

Terms and Conditions – Yendor Elite Services, LLC dba APEX Bin Cleaning

This Agreement, which governs the terms and conditions of your use of APEX Bin Cleaning, is between you (“you” or “Customer”), as an authorized user of such services, and APEX Bin Cleaning. This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by APEX Bin Cleaning (collectively, the “Agreement”), constitutes the entire agreement between APEX Bin Cleaning and you regarding the Bin Cleaning Service. By using the Service, you confirm your acceptance of, and agree to be bound by, this Agreement.

I. Service

We provide a first class mobile trash bin cleaning and power washing service for Louisiana for both residential & commercial trash bins. Our trash bin cleaning service does not require an annual contract, but does require (3) services. Three cleaning are required to receive the discounted rates.

II. Customer Responsibilities

In order for APEX Bin Cleaning to provide its services, you must abide by the following conditions, or service could be interrupted or postponed.

1. Trash bin(s) must be free of unbagged animal waste
2. Trash bin(s) must be reasonably accessible (i.e. not hidden or in a locked area) and visible from the street. We are not permitted for insurance reasons to enter into any personal gated areas or garages.
3. Trash bin(s) must be free of chemicals, wet paint, glue or other adhesive, or hazardous waste of any kind.
4. Trash bin(s) must be free of building materials, e.g. plaster, stucco or concrete.

If we arrive to perform service(s) and the above conditions are not met, you are still responsible for payment. A picture will be emailed to you along with the reason why your bin(s) wasn't cleaned.

NOTE: If your trash bin(s) are damaged when we arrive to your property, we will not clean them. A note will be placed on the bin(s) and a picture will be emailed to you. If you contact us ahead of time, we may be able to conveniently order a replacement bin from your trash hauler, for you.

III. APEX Bin Cleaning Responsibilities

If APEX Bin Cleaning fails to provide its service(s) on the scheduled day of service for a reason other than the customer failing to meet its responsibilities in the paragraph above, APEX Bin Cleaning will compensate the Customer by arranging for the service to be performed on the next weekly trash pick-up day.

IV. Modifications to Customer Agreement

APEX Bin Cleaning may amend this Agreement at any time by (a) posting a revised Customer Agreement at www.abexbincleaning.com, and/or (b) mailing or sending information regarding the amendment to the email address you provided to APEX Bin Cleaning. We will welcome all inquiries, questions and comments regarding any changes made to the agreement from our clients. In the event a change to the agreement conflicts with our customer's wishes, we will review the issue and if necessary credit the customer for the term of service that may be affected by changes in the agreement. Our goal is to always serve our customers to the best of our ability and any changes to the agreement would be solely made for the betterment of the service program.

V. Modifications to Service

APEX Bin Cleaning reserves the right to modify our delivery of service for the betterment of our customers and the overall success of the service program.

VI. Charges

You agree to pay all charges for your use of the service(s) for your selected package. All charges will be exclusive of value added sales or other taxes, except as required by law. APEX Bin Cleaning reserves the right to change prices or institute new charges for access to or use of the service. Any changes in pricing will be communicated to you by mail OR email. It is your right to continue the service or to discontinue the service at that time. Continued use of the services or nontermination of your APEX Bin Cleaning account after changes are communicated to you by mail OR email correspondence constitutes your acceptance of the prices as modified by the posted changes.

1. Payment for your APEX Bin Cleaning is automatically charged to your Debit card, Credit card or PayPal account.
2. Charges are to be paid on a quarterly or annually basis. If payment is not received by APEX Bin Cleaning from the issuer of your credit or debit card (or its agent or affiliate), you agree to pay all amounts due upon demand by APEX Bin Cleaning.
3. Check payments must be paid on or before your due date. A \$5 late fee will apply, if payment is later than 3 days.

VII. Default Payments

APEX Bin Cleaning reserves the right to suspend or terminate your service without notice upon rejection of any credit or debit card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to APEX Bin Cleaning when APEX Bin Cleaning believes you are liable for the charges. Such rights are in addition to and not in lieu of any other legal rights or remedies available to APEX Bin Cleaning.

VIII. Continuity of Service

The credit or debit card used to establish your account will be automatically processed, in accordance with your payment choice, the month prior to your last paid service. We will notify you of any rate changes. Please notify us before any changes to your credit or debit card or if you decide not to continue with the service. There is a \$10 cancellation fee if you cancel after the renewal is processed but prior to the start of the new cleaning cycle.

IX. Cancellation of Service

Refunds are not issued for cancellation of service, except for relocation out of our service area. If you relocate to a neighborhood that is not in our service area, you may gift the remaining service to anyone within our service area or request a refund for the remaining service minus a \$25.00 cancellation fee. If you are anticipating that you might be moving out of our service area, please give us a call to discuss the possibility of a monthly payment option.

X. How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site. We do not sell, trade, or rent Users personal identification information to others.