

SUDSIES, INC.
**Terms and Conditions for Credit Card Payments, Services,
Electronic Communications, Privacy and Refund Policies**

1. General

SEE IMPORTANT DEFINITIONS IN SECTION 2 BELOW.

- a. These terms and conditions apply to all credit card payments made (whether online, by telephone, in a boutique, or in any other manner) to Sudsies Inc.
- b. These terms and conditions also apply to Electronic Communications (whether or not in connection with a credit card payment).
- c. In addition to these terms and conditions, the Sudsies, Inc. Privacy Policies apply to your use of any Sudsies, Inc. website. Current copy of this privacy policy may be found at: <http://www.sudsies.com>
- d. By making a credit card payment to Sudsies, Inc., by requesting Electronic Communication(s), and or by requesting services from Sudsies Inc., you accept these terms and conditions.
- e. Sudsies, Inc. may amend these terms and conditions at any time by posting the amendment on its website at least 30 days prior to the effective date of change.

I specifically acknowledge the Refund Policy terms (below) and accept the terms and conditions regarding recurring payment by my credit card by clicking the following button: "I accept".

2. Definitions

As used in these terms and conditions:

- a. "Sudsies, Inc.," "we," or "us " refers collectively to Sudsies, Inc. and all of its divisions and or DBA's such as Sudsies.com®, and Sudsies Dry Cleaners®.
- b. "You" means you, the customer.
- c. "Service" means any service provided by Sudsies, Inc., such as Dry Cleaning, Laundering, Wash Dry and Fold, Tailoring, Leather Cleaning, Area Rug Cleaning and Household Items Cleaning services.
- d. "Electronic Communications " means any electronic billing and payment communications sent by Sudsies, Inc. to you or by you to Sudsies, Inc., such as online access to statements and emails relating to billing or payment, disclosures, notices and other communications regarding your Service (including, without limitation, your billing statements notice of the posting of your electronic billing statements, privacy notices, change-in terms, notifications, and any periodic email communications).
- e. "Credit cards" includes both credit cards and debit cards.
- f. "Automatic payments" refers to having your credit card number stored on file in our secured computer system for charging your card for every order and or service provide to you in your account.

3. Authorization

By entering your credit card information online or providing your credit card information to us by phone or in person:

- a. You are representing and warranting to us that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, etc.) is accurate.
- b. You authorize Sudsies, Inc. and or its affiliates to charge the amount you have requested or have been invoiced or any amount due to Sudsies, Inc. or its affiliates as an open or pending balance in your account, from time to time, to your credit card, as a recurring transaction. The authorizations set forth in these terms and conditions will remain in effect until you notify Sudsies, Inc. in writing that this authorization is revoked.
- c. If you set up automatic payments and store your credit card on our files, then you authorize Sudsies, Inc. to charge the credit card from time to time the amount due for the invoice owed to Sudsies, Inc.
- d. You also authorize Sudsies, Inc. to return to your credit card any funds due to you by Sudsies, Inc. resulting from use of this service.
- e. You may contact us at the following address with any questions: info@sudsies.com.

4. Charges

- a. For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any.
- b. If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service charge and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions.

5. Dishonored method of payment and Requests for Payments

- a. If your credit card issuer or network does not honor an online payment transaction, or an over the phone transaction, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you.
- b. If your credit card issuer or network does not honor an online payment transaction, we may suspend any or all pending delivery service until a proper method of payment is used to close all open and pending balances.
- c. If you submit a charge-back claim with your financial institution for a payment done online or over the phone either a one-time payment or an automatic payment charged to the credit card on file you provided to us, you may be subject and made fully responsible for payment restitution to Sudsies, Inc. for the initial amount of the chargeback as well as any and all fees incurred by Sudsies, Inc. in result to the charge-back claim.
- d. If your credit card on file does not process at the time of payment, and you decide to submit a check as a method of payment and the check is rejected for any reason by our financial institution; you may, and will be subject and made fully responsible for payment restitution to Sudsies, Inc. for the initial amount of the transaction as well as any and all fees incurred by Sudsies, Inc. in result to the rejection of the check you submitted as form of payment.

6. Confirmation of Payment

- a. By clicking "Submit," you are consenting to receive a one-time confirmation of this payment electronically to the email address you have provided to us.
- b. If you set up automatic payments, then you are consenting for us to charge your credit card automatically for the order of clothes you have sent for us to clean and finish. You further consent to receive a one time invoice attached to each order detailing the garment description and price reflecting the amount charged per invoice. By leaving a credit card on file you are setting up automatic recurring payments, which means you will be charged every time you send in an order to Sudsies Dry Cleaners and or utilize any of our services.
- c. All transactions are final. Please see our Refund Policy.

7. About credit card security

- a. Your credit card number is sent in encrypted form to our credit card processor. This means humans cannot read it. It also means that if someone is intercepting your internet traffic the card number is scrambled. No one is supposed to be able read it except our credit card processing company.
- b. We use secure servers (SSL) and extra strong encryption called Tokenization under strict regulations of PCI compliance. On our site when you see the URL change from "http://" to "https://" " all data transmission is encrypted so that other people snooping around the net cannot read the data. Thus using your credit card on our site is as secure as any other commercial transaction on the internet.

8. REFUND POLICY

All transactions are final. Transactions made online, over the phone, or in person at any of our boutiques with any form of payment are final. Any and all refunds will be provided as a Dry Cleaning or "In-store" Credit to the client's Dry Cleaning Account. Any claim should be made to Sudsies Management via email at info@sudsies.com within five (5) business days upon receipt of services.

9. Florida Taxes on Laundering, Dry Cleaning, and Alterations Gross Receipts Tax

a. What is Taxable

A 2% tax is imposed on the gross receipts received by dry-cleaning and dry drop-off facilities on charges for:

- Laundering clothing and other fabrics
- Dry cleaning clothing and other fabrics

A 2% gross receipts tax is included for all dry cleaning orders. The Florida Dry cleaners Coalition requested the imposition of this tax.

A 7% sales receipt tax is included in all alteration and tailoring orders.

b. What Is Exempt

- Coin-operated laundry machines, unless operated at a dry-cleaning establishment
- Laundry done on a wash, dry, and fold basis
- Uniform rental companies

Linen supply service companies

***See references and sources**

10. OUR SERVICES

Please see 'Our Services' page in which you may also request a base price list on each and all of our services. This can be done by entering your email address on the white box provided after clicking the link on the desired service. All of our price lists are basic prices and upcharges may apply. Prices are based upon material, material type, construction of garment or item including trim and or decoration, and the time that it would take for us to process the item. All prices are subject to change without prior notice.

a. Payment for Services

Stain removal is not guaranteed, as some stains in combination with some fabrics may be unserviceable and unable to be removed without possible damage to the color, texture or fabric. You are responsible for payment to process the garment. Stain removal, whether the stain(s) is removed or not, does not constitute a reason for nonpayment. Payment must be made in full for processing of garment regardless of stain removal outcome.

b. Service Disclaimer

We exercise the utmost care in processing articles entrusted to us, and use such processes, which, in our opinion, are best suited to the nature and condition of each individual article. Nevertheless, we cannot assume responsibility for inherent weaknesses of, or defects in materials that are not readily apparent prior to processing. This applies particularly, but not exclusively, to suedes, leathers silks, satins, double-faced fabrics, vinyls, polyurethanes, etc. Responsibility is also disclaimed for trimmings, buckles, beads, buttons, belts, sequins and any type of ornamentation.

In laundering we cannot guarantee against color loss and shrinkage; or against damage to weak and tender fabrics. Differences in count must be reported, within 48 hours. Unless a list accompanied the bundle our count must be accepted. The company liability with respect to any lost article shall not exceed 10 times our charge for processing it. Any claim should be made to Sudsies Management via email at info@sudsies.com within five (5) business days upon receipt of services.

c. Item(s) Processing Consent

By sending or presenting your garment(s) or item(s) to Sudsies Dry Cleaners you agree and understand that there is the possibility of unpredictable reactions that may adversely affect the fabric and/or trim and construction of the item(s) presented to Sudsies Dry Cleaners.

By leaving or sending your items to Sudsies Dry Cleaners you give Sudsies Dry Cleaners the permission to use whatever it deems necessary to clean your garment and you will not hold Sudsies Dry Cleaners responsible should there be any problems or damage that occurs as a result of processing caused by unpredictable reactions.

You also agree that no verbal statement made by any Sudsies Dry Cleaners employee can be construed as a warranty superseding any statement in this agreement.

d. Leather Item(s) Processing Consent

Suede and leather garments being made of animal skins, sometimes have inherent defects that may not be apparent before cleaning. In addition to the effects of normal wear, there are other

conditions you should be aware of. Some skins may have weak or thin areas that can chafe during processing. Prior exposure to heat and moisture can make skins tender, stiff or brittle. Fading may not be totally corrected by dyeing. Some stains may not be removable. Color uniformity cannot be assured if skins were not originally matched evenly.

You also agree that you have read the foregoing and you release Sudsies Dry Cleaners and its affiliates from responsibility for any of the above conditions.

e. Alteration(s) and or Tailoring Processing Consent

When sending or presenting to Sudsies Dry Cleaners items for alterations or tailoring already marked by you:

You are well aware that you presented/sent your special garment(s) to be altered or tailored, but instead of being professionally fitted by one of our amazingly skilled tailors or seamstresses, you handed Sudsies Dry Cleaners your garment(s) already pinned, cuffed or marked exactly how you would like them altered.

Therefore, you hereby give Sudsies Dry Cleaners your permission to alter your garment(s) as you've indicated. Therefore, you will not hold Sudsies Dry Cleaners and its affiliates responsible for any problems that may occur as a result of these alterations and promise to take full responsibility for any additional costs that may be necessary should your garment(s) need to be re-altered.

You also understand that no verbal statement made by any Sudsies Dry Cleaners employee can be construed as a warranty superseding any statement in this agreement.

11. Items Left Unclaimed

Florida Statutes Chapter 715.03 Laundries and drycleaners; disposition of unclaimed articles:

If any person shall fail to claim any garment, clothing, household article, or other articles delivered for laundering, cleaning, or pressing to any laundry or dry-cleaning establishment for a period of 6 months after the delivery of such article for laundering, cleaning, or processing, the laundry or dry-cleaning establishment to whom the garment, clothing, or household article is delivered shall have the right to dispose of such garment, clothing, or household article by whatsoever means it may choose without incurring liability or responsibility to the owner provided, however, that before such laundry or dry-cleaning establishment may claim the benefits of this section it shall at the time of the receiving of such garment, clothing, or household articles, give to the individual delivering such article notice in writing that the articles so delivered may be disposed of by such laundry or dry-cleaning establishment unless such articles are reclaimed within 6 months from date of delivery to such laundry or dry-cleaning establishments. Provided, further, that if any garment, clothing, household article, or other articles referred to above is left at a laundry or dry-cleaning establishment for storage, and insurance is charged for thereon, then, in that event, the said 6 months as set forth above in this section shall not start to run until the period for which the article so insured has expired and when the time for which the insurance on said garment, clothing, or household article shall have expired then the laundry or dry-cleaning establishment may dispose of the property as though no insurance had been placed on said property in the same way as is provided hereinabove in this section.

12. Technical Requirements for Electronic Communications

- a. In order to make credit card payments online or receive Electronic Communications, you must have access to a personal computer with a 128 bit JavaScript enabled browser, internet access and a valid email account supported by software that enables you to receive Electronic Communications. In order to store Electronic Communications on paper, you will need a printer connected to your computer. You also may store them in your offline files or in an electronic storage device. Sudsies Inc. is not required to provide paper copies of any Electronic Communication you have previously authorized.
- b. You agree to provide us, and keep current, a valid email address.
- c. By authorizing a credit card payment online, or by requesting Electronic Communications, you confirm that your system meets these requirements, that you have the capability to access and download or print electronic disclosures, and that your email address is current and valid.

13. "Electronic Only" Communications

If you have authorized "Electronic Only" communications, then the following additional terms apply:

- a. You understand and agree that Sudsies, Inc. may provide you with all Electronic Communications exclusively online.
- b. At your request, we will provide you with copies of statements and account information electronically via email or in printed form as requested.
- c. You may elect to withdraw your consent to receive Electronic Communications (other than confirmation of online credit card payments) at any time by communicating with Sudsies, Inc. via email at info@sudsies.com that you wish to be removed from our email communications.
- d. If you give or withdraw consent by writing to us or calling us, there may be a delay in implementing your request.
- e. You may also contact us if you need to update any information relating to a change in your email address.

14. Governing Law

These terms and conditions will be governed and construed in accordance with the laws of the State of Florida (without giving effect to any choice of law principles or rules). The courts located in Dade County, Florida will have the exclusive jurisdiction for any dispute or legal action brought in connection with these terms and conditions or any services performed by us.

OUR PRIVACY POLICY

We value your personal privacy. We have been doing business since 1996, and we have never sold our Email lists, nor any other client information. This means that information about you such as phone numbers, Email address, postal address, date of birth, and credit card information will be kept totally confidential to the best of our ability.

We are here to provide the best service a business can offer, and would never knowingly betray your trust, which you as our guests have given us. We take industry-standard precautions to protect your data, but it is impossible to guarantee the security of data transmission over the Internet or any wireless network, and so you agree that you use our site and transmit sensitive data to us at your own risk.

Sudsies, Inc. does not sell any information with anyone or any entity what-so-ever. We will transmit information of yours only as necessary to process your order or provide the services to you (for example, we need to send your payment information to our credit card processor, and if you order an item by mail, we would need to provide your address to the shipping agent). All service providers to whom we transmit your information will also be obligated to keep your data confidential.

Reference and Sources

Reference Material

Tax Laws – Florida online Revenue Law Library contains statutes, rules, legislative changes, opinions, court cases, and publications. Search the library for:

Rule 12A-1.042, Florida Administrative Code (F.A.C.) - Dry Cleaners and Laundries

Rule 12A-1.076, F.A.C. - Sales of Articles of Clothing, Clothing Accessories, and Jewelry

Rule Chapter 12B-11, F.A.C. - Tax on Gross Receipts on Dry Cleaning

Rule Chapter 12B-12, F.A.C. - Tax on Perchloroethylene

Brochures – Download these brochures from our “Forms and Publications” page:

Florida’s Sales and Use Tax (GT-800013)

Florida’s Discretionary Sales Surtax (GT-800019)

Florida’s Pollutants Tax (GT-800032)

Sales and Use Tax on Vending Machines (GT-800041)

Solid Waste Fees, Motor Vehicle Fees, and Gross Receipts Tax on Dry Cleaning (GT-800037)

Title XXVIII NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE: Chapter 376 POLLUTANT DISCHARGE PREVENTION AND REMOVAL SECTION 70 Tax on gross receipts of dry-cleaning facilities.