

SEAY IT FOR YOURSELF DETAILING Service Agreement (Terms Of Service) 1320 Richmond Rd. #1118 Williamsburg, VA 23185 United States

SIFY DETAILING

17 JANUARY 2023

Terms of Service

- The SIFY Detailing mobile message service (the "Service") is operated by Seay It For Yourself Detailing (SIFY Detailing. Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such change(s) shall constitute your acceptance of such changes.
- By consenting to SIFY Detailing SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of Seay It For Yourself Detailing through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).
- You understand that you do not have to sign up for this program to make any purchases, and your consent is not a condition of any purchase with Seay It For Yourself Detailing. Your participation in this program is completely voluntary.
- We do not charge for the service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.
- You may opt out of the Service at any time. Text the single keyword command STOP to SIFY or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device unless initiated by you. If you have subscribed to other SIFY Detailing mobile message programs and wish to

cancel, except where applicable law requires otherwise, you will need to opt-out separately from those programs by following the instructions provided in their respective mobile terms.

- For service support or assistance, text HELP to SIFY or email sifydetail@gmail.com.
- We may change any short code or telephone number we use to operate the service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.
- The wireless carriers supported by the service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.
- To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.
- We respect your right to privacy. To see how we collect and use your personal information, please see our Privacy Policy.

Privacy Policy

- At SIFY Detailing, accessible from sifydetailing.com, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Clean Mobile Detailing and how we use it.
- If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.
- This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in Clean Mobile Detailing. This policy is not applicable to any information collected offline or via channels other than this website.

Consent

• By using our website, you hereby consent to our Privacy Policy and agree to its terms.

Information We Collect

- The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.
- If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.
- When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

How we use your information

- We use the information we collect in various ways, including to:
- Provide, operate, and maintain our website.
- Improve, personalize, and expand our website.
- Understand and analyze how you use our website.
- Develop new products, services, features, and functionality.
- Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes.
- Send you emails.
- Find and prevent fraud.

Log Files

SIFY Detailing follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and are a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons

• Like any other website, SIFY Detailing uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Advertising Partners Privacy Policies

- You may consult this list to find the Privacy Policy for each of the advertising partners of SIFY Detailing.
- Third-party ad servers or ad networks use technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on SIFY Detailing, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.
- Note that SIFY Detailing has no access to or control over these cookies that are used by third-party advertisers.

Third Party Privacy Policies

- SIFY Detailing Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt out of certain options.
- You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

CCPA Privacy Rights (Do Not Sell My Personal Information)

- Under the CCPA, among other rights, California consumers have the right to:
 - Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about consumers.
 - Request that a business delete any personal data about the consumer that a business has collected.
 - Request that a business that sells a consumer's personal data, not sell the consumer's personal data.
 - If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

GDPR Data Protection Rights

- We would like to make sure you are fully aware of all your data protection rights. Every user is entitled to the following:
- The right to access You have the right to request copies of your personal data. We may charge you a small fee for this service.
- The right to rectification You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.
- The right to erasure You have the right to request that we erase your personal data, under certain conditions.
- The right to restrict processing You have the right to request that we restrict the processing of your personal data under certain conditions.

- The right to object to processing You have the right to object to our processing of your personal data under certain conditions.
- The right to data portability You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.
- If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

Children's Information

- Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.
- Sify Detailing does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

Pictures and Videos

- SIFY Detailing, Employee(s) or a photographer engaged by Seay It For Yourself Detailing may take photographs and/or video of the services including vehicle and property. By using our services, you give permission for Clean Mobile Detailing to use these images in promotional material and social media to promote the business. For photographs or video including people explicit consent will be given prior.
- Customers who do not want such photographs, images, or videos to appear in any of Seay It For Yourself Detailing promotional material must send us a written notice immediately following services. Notice can be sent via email to <u>sifydetail@gmail.com</u> or via regular mail to:

SMS Privacy Policy

- We value your privacy and the information you consent to share in relation to our SMS marketing service. We use this information to send you text notifications (for your service appointment, including appointment, cancelation, and re-scheduling reminders), text marketing offers, and transactional texts, including requests for reviews from us. Opt-in data and consent for text messaging will not be shared with any third parties except for messaging partners, for the purpose of enabling and operating our text messaging program.
- Our website uses cookies to keep track of items when you are scheduling your appointment. This information is used to determine when to send reminder messages via SMS.
- You can unsubscribe from our text messages at any time. Just text "STOP" to any SMS you have received. If you want to join again, just let us know via phone call or email to the contact information provided below and we will start sending SMS messages to you again.

Service Estimate Agreement

 Seay It For Yourself Detailing (SIFY Detail) quotes and estimates are based on pre-assessments prior to work being done on the vehicle. All job quotes are subject to change based on severity of the condition of said vehicle. SIFY Detail will notify all parties involved in transactions prior to starting a detail if any concerns are expressed with the condition of the vehicle to reflect a price change. Once an agreement is reached, a new sales agreement will be sent to the client. All quotes agreed to prior to start of job will remain as priced after detail is complete. There will be zero increases in the sales price fhjafter the job is completion. SIFY Detail firmly believes in the integrity of their word, and ensures all customers are satisfied with their detail.

SIFY's Guarantee Policy

At SIFY Detailing we value the quality of work over everything else. Each customer is allotted 2 full business days following the day of the detail to bring any issues/concerns of the vehicle being detailed. Once SIFY Detailing has been made aware of the concerns, there will be a representative sent to your location to inspect and assess these issues. If SIFY Detailing is at fault for the concerns brought up i.e., spots missed, there will be a free spot detail appointment set up to address these concerns. This is only applicable to spots missed by SIFY Detailing worker(s), this will not adhere to conditions made by the customer after the detail. We strive to ensure that our quality of work is always top notch and professional.

Standard of Procedure Policy

 SIFY Detailing has a constructed Standard of Procedures detailing safety requirements, emergency contact information, a step-by-step process on how the detail will be completed and contact information for the owner of SIFY Detailing. SIFY Detailing will ensure that ALL employee(s) adhere to these guidelines and rules presented within the SOP. If employee(s) do not adhere to these guidelines, there will be an investigation started and a plan of action introduced to remedy said actions of the employee.

Safety Policy

Safety is SIFY Detailing's number one priority. All employee(s) will adhere to the guidelines of safety covered within the SOP. This is to include but is not limited to: Material Safety Data Sheets, guidelines in case of emergencies, signs put around the work area identifying safety hazards such as wet areas, loud noises, etc. Customers responsibility will include the following: Allowing SIFY Detail employee(s) to complete the detail distraction free by not interfering with work being completed, keeping within a safe distance away from equipment that may cause hearing loss, cause for trip hazards, keeping a safe distance away from all chemicals, etc. If customers impede, interfere, or complicate the detailing job

being complicated, the employee(s) have the full right to stop the detail, address the concerns, and if the concerns are not fixed, stop the process of the detail in full after ensuring that all work started will not impede on the vehicle(s) performance, damage prevention, etc.

Hazardous Waste and Spill Containment Policy

• SIFY Detailing includes within the SOP guidance and preventative measure for all hazardous and non-hazardous chemicals being used with the detail. This includes an MSDS giving detailed instruction/description of how to handle said hazardous/non-hazardous materials.

Pre-Inspection Policy

Before the start of the detail, there will be a pre-inspection walk around of the vehicle. This pre-inspection walk through will determine all damages to said vehicle prior to the start of the detail. Refusal to complete an initial pre-inspection walk around will result in the detail not being started and completed. If customer(s) choose to not complete the initial walk around and give notice to the employee(s) of SIFY Detailing giving permission to conduct a walk around with customer presence, they may do so however, will waive all rights regarding a post inspection.

Post-Inspection Policy

• Following the detail complete there will be a post-inspection walk around. This is to identify any concerns or issues of possible damage or defects to the vehicle being detailed. Customers are to bring concerns up in this inspection to include but not limited to: damages caused from the detail of said vehicle, concerns of issues within the vehicle itself, etc. After the post inspection walk around, customers may only bring up concerns/problems with the job of the detail itself to be reflected in the SIFY's Guarantee Policy declared in this Service Agreement.

Insurance Policy

• SIFY Detailing is insured by (*insert Insurance Company Here*). This insurance policy covers and protects the following.

Liability Waiver Policy

Privacy Policy

 SIFY Detailing obtains information such as Credit/Debit Card information, customer names, vehicle information and other important information for the business transaction of the detail being completed. The customer authorizes SIFY Detailing to use this information in obtaining payment for work completed. This authorizes SIFY Detailing to process payments for the quoted job after job completion. These transactions will include things such as: Quoted job price plus taxes applied within the county/district of job location. If client refuses to pay for job completion such actions can be taken to include process of charge to on file payment source and include but not limited to court filing for payment plus time spent away from business on site and other inconvenience outcomes for said court process. Private information can only be used by SIFY Detailing for transaction/business obligations. SIFY Detailing is not authorized to use any private information outside of the business itself. Doing so can result in a court trial assigned by the districts of work area(s).

Monthly Maintenance Subscription

- SIFY Detail offers a no contract weekly, bi-weekly, or monthly subscription for maintenance detailing on vehicles after an initial detail is completed. This is to assist customer clients in maintaining a clean and detailed vehicle. Customers waive the monthly subscription on the basis the vehicle being detailed for maintenance applications is beyond a maintenance aspect i.e., vehicle requires more than 2 hours to detail, shampoo/extraction jobs being completed, etc., however, is not limited to the examples above.
- Discount pricing on memberships is subject to vehicle size and interval of subscription. SIFY Detail provides discounted services on the interior detail + complimentary exterior wash when available for each type of membership, however, if a customer cancels their membership within 3 months, the customer agrees to pay the discount back and the customer's card on file will be charged for the difference.

Discounts/Promotional Offers

- SIFY Detailing offers discounts/promotional offers throughout the year. These offers are good for the date(s)/detailed limitations described within the fine print of said offers. SIFY Detailing has an honor code to honor all discount(s)/promotional offers if they fall within the details listed for said offers. If any promotional discounts/offers are forged, SIFY Detailing has the right to sue and hold liable person(s) conducting/participating in such fraudulent activities. This is an offense punishable by the court systems of the assigned district to the court case. All coupons must be submitted while scheduling an appointment online or with a SIFY Detail scheduler. SIFY Detail will charge the customer the full price for services if the customer did not notify Clean about a coupon at the time of scheduling. All coupons or offers can only be used once and cannot be combined with any other coupons or offers including the SIFY Detail Monthly Subscription discounts. Limit 1 per customer. Referral discount codes can be used one time per household and only if a referral scheduled a detailing appointment with us.
- All online promotions and giveaways are for US residents only. Online
 promotions and giveaways are not sponsored by the platforms they are shared
 on. This might include but is not limited to Facebook, Instagram, Tik Tok or other

social media platforms. If applicable, online promotions and giveaway end dates will be stated in the online posts. Winners will be announced online on our social media channels. Winners will be contacted via available methods, which will include but not be limited to text messages, phone calls, email, or direct messaging on social media. For any questions regarding our online promotions and giveaways, please email us at sifydetail@gmail.com

Soliciting Agreement Policy

 Soliciting employee(s) within SIFY Detailing is prohibited. In the act of solicitation, SIFY Detailing has the right to sue and take the client(s) conducting said violations to court. These court parameters will include but are not limited to the following: loss of employee and jobs completed by said employee, time spent to search and rehire a new employee, time spent to train and assign jobs for employee until after initial apprenticeship. The client customer person(s) will be placed on a permanent block/restricted list and will no longer be allowed to have any services completed by SIFY Detailing.

Payment Agreement

- SIFY Detailing is authorized by the customer client for the work being completed by its employee(s). Clients authorize said transaction after completion of the work by SIFY Detailing Employee(s). SIFY Detailing will use information provided by the client to process said payment. If any issues with the amount charged need to be stated prior to work being started by SIFY Detailing employee(s). Once work is started, the client authorizes SIFY Detailing to charge the quoted job to the credit/debit card on file.
- The Customer agrees to pay SIFY Detail in full when the service is complete unless otherwise agreed in advance in writing. You authorize to charge the credit card on file if no cash or check payment is received. All outstanding invoices 14 days and over are subject to a late payment fee of \$25 plus any outstanding balance. If no payment is received immediately after service is completed, the customer authorizes SIFY Detail to charge the customer's credit card in the full amount of the invoice.

Personal Belongings

• Customers are responsible for removing all personal effects from the vehicle. SIFY Detailing is not responsible for any damages due to client representative responsibility of removing said items. SIFY Detailing will take as many professional precautions as possible to protect valuable property to the client.

Agreement Disclosure

• By signing this 'Service Agreement' you hereby agree to all terms and conditions listed above. You are authorizing Seay It For Yourself Detailing to complete a mobile detail on the vehicle(s) stated previously within the quote and agree to said work. If you void any part of the 'Service Agreement', you acknowledge that

SIFY Detail can pursue any legal obligations necessary within the parameters of this contract.

Print Client Full Name: _____

Client Signature: _____

SIFY Detailing Employee Print Full Name: _____

SIFY Detailing Employee Signature: _____