

## **trashdad Terms & Conditions of Service**

This is an agreement between you and trashdad LLC (and its affiliates, “trashdad” or “we”). Before using trashdad, please read these trashdad Terms and Conditions of Service, the trashdad Privacy Notice, the trashdad Recurring Payment Terms and Conditions, and the other applicable rules, policies, and terms posted on the trashdad website. By using trashdad, you agree to be bound by the terms of this Agreement. If you do not accept the terms of this Agreement, then you may not use trashdad.

You agree to have contracted with trashdad LLC to perform the service of taking out and returning your trash & recycling cans as well as breaking down your cardboard boxes at the address specified. You agree that this is a monthly Service Contract and you agree to pay trashdad monthly in advance of the services to be provided for that month.

For the purposes of these trashdad Terms and Conditions of Service:

“trashdad” means trashdad’s can management service and other related services.

“transporters” means persons employed or contracted by trashdad LLC to provide trashdad’s can management service.

### **Home Access**

By submitting your service subscription request online, you are authorizing trashdad and its transporters to access your property (or other location) that you designate for the purpose of taking out and returning your trash and recycling cans. By subscribing to our service, you are confirming that you have the right to authorize trashdad and its transporters to access the designated property. It is your responsibility to ensure that trashdad or its transporters have full access to your trash and recycling cans on the scheduled service dates. Should trashdad or its transporters arrive and be unable to provide service due to lack of access, you shall not be entitled to a credit or refund.

### **Service**

trashdad or its transporters will take out your trash and/or recycling cans the day prior to your designated trash & recycle collection day. After your trash and/or recycling items have been picked-up, trashdad will return your cans to the original storage location. You agree that for a flat monthly fee trashdad will take out and return 1 trash can and 1 recycling can either weekly or bi-weekly for 1 calendar month. That is either 2 or 4 service visits per week.

### **Can Access**

You must ensure trashdad or its transporters have access to your trash and recycling cans on scheduled service days, including but not limited to: gate entry codes, lock combinations, security guard verification, and pets relocated from storage areas. If trashdad or its transporters are unable to access your trash or recycling cans for any reason, services will not be performed that week and you shall not be entitled to a credit or refund. trashdad reserves the right to decline its service for any reason. To ensure smooth service delivery, it is essential that accurate

and complete information regarding the location of your trash cans and any necessary access instructions is provided. Failure to supply this information may result in service issues. We cannot be held responsible for non-delivery of service in these circumstances.

### **Pricing**

You agree to pay trashdad the current monthly recurring weekly or bi-weekly service fee plus applicable sales taxes. As of April 1st, 2025, the monthly base weekly service fee is \$44 plus applicable sales taxes or the monthly base bi-weekly service fee is \$59 plus applicable sales taxes. trashdad reserves the right to increase or decrease the monthly service fee at any time and at its sole discretion.

### **Change in Price**

Although trashdad makes every effort to remain as competitive as possible and offer the most reasonable prices, some cost increases to the service provided may be beyond our control. In the event that trashdad changes the monthly service fee, trashdad will provide you an email communication of any change prior to making that change. As always you have the option to cancel at any time if you do not agree with the change in price. If you choose not to cancel, you will be billed and charged the new recurring monthly service fee.

### **Billing**

Service is billed at the completion of the first month of service and is billed on a recurring monthly basis thereafter to ensure uninterrupted service. Unless a specific request is made to cancel the service, billing will continue on a recurring monthly basis.

Applicable sales tax. All applicable local, State, and/or Federal taxes will be added to the current recurring monthly service fee.

### **Payment Terms**

By accepting these terms and conditions you are electing to enroll in the trashdad Payment Plan and agree to the trashdad Recurring Payment Terms and Conditions. You hereby authorize trashdad to bill and charge the Payment Method and its associated Payment Account that you have specified. trashdad will automatically charge the full amount of Payment to your Payment Method each time your can service renews, unless you cancel according to these terms and conditions.

### **Cancellation**

To cancel service, you must provide notice prior to your next billing cycle by submitting a cancellation request at [www.trashdad.com/contact-us](http://www.trashdad.com/contact-us). Note that service is billed monthly, and no partial credits or refunds will be issued.

### **Pets**

The homeowner/resident is responsible to contain and restrain their pets. For the safety of our transporters, if an unrestrained pet is present on the property and our transporter determines that it is unsafe to access the property, the delivery of service will not be completed. You will be

informed via email that your property could not be serviced on that day. In the event that service cannot be delivered due to an unrestrained pet, no credits, refunds, or adjustments will be issued. Please ensure that pets are properly restrained or secured during your scheduled service time.

#### Vehicles

trashdad will make every effort to place your waste and recycling cans with great care to a curbside location for pick-up. In the event that your vehicle or any other vehicles hits or knocks over your trash or recycling, trashdad will not be held responsible in any way for any damage to the vehicle or cans.

#### Garage Access

You affirm that your garage will be safe and free from hazards. You must disable any alarms or security systems in your home. Neither trashdad nor its affiliates are responsible for disarming or resetting any alarms or security systems, nor for your failure to do so, or for any liabilities resulting from your security system being unarmed in your home, regardless of the cause. By granting access to your garage for the purpose of servicing your trash cans and providing a garage code, you agree to the following: 1) Assumption of Risk: You acknowledge that you assume all risks associated with granting access to the garage, 2) Limitations of Liability: trashdad or its affiliates shall not be held liable for: a) any lost or missing items from the garage, b) any damage to the garage door or opener, c) any occurrences of the garage door being left open. Best Efforts Commitment: While trashdad or its affiliates will make every effort to open and close the garage responsibly, we cannot be held liable for any issues arising from the access granted. By providing access to the garage, you confirm your understanding of and agreement to these risks and limitations of liability.

#### Safety Issues

The homeowner/resident is responsible to maintain code compliance with the city on issues such as fencing and gates, backwash/waste lines and all other applicable safety issues.

#### Overloading and Closed Lid

For the safety of our transporters and to minimize the risk of injury or damage, trash cans must not be overloaded, and lids must be properly closed in accordance with city guidelines.

Overloaded trash cans or those with open lids present safety hazards and may lead to service issues. If your trash cans are found to be overloaded or the lids are not closed, we reserve the right to not deliver service. In such cases, no credits, refunds, or adjustments will be issued.

#### Overflowing Trash and Access

To ensure the safety and efficiency of our service, trash cans must be easily accessible and not surrounded by overflowing trash that obstructs access. Our transporters must have a clear path to roll trash cans to the curb and back. If overflowing trash or other obstructions prevent our transporters from safely accessing the trash cans, service will not be delivered, and no credits, refunds, or adjustments will be issued.

#### Inclement Weather

The safety of our Customers and transporters is our highest priority. In the event of inclement weather, including but not limited to severe rain, ice, wind, or snow conditions, we reserve the right to delay, reschedule, or cancel services without prior notice. No credits, refunds, or adjustments will be issued for services that cannot be delivered due to such weather-related conditions.

#### Road Closure Policy

In the event of road closures that prevent access to your property, we cannot be held responsible for the non-delivery of service. If service cannot be delivered due to road closures, no credits, refunds, or adjustments will be issued.

#### Sanitary Trash Can Policy

To ensure the safety and well-being of our transporters, if your trash cans are deemed excessively dirty or smelly, we reserve the right not to service your property. It is the customer's responsibility to maintain their trash cans in an acceptable sanitary condition for handling. You will be informed via email that your trash cans require cleaning. Should the situation persist, your property will not be serviced until the issue is rectified. In the event that service cannot be delivered due to excessively dirty or smelly trash cans, no credits, refunds, or adjustments will be issued.

#### Software and Telecommunication Issues

While we take every precaution to ensure the reliable delivery of our services, we cannot be held responsible for non-delivery of services due to unforeseen software and telecommunication issues. Although such occurrences are rare, certain variables, including but not limited to third-party applications, hardware, and cellular service, are beyond our control. In the event that service cannot be delivered due to these issues, no credits, refunds, or adjustments will be issued. We assure you that we will do everything within our power to mitigate and resolve any such situations as swiftly as possible.

#### Holiday Trash Schedule Adjustments

During holiday periods, we will make every effort to adjust our services in response to changes in your property's trash collection schedule. However, due to the unique observance of holidays by each city and the inconsistencies in the application of their revised schedules, we cannot be held liable for missed pickups during these times. In the event that service cannot be delivered due to a missed holiday pickup, no credits, refunds, or adjustments will be issued.

#### Short-Term Rental Properties

HOA: If the property signed up for service is designated for short-term rental use by the owner and not a primary residence, trashdad shall not be held liable for any notices, fines, or penalties issued by the Homeowner Association (HOA) related to the improper use, placement, or management of trash cans. The Customer assumes full responsibility for adhering to all HOA rules and regulations regarding trash cans and agrees to indemnify and hold trashdad harmless from any resulting consequences.

Guest interaction: If the property signed up for our services is designated for short-term rental use and not as a primary residence, please be aware that service may not be delivered if our transporter determines that accessing the property is inappropriate due to the presence of guests. The safety and comfort of both our transporters and your guests are of utmost importance, and we will not access the property if there is a risk of startling or disturbing guests. In the event that service cannot be delivered for this reason, no credits, refunds, or adjustments will be issued.

#### Force Majeure:

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government actions, natural disasters, pandemics, strikes, lockouts, labor disputes, equipment or material shortages, power failures, transportation delays, or any other event or condition that is beyond the reasonable control of the affected party (collectively, "Force Majeure Events"). During the continuance of such Force Majeure Events, the obligations of the affected party shall be suspended to the extent necessary. The affected party shall promptly notify the other party of the occurrence of a Force Majeure Event and its expected duration. If the Force Majeure Event continues for more than 30 days, either party may terminate this Agreement by providing written notice to the other party.

#### Customer Satisfaction:

Our goal is your complete satisfaction. In the event that a job is not satisfactorily completed, it is the customer's responsibility to notify trashdad within 7 days, (preferably sooner), so that we can look into the matter and resolve it quickly to your satisfaction.

#### Changes to trashdad

We may change, suspend, limit, or discontinue trashdad, or any part of it, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the trashdad website. Your continued use of trashdad after the effective date of the revised Agreement constitutes your acceptance of the terms.

#### Contact Information

For help with trashdad or resolving other issues, please contact Customer Service at [info@trashdad.com](mailto:info@trashdad.com)

#### Disputes/Binding Arbitration

Any dispute or claim arising from or relating to this Agreement or trashdad is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability, and all other terms in the trashdad conditions of use. By using trashdad, you agree to be bound by those terms.

#### Disclaimer

Under the terms of this agreement, trashdad will not be held responsible for any damage to your waste or recycling cans. Furthermore, trashdad shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. trashdad will not be held responsible for any damage caused to vehicles that may back-up or hit your waste or recycling cans in any way.

#### Right to Refuse Service

trashdad reserves the right to refuse service to any property, at its sole discretion, for any reason. This right may be exercised without the requirement of explanation, and no liability shall arise from the decision to refuse service. The refusal may be based on, but is not limited to, factors such as safety concerns, property condition, non-compliance with terms and conditions, access issues, or any other reason deemed appropriate by trashdad.

#### Recurring Payments Terms & Conditions

By accepting these terms and conditions through your election to enroll in the trashdad weekly or bi-weekly service plan selected by you, you hereby authorize trashdad to bill and charge the Payment Method and its associated Payment Account that you have specified according to the trashdad service plan you have selected.

Your trashdad service plan will automatically renew on a monthly basis. trashdad will automatically charge the full amount of Payment to your Payment Method each time your can service renews, unless you cancel according to the terms and conditions stated below.

#### Payments, Payment Account and Payment Method

You agree that the Payment Method specified by you for automatic Payments to trashdad is, and will continue to be, an account that you own, and that you will maintain sufficient availability under your credit card limit, or sufficient funds in the bank account for ACH or Debit card, or other mode of payment, as applicable, to make your Payments. The automatic charge to your Payment Method will occur on the Billing Date of the month of payment according to your trashdad service plan. In addition, trashdad may subscribe to an account updater service, which may be supported by your Payment Method issuer, such as your credit card provider or bank. If your Payment Account number or Payment Account expiration date changes, you understand and agree that your Payment Method issuer may notify trashdad of such changes in order for trashdad to update your Payment Account information on file and charge automatic Payments to your new Payment Account information.

#### Current Information

It is your responsibility to make sure that your Payment Method information and Email Account information are current at all times.

#### Payment Method Declined

If any Payment charged to your Payment Method is declined, you authorize trashdad to make additional attempts each day for up to twenty (20) consecutive days thereafter to successfully

charge your Payment Method, if possible under such Payment Method. If trashdad is unable to successfully charge your Payment Method after such time and you have a recurring Payment Plan, you authorize trashdad to reattempt Payment Method authorization as stated herein for two (2) additional consecutive months.

#### Cancellation

Cancellation of your trashdad service shall be effective at the time of cancellation. If cancellation occurs prior to payment for rendered service, trashdad reserves the right to charge your Payment Method for services rendered.

#### Electronic Signature

By selecting Yes to have read and accepted this Terms of Service & Conditions agreement electronically, both parties agree that this electronic selection of acceptance is legally binding and equivalent to traditional handwritten signatures. The use of electronic acceptance, including but not limited to clicking "Yes - I have read and accept", constitutes acknowledgment and acceptance of the terms and conditions of this agreement. Each party agrees that no certification authority or other third-party verification is necessary to validate the electronic acceptance, and that the lack of such certification or verification will not in any way affect the enforceability of the electronic acceptance or this agreement.