will constitute Customer’s acceptance of the modified TOS.
7. **Pricing.** Pricing for Services, or each Service or portion of it, will be set forth in the Agreement between Customer and SH. Pricing provided by SH to a Customer can be revoked by SH if not accepted by Customer within thirty (30) days. All quoted prices are in U.S. Dollars and are subject to correction for clerical errors. SH reserves the right to change the Pricing terms by providing at least 45 days advance written notice to Customer prior to the expiration of the Initial Term or any successive Term. SH may update pricing by updating its general pricing terms on the SH webpage (www.GetSimplyHauling.com) or through a written communication directly to Customer, including but not limited to an email to Customer at the email address provided by Customer. Pricing provided by a written communications directly to Customers shall control over general pricing terms set forth on the SH webpage. As such, existing Customers have the duty to review the pricing terms on SH’s webpage and



review written communications from SH to Customer, including through email, prior to a renewal Term, and Customer's failure to terminate the Agreement as provided herein will constitute Customer's acceptance of the updated pricing terms.

8. **Additional Fees and Costs.** In addition to the Pricing terms, Customer agrees to promptly pay or reimburse SH for the following upon notice to Customer:

Chargebacks. All cost(s) and/or fee(s) affiliated with, or resulting from, chargeback(s). A chargeback is a dispute on a credit card, debit card, or bank account, usually initiated by the card holder, which may end up in a reversal of funds.

Non-Sufficient Funds. All cost(s) and/or fee(s) affiliated with, or resulting from, non-sufficient funds. The term non-sufficient funds, also known as insufficient funds, refers to the status of an account, usually a checking account, which does not have enough money to cover a transaction.

Fuel Surcharge. If the cost of gas goes over \$3.00 per gallon, all Service(s) that SH provides may be subject to a Fuel Surcharge of up to six percent (6%) of the Service cost.

Taxes. Customer shall be responsible for and shall pay all required sales, consumer, use, value added, and similar taxes for all Services provided by SH, which amounts will be billed to Customer by SH along with Services.

Discount Chargebacks: Any discount provided by SH to Customer in relation to a Service Dispute or Billing Dispute shall be automatically revoked and re-charged in full to Customer if Customer does not timely pay the invoice containing such discount.

9. **Payment Terms.** Full payment for an invoice for Service(s) is due 30 days from delivery to of the invoice to Customer. Accounts that become past due will accrue interest at a rate of 2.5% per month (or such lower percentage if required by applicable law). SH, in its sole discretion, may suspend Services for any account that has an unpaid balance that is more than 14 days past due until Customer becomes current on the account. SH shall not be liable for delays created by the suspension of Services due to Customer's nonpayment or late payment.

10. **Billing Disputes.** Customer agrees that any dispute regarding billing will be communicated in writing by Customer as quickly and clearly as possible to expedite resolution, and no later than thirty (30) days from the date of the occurrence. SH agrees that it will take appropriate and prompt action to resolve any valid dispute that it receives. Unless prohibited by applicable law, any dispute regarding billing not made by Customer within 30 days of the occurrence is waived.

11. **Limited Warranty.** SH represents and warrants to Customer that SH shall perform the Services using personnel of appropriate skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry



standards for similar services and shall devote adequate resources to meet its obligations under these TOS and the Agreement. EXCEPT FOR THIS LIMITED WARRANTY, SH MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS AND DISCLAIMS ANY AND ALL OTHER WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF CUSTOMER ADVISES SH OF SUCH, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE, OR OTHERWISE.

- 12. Verification / Publication.** Customer consents that SH may take pictures or video related to the Services, both before, during, and/or after, for purposes of verifying the Services provided. The pictures and video will include images of Customer's property and possibly individuals on the premises. Customer authorizes SH to take such pictures and videos, and further authorizes and permits SH to publish said photographs and videos on SH's website or in advertising materials for marketing or advertisement purposes.
- 13. Force Majeure.** SH will be excused from performance to the extent it is prevented from or delayed in performing any obligations, in whole or in part, as a result of matters outside of SH reasonable control, including but not limited to catastrophic weather conditions, public health orders, material or labor disruptions, quarantines/pandemics (including COVID-19), or any other cause, event, or circumstance beyond SH's reasonable control.
- 14. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT: (1) IN NO EVENT WILL SH BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF SH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (2) SH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID TO SH BY CUSTOMER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.
- 15. Attorney Fees and Costs (Not applicable to "Consumers" or "Consumer Transactions" as defined in Ohio Revised Code § 1345.01).** Customer shall be responsible for the payment to SH of all reasonable attorney's fees and costs incurred by SH to enforce the terms of an Agreement and/or these TOS, including but not limited to any collection efforts related to the enforcement of SH's right to payment.
- 16. Indemnification.** To the fullest extent permitted by law, Customer shall indemnify and hold harmless SH from and against any and all losses, damages, costs, fees, and expenses (including reasonable attorney's fees) paid or incurred by SH arising from third-party claims and related to any failure of Customer to comply with these TOS, including without limitation the Payment Terms.



17. Electronic Signatures / Counterparts. To the extent not otherwise accepted by Customer by the means as set forth above, an Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. Executed counterparts provided by facsimile, .pdf, electronic signature, or other electronic means shall be treated as originals for all purposes. Electronic consent to an Agreement and/or Electronic Signature to an Agreement shall be legally enforceable.

18. Legal Disclaimers. All rights and remedies of SH under the Agreement and TOS are in addition to its rights at law and in equity. Any delegation or assignment by Customer of any of its responsibilities or rights under the Agreement without SH's prior written consent shall be void. The validity, performance, and interpretation of the Agreement and these TOS shall be governed by the law of the State of Ohio without reference to principles of conflicts of laws, and the parties agree that the venue for any dispute related to an Agreement shall be in the State or Federal Courts in which some or all of the related Services are performed. The invalidity or illegality of any provision of the Agreement or these TOS shall not render invalid or illegal any other provision. SH's failure at any time to require strict performance by Customer of any provision of the Agreement or these TOS shall not serve as a waiver or diminish SH's right to demand strict compliance with such provision at another time or with regard to other terms or conditions.

19. Entire Agreement. The Agreement, including these TOS, contains the entire agreement of the parties related to the subject matter of the Agreement, and there are no promises, terms, conditions, rights, or obligations other than those set forth therein and herein. No modification to the Agreement shall be effective without written approval of an authorized representative of each of the parties (although the TOS may be modified by SH as set forth herein). Additional service(s) not included in the Agreement must be approved in writing by an authorized representative of each of the parties.

Date of TOS: 10/12/2022