

We are Premium Clean, Inc. (“Multiwork Enterprises Limited”) , Address Basement :- “2/2 Kingsland Terrace” Auckland, and we’re thrilled you’ve decided to use our services, including, but not limited to, our technologies or functions offered on our website and all related sites, applications, customer service team, cleaners, and third-party vendors, all of which we refer to simply as the “Services.”

These Terms of Service (which we call the “Terms”) are just so you’ll know the rules that govern our relationship with you. Although we’ve done our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There’s a good reason for that: these Terms form a legally binding contract between you and Premium Cleaning Services, so please read them carefully.

1. Authority

By using the Services, you state that:

you can form a binding contract with Premium Cleaning Services;

you will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations; and

you understand that Premium clean is protected by relevant trademark and copyright laws. If you are using the Services on behalf of a business or some other entity, you also state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

2. Services

A. Our Services Generally

Premium Clean agrees to provide you with the Services and you agree to pay the quoted price for the Services, unless otherwise agreed to in writing.

B. Cleaning Supplies and Equipment

We use and provide environmentally friendly supplies and nearly all equipment required for cleaning your apartment, with a few exceptions. Unless specifically stated in writing by premium clean we do not provide: vacuum;

conventional mop and bucket;

step stool; toilet brush; or specialty products,

including, but not limited to:

heavy-duty bathroom cleaner;

wood cleaner; bleach; or

stainless-steel cleaner.

But we are happy to use these items if provided by you and left out in clear view for our cleaning staff and accompanied by directions on their use. Our cleaner will bring their own tools and equipment to carry the work.

In addition, Premium Clean requires that you have running water, carpark & electricity in order to properly perform our Services.

C. Great Clean Guarantee

“We get it right or we make it right.” This Section 2(C) explains what we mean by that.

If you're not satisfied with your original clean ("Original Clean"), you can request ("Reclean Request") a free reclean ("Free Reclean") either by email (support@premiumclean.co.nz) or by phone (0800 786 780) as long as the Original Clean was completed within the past 48 hours of the Reclean Request and the Free Reclean is scheduled and completed within 72 hours of the Reclean Request.

In addition, the following types of appointments or items are not eligible for our Great Clean Guarantee:

items not on the Checklist;

free clean appointments; other

Free Recleans;

places not in standard condition (e.g. biohazards, hoarding, etc.);

post-construction/post-renovation cleans; and move-out cleans.

There is no limit on how many Free Recleans you can receive over the course of your relationship with Premium Cleaning Services. With that said, we reserve the right to require additional time and payment for future cleans and/or void our Great Clean Guarantee for future cleans if Free Recleans are requested excessively.

Please note that if you receive a Free Reclean, any extra Services you add to that Free Reclean that were not part of the Services included within your Original Clean are not part of our Great Clean Guarantee and you will be charged for them.

D. Safety

We strive to foster a safe environment for everyone. Our cleaning staff are employed, background checked, insured & bonded, and professionally trained. We reserve the right to remove our employees from your home should the environment be/become unsafe. That's where you come in. By using the Services, you agree to assist in fostering a safe environment by: identifying fragile items and communicating this to our cleaner or our customer service team prior to the start of your cleaning appointment; accounting for and securing all valuables prior to the start of your cleaning appointment; notifying us of pets and, if necessary, placing them in designated enclosures that would not threaten our staff or impede our Services;

removing any biohazards, including, but not limited to, human bodily fluids, animal waste, rodent feces, live/dead insects, and sharp bio-products (needles, IV tubing, etc.); not requiring or requesting the lifting or moving of furniture or heavy items; and ensuring construction or renovation work (including touch-ups) has been completed, all contractors have left, and all equipment has been removed – prior to our arrival.

If you don't comply with this Section 2(D), our Great Clean Guarantee will be voided, we may direct our staff to leave your location (at the discretion of management), and our Cancellation Policy (which is explained below) will apply. Due to H&S we don't encourage our pros to lift any heavy furniture, lift any heavy sofas, climb stairs etc.

E. Cancellation Policy

We assess a \$30 cancellation fee to appointments not cancelled by 3PM EST the day before the appointment, unless that clean is a specialty clean. For specialty cleans (including but not limited to post-construction/post-renovation cleans), a cancellation fee amounting to 50%

of the price quoted for that specialty clean will be applied to appointments not cancelled by 3PM EST the day before the appointment.

To be clear, if you have a recurring service, you'll still need to cancel an appointment before 3PM EST the day before any appointment to avoid a cancellation fee, but you may cancel any later future appointments with no additional fee.

Finally, please note that if our Services are provided under a separate written agreement with you, if any part of that agreement conflicts with these Terms, including a separate cancellation policy, that cancellation policy (and not this Section 2(E)) will apply to you.

F. Damages

Our cleaning staff will conduct themselves professionally in your home. In the rare event accidental damage occurs, you'll need to notify our office within 48 hours of when the appointment is completed either by email (support@premiumclean.co.nz) or by phone (0800-786-780) provide us with a photo and estimate of the damages and be available to be contacted. We cannot guarantee reimbursement for damages that do not comply with this paragraph. Further, for potential caulking and grout damages, Premium Clean does not assume responsibility for the restoration of severely worn, stained or mildewed caulking and grout.

Except in emergencies (e.g., a leaking toilet), you must not undertake the repair or replacement of the damage for which you may seek reimbursement.

Premium Clean reserves the right to contract suitable professionals to repair damages and will make payment arrangements directly with its contractors to settle any damage repair.

G. Pricing and Discounts

Premium Clean may change the pricing and discounts of its Services ("Pricing or Discount Change") in its sole discretion and at any time. Any Pricing or Discount Change will become effective immediately, unless stated otherwise.

Most of the time, Services booked before the time of the Pricing or Discount Change ("Existing Services") will retain the original pricing if no modifications are made to the Existing Services. Any modifications to the Existing Services will void the original pricing of the Existing Services and the price of the Existing Services will be subjected to the Pricing or Discount Change.

In the case that Existing Services are not modified but are nonetheless subject to a Pricing or Discount Change, Premium Clean will send an email advising the client of the Pricing or Discount Change. Failure to receive or save an email announcing the Pricing or Discount Change will not invalidate that Pricing or Discount Change.

Just so you know, accurate and up-to-date pricing will always be stated on your dashboard. Your continued use of the Services after the Pricing or Discount Change comes into effect constitutes your agreement to pay the price modified by the Pricing or Discount Change. Our prices are transparent and available for you to view before booking your services. Company has right to review the price to extremely dirty properties.

There will be an additional surcharge applies to the public holiday cleans

(<https://publicholiday.co.nz/nz-public-holidays-2020.html>) .

G.1 Payment Process: - You agree that at the time of Booking, your payment details will be transferred to Premium Cleaning's secure payment gateway.

Premium Clean may check the availability of funds on your nominated payment method to ensure enough funds are available.

Upon the successful completion of your Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that enough funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed onto you.

On receipt of the Payment Amount, Premium clean will hold the Payment Amount on behalf of the Business until such time as they are remitted to the Business, refunded to you (if you are entitled to a refund) or transferred to Premium Clean in payment of our fees and charges.

Premium Clean will issue you with an invoice receipt. Your payments to Premium Clean are processed via an overseas gateway (Stripe) and from time to time, financial institutions or payment providers may charge an additional fee for transacting with Premium Clean. If this occurs, the Premium Clean customer care team, will at your request, arrange a refund for this fee.

G.2 Security of the Payment We have taken all practical steps from both a technical and systems perspective to ensure that all your information is well protected. A secure payment gateway is used to process all transactions and credit card details. Premium Clean does not give any warranty or make any representation regarding the strength or effectiveness of the secure payment gateway and is not responsible for events arising from unauthorised access to your information.

H. Refer-a-Friend

Premium Clean customers with active accounts are eligible to earn up to \$250 per year in account credits through the "Refer-A-Friend" program by referring new customers to Premium Clean. If you expect to accumulate credits more than \$250, please contact us at support@premiumclean.co.nz to arrange a special accommodation.

In addition, to qualify for this program, the referred customer ("Friend") must provide the referral code of the referring customer ("Referring Customer") at the time that the Friend books the appointment that they want to use the referral code on. Further, the Friend must: be a new customer; not be the roommate, spouse, or co-habitant of any existing Premium Clean customer and cannot be part of the same home or household of any existing Premium Clean customer; not book a clean in the same location as the Referring Customer's location; not use the same billing information as the Referring Customer; not have the same phone number as the Referring Customer; and not create multiple email addresses, Premium Clean accounts, or any other aliases to take advantage of the Referring Customer's referral code. Further, the Referring Customer must not post their code to a coupon site (e.g., retailmenot or anything similar). If Premium Clean discovers a code on such a site, we may immediately terminate your Refer-a-Friend Program privileges and void any and all previously accrued credits.

Credits are credited to the Referring Customer account only after the Friend has booked their appointment using the Referring Customer's referral code and the Friend has paid for such appointment. Once received, credits may only be applied towards future appointments and cannot be retroactively applied to previous or existing appointments. Credits are not transferrable and are not redeemable for cash.

Credits and discounts will be removed if any of the conditions above are violated. Continued non-compliance with the Refer-a-Friend program will result in the permanent ban of the Services.

The value of any discount obtained through the Refer-a-Friend program and its credits are subject to change without prior notice.

E) Dispute and Resolution Practices

Premium Clean will use reasonable endeavours to mediate any dispute concerning the use of the Website.

Disputes in relation to the Services carried out by a Professional or any other issue will be referred, where appropriate, to external dispute resolution services or authorities.

Any issues with the service must be reported to Premium Clean within 24 hours. You must provide us with photos of an unsatisfactory services within 24 hours of completion.

Company needs 5 to 7 working business days to provide the resolution of the dispute. This will be informed of either partial refund or Reclean of the services. All the communications via email support@premiumclean.co.nz

2) Solicitation of Our Cleaners and Employment Practices

We invest heavily in training and background screening to find quality employees for our Services. Hiring our cleaners (current or those employed by Premium Clean within the previous 24 months) and/or offering/receiving side propositions while you're using the Services for up to 18 months after your last appointment with Premium Clean makes you liable for a \$1500 employment referral fee. By using our Services, you agree to notify us of any attempts to solicit or accept illegal services. If you breach this Section 3, attorney, legal, and miscellaneous expenses incurred to investigate and/or collect this fee will be added to your employment case when discovered. Please note that exchanging contact information is considered part a breach of this Section 3.

Direct, unreported or inappropriate employment practices, unless they comply with law, are illegal. Premium Clean is obligated to report illegal hiring activities. Implication, complicity or withholding knowledge of illegal activity is not only prosecutable by Premium Clean. but also, generally under NZ law.

3) Your Account

In addition to exercising common sense, you agree to:

not create more than one account for yourself; not create another account if we have already disabled your account, unless you have our written permission to do so; and not share your password.

Credits and discounts are not transferrable between accounts and are not redeemable for cash.

The account(s) will be deactivated, and all associated credits and discounts will be removed if any of the conditions above are violated. Continued non-compliance will result in the permanent ban of the Services. If you think that someone has gained access to your account, please immediately reach out to us at support@premiumclean.co.nz.

4) Electronic Services and Licenses

Premium Clean grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use our desktop and mobile website, Facebook page, mobile application, and other related electronic services (“Electronic Services”).

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device’s settings.

You may not copy, modify, distribute, sell, or lease any part of our Electronic Services, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions, or you have our written permission to do so. You may not use our branding, logos, designs, photographs, videos, or any other materials appearing or used in our Electronic Services, without our written consent.

In short: You may not use the Electronic Services or the content on the Electronic Services in ways that are not authorized by these Terms. Nor may you help anyone else in doing so.

5) Rights You Grant Us

Our Electronic Services may let you post, send, receive, upload, store content, or provide feedback or suggestions (“Content and Feedback”). When you do that, you retain whatever ownership rights in that Content and Feedback you had to begin with, but just know that you’re giving us a license to use that Content and Feedback too, without compensating you.

6) Privacy and Security

Your privacy matters to us. You can learn how we handle your information when you use our Services by reading our Privacy Policy. We encourage you to give the Privacy Policy a careful look because, by using our Services, you agree that Premium Clean can collect, use, and share your information in a manner consistent with that policy.

If you feel that we’re not following our Privacy Policy, you may contact us either by email (support@premiumclean.co.nz or by **Call 0800 780 780**)

7) Data Charges and Mobile Phones

You are responsible for any mobile charges that you incur for using our Services (including our Electronic Services) including text-messaging and data charges. If you’re unsure what those charges may be, you should ask your service provider before using our Services (including our Electronic Services).

If you change or deactivate the phone number or email address that you used to create an account, you must update your account information through your dashboard within 24 hours to prevent us from sending to someone else messages intended for you.

8) Third-Party Entities

We have not reviewed all content that may link or refer to our Services and are not responsible for the content generated by third party entities. The inclusion of any reference to Premium Clean by third party entities does not imply endorsement by us. Use of any such content is at your own risk.

If you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. Premium Clean is not responsible or liable for a third party's terms or actions taken under the third party's terms.

9) Indemnity

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Premium Clean, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to your access to or use of the Services and your breach of these Terms.

10) Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN ADDITION, WHILE PREMIUM CLEAN ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY PRICING, TERMS, CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE. Premium Clean TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY GREATER THAN REQUIRED BY APPLICABLE LAW.

11) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PREMIUM CLEAN AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) OUR PROVISION OF, FAILURE TO, OR INABILITY TO RENDER, AND YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE, THE SERVICES OR (B) THE UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF PREMIUM CLEAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12) Severability

If any provision of these Terms is found to be unenforceable, then that provision will be severed from these Terms and will not affect the validity and enforceability of any remaining provisions.

13) Additional Terms for Specific Services

We sometimes need to craft additional terms and conditions (“Additional Terms”) for your specific needs (“Specific Services”). The Additional Terms, in addition to these Terms, will also become part of your agreement with us if you use Specific Services. If any part of the Additional Terms conflicts with these Terms, the Additional Terms will prevail. Real estate professionals who are using or referring clients to Premium Clean in their professional capacity should contact Premium clean (support@premiumclean.co.nz) or by phone (0800-786-780) prior to booking for additional terms.

14) Final Terms; No Third-Party Beneficiary, No Waiver; No Assignment; Reservation of Rights

These Terms (together with any Additional Terms) make up the entire agreement between you and Premium Clean and supersede any prior agreements.

These Terms do not create or confer any third-party beneficiary rights.

If we do not enforce a provision in these Terms, it will not be considered a waiver. You may not transfer any of your rights or obligations under these Terms without our consent.

We reserve all rights not expressly granted to you.