

TERMS OF SERVICE

Last updated: November 16, 2017

1. CONTRACTUAL RELATIONSHIP

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF USE BEFORE USING THIS SITE OR ANY OF THE SERVICES AND APPLICATIONS. If you do not agree to these Terms and Conditions, please do not access or use this website or the products or services offered thereby.

Welcome to Blyz! These terms and conditions (“Agreement”) apply to Blyz Inc. (“Blyz”) website (Blyz.us) and the related mobile application and/or selected other domains, existing or future, and related content, products and services (collectively, the “Services”) As used in this Agreement, “Blyz,” “we,” “us,” or “our” shall mean Blyz Inc.

By accessing or using our Services, whether or not you register to use the Service, you agree the terms of this Agreement and to the collection, use and disclosure of your information as set forth in to our [Privacy Policy](#), which establish a contractual relationship between you and Blyz. This Agreement supersedes prior agreements or arrangements with you. You should review the Agreement before providing us with any information.

As a condition of this Agreement, you further acknowledge that we may, in our sole discretion, modify this Agreement at any time by providing notice. That notice may be given (i) by notification through our website or mobile applications or by e-mail, or (ii) by posting a revision to these Terms and Conditions and changing the last updated notice above. Your continued access or use of the Services after such notice or posting constitutes your consent to be bound by the Agreement, as amended. You affirm that you will review this Agreement periodically, so that you are aware of any and all modifications made to this Agreement.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms, if any, will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Agreement for the purposes of the applicable Services. Supplemental terms shall prevail over the terms of this Agreement in the event of a conflict with respect to the applicable Services.

2. THE SERVICES

Blyz is an on-demand laundry and dry cleaning delivery service that enable users to schedule the delivery using Blyz’s mobile applications or website which is provided as part of the Services (each of the mobile application and the website is an “Application”). After scheduling the reservation using the Application, a third party, which is an independent contractor working with Blyz (“Third Party Contractor”), will pick up and deliver the user’s laundry.

OWNERSHIP AND RESTRICTIONS ON USE OF MATERIALS

The Services, including, but not limited to, the text, content, photographs, images, video, audio, graphics, and any software (including any files or images incorporated in or generated by the software, or any data accompanying the software) available on or through the Services, or contained in the Services (“Materials”) are owned and operated by Blyz. The Services and the Materials are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and/or other proprietary rights and laws of the United States and other countries.

Except as otherwise indicated in the Services and except for the trademarks, service marks and trade names of other companies that are or may be displayed in the Services, all trademarks, service marks, trade dress and trade names are proprietary to Blyz.

By accessing and using the Services, you acknowledge and agree to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained in this Agreement.

No Materials from the Services and Applications may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of the Materials on any single computer for your non-commercial use only, provided that you keep intact all copyright and other proprietary notices. You may not use any automated device, computer program, tool, algorithm, bot or similar process to mine or systematically scrape or extract Materials from this website. Modification of the Materials or unauthorized use of the Materials for any other purpose is a violation of Blyz’s trademark, copyright, trade dress and other proprietary rights. The use of any such Materials on any other site or networked computer environment is prohibited unless approved in advance and in writing by Blyz.

In the event that you download any software from the Services, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”) is non-exclusively licensed to you by Blyz. Blyz does not transfer title to the Software to you. Blyz retains full and complete title to the Software, and all intellectual property rights therein. You shall not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

Nothing contained in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Materials or proprietary content without the express written permission of Blyz or such other party as may own the proprietary rights.

LICENSE

Subject to your compliance with the terms of the Agreement, Blyz grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related Materials that may be made available

through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Blyz and Blyz's licensors.

3. USE OF THE SERVICES

USER REQUIREMENTS AND CONDUCT/USER ACCOUNTS

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age to obtain an Account. Account registration requires you to submit to Blyz certain personal information, such as your name, address and mobile phone number, as well as at least one valid credit card. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired credit card on file, may result in your inability to access and use the Services or Blyz's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and, as such, you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Blyz in writing, you may only possess one Account.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to use the Services unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. In certain instances Blyz or a Third Party Contractor may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

TEXT MESSAGES

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Blyz at any time by sending a request to support@Blyz.us or by replying STOP to any message you receive. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

PROMOTIONAL CODES AND SPECIAL OFFERS

Blyz may, in Blyz's sole discretion, create promotional codes that may be redeemed for Account credit or other features or benefits related to a Third Party Contractors, subject to terms that Blyz may establish on a per promotional code basis ("Promo Codes").

You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Blyz, in advance in writing; (iii) may be disabled by Blyz at any time for any reason without liability to Blyz; (iv) are not valid for cash; and (v) may expire prior to your use. Blyz reserves the right to withhold or deduct credits or

other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Blyz determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or the terms of the Agreement.

MINIMUM PRICE ORDER

The minimum order price is as cited on Blyz's Services and may change from time to time.

NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Blyz does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

DAMAGED OR LOST ITEMS

It is our priority to supply the best care to your garment and we appreciate your trust.

Damaged Items

Although we do our best to prevent any damages to your garment, we cannot guarantee against color loss, bleeding or shrinkage of garments. In addition, we do not take responsibility for any deteriorated or flawed garments, which could result in small holes or tears. For any items deemed damaged, Blyz may reimburse you by paying the lesser of the charge for cleaning the item, for which the damage occurred regardless of brand, price or condition of the garment. To the fullest extent permitted by law, Blyz's total liability in connection with a damaged item shall not exceed the foregoing amount.

Any damaged items must be reported to support@Blyz.us and inspected by Blyz, within seven (7) days from date the damaged item was returned to you by Blyz, through digital photos or in-person.

Lost Items

Any lost item must be reported to support@Blyz.us within seven (7) days of the delivery of related garments. All claims are reviewed on a case-by-case basis. Items are considered lost twenty (20) days after the initial claim has been made. Any reimbursement for an item deemed lost by Blyz shall be limited to and shall not exceed \$200 regardless of brand, price or condition of the garment. To the fullest extent permitted by law, Blyz's total liability in connection with a lost item shall not exceed the foregoing amount.

Blyz does not take responsibility for any loose items lost when submitted in a Blyz bag, such as watches, jewelry, cufflinks, etc. and shall have no liability for such items.

PICK UP AND DELIVERY

Our goal is to provide valuable and timely service to all of our customers and partners. Therefore, you can edit the time of a pickup up to 30 minutes before the requested pickup time and you can freely reschedule a delivery prior to 3pm for any evening delivery. If you cancel a pickup after that 3pm timeframe, rescheduled a delivery after the designated time for change, or if our partners cannot deliver or pickup an order because you or your designee failed to appear, we may charge a cancellation fee in a reasonable amount (currently set at \$5).

We hope to provide a convenient service to all our customers and can leave orders outside residences or with a doorman, provided the customer gives written consent. However, once delivery has been made, we will not be held responsible or liable for the loss or damage of any items. It is the customer's sole responsibility to ensure the safety of items after delivery by Blyz. You have an option to ask us to leave your laundry with the doormen or other location, but Blyz will not be responsible for any loss or damage caused as a result.

INVENTORY

Blyz reserve the right to keep records of your garments and retain, store, display or reproduce such records which may include images or photographs, and associate such records with your name or other profile information for commercially reasonable periods for archival, inventory purposes, quality control, loss prevention, and or data collection.

USER CONTENT AND INTERACTIVE AREAS

We may provide interactive opportunities in the Services, including, without limitation, user ratings and reviews, saved favorites and saved instructions, (collectively, "Interactive Areas") for the enjoyment of our users.

You represent and warrant that you are the owner or otherwise have the right to provide any information, comments, reviews, ratings or other materials or content submitted, posted or otherwise transmitted to the Services ("User Content"). In addition, in consideration of the Services accepting User Content, you hereby grant to Blyz an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, print, display, modify, edit, remove, publicly perform, translate and create derivative works from and distribute or otherwise use and reproduce User Content on the Services and in all forms of media now known or hereafter invented, including but not limited to such uses as on and in the Services throughout the world in all forms of media now known or hereafter invented in perpetuity (collectively, the "Uses") and the right to, in Blyz's sole option and discretion, attribute such User Content to the user submitting the User Content. In consideration of submitting User Content, you consent to the Uses of the User Content without further consideration, compensation, attribution, notification or other additional consideration and to Blyz's disclosure of any information related to your use of the Services in any capacity in connection with Blyz's display of your User Content on the Services. You also agree to indemnify and hold Blyz harmless from any claim or demand, including reasonable attorneys' fees, made by any party arising out of the Uses of the User Content that you submit on our

Services. You waive any rights you may have in having the User Content edited, altered or changed in any manner not acceptable to you.

Some submissions or postings by users to certain parts of the Services, including, without limitation, Interactive Areas, will be public and posted in public areas on our Services. Blyz and any contract or operational providers that conduct, operate and/or manage any portion of the Services will not be responsible for the action of any users or third parties with respect to any information, materials or content posted, uploaded or transmitted on the Services.

By participating in any of the aforementioned activities, all users agree to follow the Services standards of conduct. Blyz reserves the right to change, delete or remove, in part or in full, any postings in Interactive Areas and to terminate or suspend access to such areas of the Services for conduct that we believe, in our sole discretion, interferes with other peoples' enjoyment of our Services. Blyz will also cooperate with local, state and/or federal authorities to comply with applicable law.

NO UNLAWFUL OR PROHIBITED USE/MONITORING OF SERVICES

By participating in any of the aforementioned activities, all users agree to follow any standards of conduct posted through the Services. Without limiting the foregoing, you shall not provide any User Content that is infringing, defamatory, unlawful, obscene, sexually explicit, harassing, threatening, abusive, illegal or otherwise improper. Blyz reserve the right to change, delete or remove, in part or in full, any User Content in Interactive Areas and to terminate or suspend access to such areas of the Services for conduct that we believe, in our sole discretion, violates acceptable use standards or interferes with other peoples' enjoyment of our Services. Blyz will also cooperate with local, state and/or federal authorities to comply with applicable law. Blyz reserves the right, in its sole discretion, to monitor any and all use of the Services.

VIOLATIONS OF THE AGREEMENT

Blyz reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including the right to block access from a particular Internet address to the Services.

TERMINATION OF SERVICES

Blyz reserves the right, in its sole discretion, to terminate your access to the Applications and Services or any portion thereof at any time. We will use commercially reasonable efforts to attempt to notify you of such termination. Blyz reserves the right to cancel Services and/or your Account for cause, such as if a delivery site is unsuitable, inaccessible or unsafe, or due to force majeure or inappropriate or abusive activity by you or third parties. In the event of any termination, you will be responsible for paying for Services performed prior to termination. The Agreement shall continue to apply for as long as you use the Services, and any provisions contained herein which by their nature or effect are required or intended to be observed after termination will survive termination and remain binding, including the provisions regarding your indemnification obligations, our limitations of liability and the resolution of disputes through arbitration.

4. PAYMENT

You understand that use of the Services may result in payments by you for the services you receive (“Charges”). After you have received the service ordered through your use of the Service and Applications, Blyz will process payment of the applicable Charges, using the preferred payment method designated in your Account, and will send you a receipt by email. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Blyz. Any request for lower Charges or disputes regarding the Charges should be addressed to Blyz by contacting support@Blyz.us. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Blyz may use a secondary payment method in your Account, if available. Please note that in the event you dispute any part of a valid Charge via chargeback, you agree that Blyz have the right at our option to pursue you for payment, to seek reimbursement of any related costs incurred by us, to turn any past due account over to collections and/or report delinquent payment to credit bureaus.

Blyz reserves the right to establish, remove and/or revise prospective Charges for any or all aspects of the Services at any time in Blyz’s sole discretion. The Charges indicated via the Services at the time of your order shall apply (subject to any applicable discounts or promotions). Blyz may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

5. DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNITY

DISCLAIMER

The Materials and the Services are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Blyz and its officers, directors, employees, agents or representatives disclaim with respect to the Services and the Materials herein all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. It is your responsibility to carefully read and inspect any service or product you purchase through our Applications upon your receipt to determine safety and appropriateness for your consumption or use. Blyz does not represent or warrant that the functions contained in the Services will be uninterrupted or error-free, that defects will be corrected, or that the Services or the server that makes it available are free of viruses or other harmful components. Blyz does not warrant or make any representations regarding the use or the results of the use of the Materials and/or the Services in terms of their correctness, accuracy, reliability, timeliness, completeness, correctness, or otherwise. You (and not Blyz) assume the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, under no circumstances, including, but not limited to, negligence, shall Blyz or its officers, directors, employees, agents or representatives be liable to you or any third party for any special, consequential, incidental, direct, indirect, or punitive damages or any other loss or injury that result from the use of, or the inability to use, the Services or the Materials, even if Blyz or a Blyz authorized representative has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation may not apply to you. In no event shall Blyz have any liability for any damages, losses and other causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) for accessing or using the Services or engaging the services of or purchasing product(s) of a third party through or after accessing the Services. To the fullest extent permitted by law, your sole remedy with respect to lost or damaged items is as provided above in the sections entitled "Damaged Items" and "Lost Items." If, notwithstanding the foregoing exclusions, it is determined that Blyz or its agents, employees, officers or directors is liable for damages, in no event shall Blyz's total liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) related to the Applications or Services exceed the amount paid by you, if any, for such Application or Services.

These limitations do not purport to limit liability that cannot be excluded under the law in the jurisdiction of this Agreement. The limitations of liability in this section are not applicable to residents of New Jersey. With respect to residents of New Jersey, Blyz and its affiliates are not liable for any damages unless such damages are the result of our negligent, reckless or intentional acts or omissions; and to the fullest extent permitted by law we are not liable for incidental, special or consequential damages.

USE OF LINKS

The Services may contain links to other websites and services which are developed, sponsored and/or maintained by third parties. Blyz does not review, monitor, operate or control any such third party website/services accessible through these links, and is not responsible for the content available on or through such third party websites/services. By providing access to the linked websites/services, Blyz is not recommending or endorsing the products or services provided by the sponsor or owner of those websites/services. Blyz makes no guarantees, representations or warranties as to, and shall have no liability for, any electronic content delivered by any third party, including, without limitation, the accuracy or subject matter of any electronic content, or the use of any personal information you provide to any such website/services. You acknowledge and agree that use of such links is entirely at your own risk. Blyz reserves the right to discontinue links to any other website at any time and for any reason.

INDEMNITY

To the fullest extent permitted by law, You agree to indemnify and hold Blyz and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of this Agreement; (iii) Blyz's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Contractors.

This indemnification section does not apply to Blyz's own negligence, recklessness or intentional conduct.

6. MISCELLANEOUS

GOVERNING LAW AND ARBITRATION

You acknowledge and agree that your access to and use of the Services is subject to all applicable international, federal, state and local laws and regulations. The terms, conditions and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any principles of conflicts of law. Please read this section carefully because it requires you to arbitrate disputes, waives your right to a jury trial, and limits the manner in which you can seek relief. Any dispute or claim relating in any way to these to the Agreement, the Applications, or any Services, will be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA), rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to the Agreement. To the fullest extent permitted by law we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court (other than small claims court) rather than in arbitration, to the fullest extent permitted by law, we each waive any right to a jury trial, and agree that such claims shall be submitted exclusively to the jurisdiction of the State or federal courts located in the County of Palm Beach and State of Florida. The parties irrevocably consent and submit to the exclusive personal jurisdiction of those courts for the purpose of litigating any such action; and irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court.

NOTICE

Blyz may give notice by means of a general notice on the Services, electronic communication through an Application, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting or 12 hours after sending (if sent by email). You may give notice to Blyz, with such notice deemed given when received by Blyz, at any time by email at support@blyz.us

GENERAL

You may not assign the Agreement without Blyz's prior written approval. Blyz may assign this Agreement without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Blyz's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Blyz or any Third Party Contractor as a result of this Agreement or use of the Services. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Blyz in writing. Blyz's failure to enforce any part of this Agreement will not be considered a waiver. Any waiver by

Blyz of any provision of this Agreement must be in writing. Unless otherwise specified herein, the Agreement constitutes the entire agreement between you and Blyz with respect to the website and Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Blyz with respect thereto.

PROCEDURE FOR MAKING COPYRIGHT INFRINGEMENT CLAIMS

Blyz respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Services or Application through which our Services may be accessed in a way that constitutes copyright infringement, please provide Blyz's Copyright Agent with the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that Service;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, e.g., the specific web page address on the Sites;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact: support@Blyz.us.