Agreement’s Terms & Conditions

AWAY PEST SERVICES, LLC SHALL BE REFERRED TO AS “COMPANY”

1 - GENERAL PEST SERVICES. These terms and conditions, as incorporated into the Agreement with the Customer, shall apply exclusively to General Pest Control "Services" provided on a bi-monthly or quarterly basis by COMPANY. The Customer understands that these terms govern the scope and delivery of the specified pest control services outlined herein. It is expressly stated that these terms and conditions do not extend to any separate services, including but not limited to termite inspections, installations, or any other uniquely contracted services that may exist between the Customer and COMPANY. The Customer acknowledges that any additional services may be subject to different terms and conditions, which will be communicated separately. Any modifications or requests for additional services shall require a separate agreement and may not be governed by these terms. This clarity ensures a mutually beneficial relationship between COMPANY and the Customer regarding pest control services.

2 - CUSTOMER CONTACT INFORMATION. The Customer shall maintain accurate and current contact information, including both phone number and email address, with COMPANY to ensure effective communication regarding services. The account setup for the Customer shall be deemed completed and effective immediately upon COMPANY sending a confirmation email, leaving a door hanger after a completed service, making a direct phone call to the Customer or obtaining customer signature on welcome packet, referred to as the "Welcome Call." The Customer agrees to enroll in and accept all communications related to the services and treatments provided by COMPANY, which may include updates, reminders, and notifications about scheduled services. It is the Customer's responsibility to promptly inform COMPANY of any changes to their payment and contact information to avoid disruptions in service. Failure to maintain current contact information may result in missed communications regarding important service details. The Customer understands that consistent communication is essential for the successful execution of pest control services. This agreement facilitates a smooth and efficient service experience for both the Customer and COMPANY.

3 - ACCESS TO RESIDENTIAL STRUCTURE/PROPERTY (“Premises”) AND COOPERATION. The Customer agrees to grant COMPANY and its authorized agents access to the Premises for the purpose of completing pest control services as specified in this Agreement. This access includes all necessary areas of the property, as determined by COMPANY to effectively carry out the required treatments. The Customer acknowledges that if the side gates are unlocked, COMPANY and its agents are authorized to enter the side yard and backyard of the Premises to perform a comprehensive exterior treatment, irrespective of whether the Customer is present at the time of service. The Customer understands that it is their responsibility to ensure that any gates or access points are secured if they do not wish for COMPANY to access these areas. Furthermore, the Customer releases COMPANY from any liability related to the entry onto the property for the purpose of service completion. Should the Customer deny access or fail to secure the premises, it may result in delays or additional charges for rescheduling the service. This cooperation is vital for the successful implementation of pest control measures.

4 - CERTAIN PEST CONTROL SERVICES. COMPANY will provide pest control services pursuant to this Agreement, which includes and incorporates these terms and conditions and the customer welcome packet, consisting of one treatment every 60-90 days and additional service treatments as deemed necessary by company, or as requested by the customer invoking the “bug free guarantee” clause per the Customer Welcome Packet. A scheduled service timeframe will be established between COMPANY and Customer, and Customer agrees to provide access to the Premises for the service. If Premises are not available for service at the scheduled time, company will service the outside of the residence located at the Premises and leave a door hanger as a notification of the completed service. Customer agrees to pay the applicable charge, whether or not an inside service is rendered. COMPANY will service the inside of the residence located at the Premises at no additional charge if requested by the Customer. Although COMPANY agrees to return and re-treat affected areas of the Premises, COMPANY cannot guarantee against infestation or re-infestation of pests from neighboring areas. COMPANY does not guarantee or warrant the complete elimination/eradication of pests with respect to its service.

5 - CUSTOMER RESPONSIBILITY / PEST CONDUCIVE CONDITIONS. Customer cooperation is essential to achieve the most effective results from COMPANY's pest control services. The Customer acknowledges that if COMPANY identifies any conditions conducive to the breeding or harborage of pests, including any overgrowth of grass/plants or weeds, it is the Customer's responsibility to remedy these conditions promptly. Should the Customer fail to address the reported pest conducive conditions, COMPANY cannot guarantee satisfactory service outcomes. In the event that additional or supplemental services are required due to the Customer's inaction, the Customer agrees to incur any additional charges associated with these services. The Customer understands that the efficacy of COMPANY's pest control measures is highly dependent on their cooperation in matters related to housekeeping, sanitation, maintenance, and providing accessibility to areas designated for treatment. Therefore, the Customer agrees to assist COMPANY as reasonably necessary to facilitate effective service delivery and the remediation of pest conducive conditions. Failure to cooperate may result in service interruptions or additional fees, as outlined in this Agreement. By signing the Agreement ("Customer Welcome Packet"), the Customer affirms their commitment to uphold these responsibilities for optimal service results.

6- EARLY CANCELLATION CLAUSE. In the event that the Customer elects to cancel the pest control services prior to the completion of the initial term as outlined in the "Customer Welcome Packet," the Customer agrees to reimburse the company the full amount of the discount applied to the first treatment. This reimbursement from Customer to COMPANY must be paid within thirty (30) days of cancellation notification. The COMPANY has full authority and reserves the right to impose the stated cancellation charge at any time if the Customer requests cancellation. This fee shall be collected at the COMPANY's discretion, per the Terms and Conditions of this Agreement. The Customer acknowledges that the discount was provided as an incentive for the initial commitment to the service agreement and that early termination undermines the intent of this agreement. Failure to remit the reimbursement within the specified timeframe will result in the account being sent to collections, and the Customer may incur additional fees associated with the recovery of the outstanding amount. Upon completion of the term set in the Customer Welcome Packet, Service treatments will automatically continue at the same frequency until a 30-day verbal and written notice is received from the customer to discontinue the service. The Customer affirms their understanding and acceptance of these terms regarding

early cancellation and reimbursement obligations. All payments and cancellation fees are final and non-refundable.

7 - DISCLAIMER. COMPANY's obligation to provide pest control services under this Agreement shall be deemed terminated if COMPANY is unable to perform such services due to circumstances beyond its control, including but not limited to natural disasters, regulatory changes, or other unforeseen events. Additionally, COMPANY shall not be obligated to provide service if the Customer breaches any terms of this Agreement, fails to remit payment of the established monthly charge, or neglects to pay for any services rendered. The Customer acknowledges that the maintenance of a pest-free environment is a shared responsibility; therefore, if the Customer fails to remedy any conditions conducive to pest infestations, COMPANY reserves the right to suspend or terminate service. Any termination of service under these conditions shall not absolve the Customer of their financial obligations incurred prior to termination. The Customer agrees to promptly address any violations of this Agreement to ensure continued service by COMPANY.

8 - LIMITED WARRANTY OF SERVICE / PESTS. Customer understands that COMPANY does not enter into crawlspaces as a standard practice; however, walkable crawlspaces may be accessed at the discretion of the technician assigned to the service. The Customer acknowledges that certain insects are excluded from any warranty provided by COMPANY, and the Customer is not permitted to invoke the bug-free guarantee for these specific pests. The insects not covered by the warranty include, but are not limited to, house flies, horse flies, drain flies, maggots, gnats, spittle bugs, and bed bugs. Furthermore, COMPANY cannot warrant the complete eradication of wasps; rather, we can only control their nesting sites located on the PREMISES.

9 - WAIVERS / LIMITATION OF DAMAGES. Customer expressly waives and forever releases company and its agents, members, and managers from liability for any claim for personal injury (including stings bites or illnesses) or property damage (to structure or contents of the Premises) caused by wood destroying organisms or pests, fire ants, pharaoh ants, spiders, ticks, fleas, brown recluse spiders, black widow spiders, wasps, bees, or other pests listed in this Agreement. The Customer waves any claim for damage or injury to person, property (including vehicles) or the Premises, unless made in writing within (6) six months of the actionable service treatment. COMPANY MAKES NO

REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND COMPANY, AND CUSTOMER SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY , AND OF FITNESS FOR A PARTICULAR PURPOSE. To the fullest extent and if permitted by applicable law, in no event shall the total liability of COMPANY (or its agents, members or managers) arising out of or related to this Agreement or the services provided by COMPANY, regardless of whether the action or claim is based on contract, tort, warranty or otherwise, exceed the total amount of the service charges paid by Customer to COMPANY. To the fullest extent and if permitted by applicable law, in no event shall COMPANY be liable to Customer for any incidental, special, punitive or consequential damages, or any other indirect damages, whether arising in tort, contract, or otherwise

10 - DEBT COLLECTION. Customer acknowledges and agrees that COMPANY may appoint any person as its agent (“debt collection agent”) to collect any amount due by Customer to COMPANY under the agreement, and Customer shall be responsible for all costs and expenses, which may be incurred for that purpose. Further, COMPANY shall have, and the Customer admits and agrees that COMPANY does have the right to disclose to debt collection agent any of the Customer’s personal data for that purpose on any occasion.

11 - ENTIRE AGREEMENT. The Customer Welcome Packet and these terms and conditions collectively constitute the entire "Agreement" between the Customer and COMPANY, superseding any prior agreements, understandings, or representations, whether oral or written. Both parties acknowledge that no additional statements or representations made outside of this Agreement shall be considered binding. Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties to be valid and enforceable. The Customer understands that any reliance on representations not contained within this Agreement is at their own risk. This clause ensures clarity and mutual understanding regarding the terms of service provided by COMPANY. Furthermore, any changes to the scope of services or obligations must be explicitly documented to avoid disputes. This agreement aims to foster a transparent and accountable relationship between the Customer and COMPANY.