

BalanceNrenew Care Services Terms and Conditions

Transportation:

If location for pick up and drops offs change you will need to send a written request by text, or email to support@<u>balancenrenew.com</u> or call 323- 507-3418. Please make changes 8 hours in advance of transportation.

Underage riders:

Please note: All children under 40 lbs. or 4 years will be placed in a safety-approved car seat which will be provided by a parent/legal guardian. All other children will be required to wear a seat belt at all times. We carry a notebook with copies of all Emergency Medical Information, as well as pictures of each child in our care. In the event of an emergency your child will be cared for and you will be notified as soon as possible. By continuing to purchase service you give permission to receive transportation for yourself, the riders provided and or underage rider and permit them to travel in a moving vehicle with BalanceNrenew LLC employees.

Terms and Conditions

Childcare-Tutoring/Homework Support- House-sitting-Transportation

TERMS OF PAYMENT

PRICE. Service will be performed on a firm-fixed-price basis or a time and materials basis, as indicated in the applicable agreement forms and websites. Any additional or unscheduled Services or Deliverables to be provided by BalanceNrenew outside of the Statement of Work must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement.



PAYMENT SCHEDULE. Customer will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable by the date stated on the invoice. If any invoice is not paid when due, BalanceNrenew LLC may suspend the provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

LIMITATION OF LIABILITY

The total liability of BalanceNrenew LLC to Customer, from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Project price paid to BalanceNrenew LLC for those Services and Deliverables in a Project that is the subject of Customer's claim. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

TIME FOR CLAIMS

All claims against BalanceNrenew LLC must be brought within six (6) months after the cause of action arises and Customer waives any statute of limitations which might apply by operation of law or otherwise.

TERMINATION OF PROJECT

Customer reserves the right to terminate service with written notice to BalanceNrenew LLC in whole or in part, in advance 7-14 days for packages under 3 months, 30 days for packages more than 3 months. In the event the service is terminated by Customer prior to completion, BalanceNrenew shall use its best efforts to conclude or transfer the service, as directed by Customer, as expeditiously as possible, in this case prorated charges will be assessed. BalanceNrenew LLC shall not undertake further work, incur



additional expenses, or enter into further commitments with regard to the service after receiving such notice of termination from Customer, except as mutually agreed upon by the parties. In the event of termination of service as described above, BalanceNrenew LLC shall be entitled to compensation as follows:

a. All payments due and owing under this Agreement at the time of
 BalanceNrenew's receipt of the written notice of termination for work completed
 and in progress;

b. Termination of the Project shall not affect either party's obligations in connection with any other ongoing services and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

DELAY OR SUSPENSION OF WORK

If Customer's acts or failure to act causes BalanceNrenew LLC to delay or suspend performance of Services, BalanceNrenew and Customer will mutually agree to one of the following remedies:

DELAY OR SUSPENSION OF WORK (continued)

a. BalanceNrenew will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments, or

b. BalanceNrenew will re-assign personnel to extend BalanceNrenew work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, BalanceNrenew shall have the right to invoice Customer for any work performed to date of suspension.

CONFIDENTIALITY

BalanceNrenew LLC and Customer acknowledge that during the course of the performance of service information of a confidential nature may be disclosed between



BalanceNrenew LLC Los Angeles CA, 90019 323.507.3418 www.rebuild-balancenrenew.com support@balancenrenew.com

the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure.