

# **GOLDTUX MEMBERSHIP SERVICES AGREEMENT**

## **TERMS & CONDITIONS**

THIS IS A BINDING LEGAL CONTRACT. CAREFULLY READ THE TERMS AND CONDITIONS OF THIS GOLDTUX MEMBERSHIP SERVICES AGREEMENT (“AGREEMENT”) BETWEEN YOU AND GOLDTUX, LLC, A NEVADA LIMITED LIABILITY COMPANY (“GOLDTUX”, “WE”, “US”, OR “OUR”) BEFORE ACCEPTING OR OTHERWISE COMPLETING YOUR REGISTRATION FOR A GOLDTUX MEMBERSHIP. BY ACCESSING OR USING ANY OF THE MEMBERSHIP BENEFITS, EXECUTING A MEMBERSHIP AGREEMENT, OR CLICKING TO ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU, AS THE USER OF THE MEMBERSHIP BENEFITS (“MEMBER”), AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE ANY OF THE MEMBERSHIP BENEFITS OR CLICK TO ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

### **1. MEMBERSHIPS AND SERVICES**

1.1. Goldtux Membership. We offer multiple memberships for wash-and-fold laundering, dry cleaning, and other related commercial grooming and cleaning services (“Services”). There are three levels of membership subscription, described in the attached (each a “Membership”), which may be subject to different Services, pricing, rules, eligibility, restrictions, and availability, respectively. You will receive the Membership you selected, which may be changed as described below.

- (i) **Gold Membership.** The gold level Membership (“Gold Membership”) subscription entitles you to unlimited garment wash and fold Services, and unlimited sneaker cleaning and care Services. As a bonus, the Gold Membership offers wash and fold Services for blankets, pillowcases, bed sheets, towels, face towels and robes. Lastly, the Gold Membership offers a free one-time washable and eco-friendly laundry bag (“Tuxbag”) with your name embroidered.
- (ii) **Platinum Membership.** The platinum level Membership (“Platinum Membership”) entitles you to all the Services included in the Gold Membership. In addition, the Platinum Membership includes unlimited dry cleaning, unlimited alterations, and unlimited leather care, which includes the cleaning and moisturizing of leather accessories. As a bonus, the Platinum Membership offers shoe repair and maintenance, and garment and accessory repair.
- (iii) **Black Membership.** The black level Membership (“Black Membership”) entitles you to all the Services included in the Gold

and Platinum Memberships. In addition, the Black Membership includes weekly house cleaning for dishes, kitchen counters, sweeping and mopping, dusting and trash removal. The Black Membership also includes weekly home care wash and fold Services for bedrooms, bathrooms, living rooms, kitchen and office areas. As a Bonus, the Black Membership offers online consultations with a wardrobe stylist, weekly nail technician and barber services, and professional closet organization and decluttering. The Black Membership also entitles you to optional add-ons for spring cleaning, deep cleaning, additional visits, and additional Gold and Platinum Memberships.

- (iv) **Black Share Membership.** The black share level Membership (“Black Share Membership”) entitles you to all the Services included in the Black Membership but without any of the house cleaning Services. The Black Share Membership is intended as an additional household Membership and is not available to households that do not have a Black Membership Member. In other words, the Black Share Membership is intended for additional members of a single household to also enjoy the benefits of a Black Membership without paying the price for the house cleaning Services already received.

1.2. Unlimited Packages. All references to “unlimited” Services described in the Memberships refer to the volume of services for the Member. The actual Services will be performed on a weekly basis.

1.3. Scheduled Driver. Upon entering a Membership, you will be required to schedule a driver pickup date. This will be the date each week where one of our drivers will pick up all laundry, dry cleaning, or other articles for the subscribed Services.

1.4. Membership Pricing. All membership pricing is available on the Goldtux Membership webpage, currently located at: <https://goldtux.com/memberships>. The Membership price will be, and remain, the price indicated on the Goldtux Membership webpage at the time you entered into this Agreement, until otherwise changed in accordance with Section 2.2 of this Agreement.

1.5. Premium Care Guide. With the help of experts in the garment industry, Goldtux has developed a guide for the sorting of clothing for its laundry and dry-cleaning services (“Premium Care Guide”). Upon starting your Membership, you will be provided with a copy of the Premium Care Guide which will serve as a reference for you to understand Goldtux’s approach to sorting and processing in our fulfillment Services. The Premium Care Guide is also available at the following electronic address, please review it to better understand our laundry and dry-cleaning services: <https://goldtux.com/download-care-guide>. You understand and agree that there are no exceptions or alternatives to the categorization and handling processes as defined in the Premium Care Guide.

1.6. Special Provision for Wedding Dresses. We do not provide Services for the handling, care, or cleaning of wedding dresses. This is due to their specialized and delicate nature, which is beyond the scope of our regular laundry and dry-cleaning services. Therefore, you agree to not submit any wedding dresses for service and we will not be liable for any loss, damage, or dissatisfaction relating to the provision of Services to a wedding dress, whether express or implied.

## **2. PAYMENT AND CANCELLATION**

2.1. Subscription Billing and Auto-Renewal. Your subscription to a Membership includes enrollment into an ongoing/recurring payment plan. Your subscription will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. For purposes of this Agreement, a “day” or “date” begins at 12:00 a.m. Eastern time and ends at 11:59 p.m. Eastern time of that same calendar day. To see your next recurring billing date, log in to your account and view your account details. You acknowledge that the timing of when you are billed may vary, including if your subscription began on a day not contained in a given month (e.g., if you have a monthly subscription and became a paying subscriber on January 31, your payment method may be billed next on February 28). If you do not cancel your subscription at least fifteen (15) days prior to the start of your next billing cycle, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts.

2.2. Right to Change Pricing and Services. We reserve the right to change our pricing and Services. In the event of a price and/or service change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept the change(s), you may cancel your subscription in accordance with the instructions included below.

2.3. Pause Membership. You may pause your Membership at any time at least fifteen days before the next billing cycle for a period of up to three months. The Pause will take effect at the end of the current billing period and will continue until reactivated. If your Membership has been paused for more than three months, Goldtux reserves the right to cancel your Membership. To pause your Membership, you can find the cancellation instructions as follows: Log into your Goldtux account ([members.goldtux.com](https://members.goldtux.com)) > Goldtux University > Resources > Pause Subscription. Alternatively, you can email us at [cancel@goldtux.com](mailto:cancel@goldtux.com).

2.4. Cancellation and Refund Policy. You can cancel your Membership at any time before the end of the current billing period. Cancellation will take effect at the end of the current billing period unless otherwise disclosed. If you cancel, you will continue to have access to the Membership through the end of your current billing period, unless you are in violation of this Agreement or are otherwise subject to suspension or termination

according to Section 3 of this Agreement, in which case cancellation may be effective immediately. If you modify your subscription to switch from one Membership to another during your billing period, you may not have continued access to your original Membership. We do not refund or credit for partially used billing periods, although we may provide such refunds or credits on a case-by-case basis in our sole and absolute discretion. To cancel your Membership, you can find the cancellation instructions as follows: Log into your Goldtux account ([members.goldtux.com](https://members.goldtux.com)) > Goldtux University > Resources > Cancel Goldtux Membership. Alternatively, you can email us at [cancel@goldtux.com](mailto:cancel@goldtux.com).

2.5. Payment Details. We will keep your detailed payment information, such as credit card number and expiration date, on file. You are responsible for keeping your payment details up to date by changing the details in your account settings. In the event of a failed attempt to charge to your payment method (e.g., if your payment method has expired), we reserve the right to retry billing your payment method. If payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your subscription. You will remain responsible for any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. You also agree that we may charge your payment method on file if you decide to restart your Goldtux Membership.

### **3. SUSPENSION AND TERMINATION**

3.1. Authority to Suspend Membership. You agree that we may, in our sole discretion and without notice or liability to you, restrict, suspend, or terminate your access to part or all of the Services if we believe you are using or have used the Services in violation of this Agreement or applicable law or regulations or in any manner other than for their intended purpose and in accordance with all other guidelines and requirements applicable thereto. Without limiting the foregoing, we may restrict or suspend your access to your Membership for cause, which includes but is not limited to a requests from law enforcement or other government authorities, or if we reasonably believe that your Goldtux account has been created fraudulently, your Membership has been accessed fraudulently, or anyone is using your Goldtux account to commit fraud or for any purpose other than its intended purpose and in accordance with all of the requirements applicable thereto. You agree that we will not be liable to you or to any third party for any such restriction, suspension, or termination of your access to your Membership. We further reserve the right to terminate your Membership, in our sole and absolute discretion, at any time with thirty (30) days advanced written notice.

3.2. Sharing of Membership or Services. Membership subscriptions are limited to one individual per Membership. In no way may you share your membership with other individuals. Any shared use of Membership or Services will be considered fraud. Upon discovery of such fraud, Goldtux reserves the right to permanently terminate Services, request monetary compensation for Services used, and pursue legal action. If such legal action ensues, Goldtux reserves the right to collect legal fees from the user.

3.3. Authority to Pursue Legal Action. We reserve the right to take appropriate legal action against you for violating intellectual property rights, fraud, or similar grounds for termination.

3.4. No Waiver. Our decision to delay exercising or enforcing any right or remedy under this Agreement will not constitute a waiver of such right or remedy with respect to any party.

#### **4. DATA USAGE AND PRIVACY**

We collect, store, and use your personal data, including but not limited to credit card information and addresses, solely for the purposes of executing the services under this Agreement and in accordance with our Privacy Policy, a copy of which is available on our website. We may, from time to time, disclose your address to our third party dry-cleaning partners and other service partners or affiliates solely for the purpose of facilitating pick-up and delivery of garment services. No other personal data will be shared with these partners without your express consent. You have the right to request access to, correction of, or deletion of your personal data held by us, subject to the conditions set forth in our Privacy Policy. We shall comply with all applicable laws and regulations regarding data protection and privacy in our handling of your personal data.

#### **5. DISCLAIMER**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE, AND WE EXPRESSLY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, OR ANY OF THE PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. WITHOUT LIMITATION TO THE FOREGOING, WE DO NOT PROVIDE ANY WARRANTY OR UNDERTAKING AND MAKE NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS.

#### **6. LIMITATION OF LIABILITY**

6.1. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, OUR ENTIRE AND AGGREGATE CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY INDEMNIFICATION OBLIGATIONS, THE MEMBERSHIP, OR THE ACCESS TO OR USE OF ANY OF THE MEMBERSHIP

BENEFITS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL BE THE GREATER OF THE FEES PAID BY YOU UNDER THE MEMBERSHIP AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING WHEN THE CLAIM ACCRUED, OR THE EQUIVALENT OF THREE (3) MONTHS IF THE MEMBERSHIP WAS PURCHASED ANNUALLY, OR ONE THOUSAND DOLLARS (\$1,000.00).

6.2. WITHOUT WAIVER OF THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, OR DELAYS.

6.3. YOU EXPRESSLY AGREE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY PROBLEMS, ERRORS, OR BREACHES THAT MAY RESULT FROM FALSE, INACCURATE, OR INCOMPLETE INFORMATION PROVIDED BY YOU, UNAUTHORIZED USE OF YOUR ACCOUNT OR MEMBERSHIP, YOUR MISTAKE OF CREATING MULTIPLE ACCOUNTS, YOUR FAILURE TO TIMELY NOTIFY US OF A STATUS CHANGES, CHANGE OF ADDRESS, OR PROBLEMS ASSOCIATED WITH YOUR ACCOUNT.

6.4. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENT BARGAINED FOR ALLOCATIONS OF RISK, AND THAT THE FEES, CHARGES, AND COSTS OWING UNDER THIS AGREEMENT REPRESENT THE ALLOCATIONS OF SUCH RISK. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THIS AGREEMENT SHALL APPLY ONLY TO THE EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER APPLICABLE LAW, WHICH MAY VARY FROM STATE TO STATE.

## **7. INDEMNIFICATION**

You shall indemnify and hold us harmless, and each of our officers, directors, agents, contractors, subcontractors, licensees and employees (collectively referred to as the “**Goldtux Indemnitees**”), and each of them, against and from any and all third party allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorneys’ fees), and whether by reason of loss of or damages to any property or otherwise.

## **8. ARBITRATION**

8.1. You and Goldtux agree that any dispute, claim, or controversy arising out of or relating in any way to the Services, the Membership, or this Agreement, shall be determined by binding arbitration or in small claims court. You agree that, by agreeing to

these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Goldtux are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Goldtux Membership.

8.2. If you elect to seek arbitration or file a small claim court action, you must first send to Goldtux, by certified mail, a written Notice of your claim ("Notice"). The Notice sent to you from Goldtux or sent to Goldtux from you must be sent to the address and according to the notice provisions of Section 9. A Notice, whether sent by you or by Goldtux, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If you and Goldtux do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Goldtux may commence an arbitration proceeding or file a claim in small claims court.

8.3. The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and will be administered by the AAA. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Goldtux and you agree otherwise, any arbitration hearings will take place in Las Vegas, Nevada. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

## **9. NOTICES**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

To Goldtux:

Goldtux, LLC  
400 S. 4<sup>th</sup> Street, Suite 540,  
Las Vegas, NV 89101

If to Member:

To the email address listed on your account.

## **10. MISCELLANEOUS.**

10.1. Governing Law. This Agreement and the rights and obligations of you and Goldtux hereto shall be interpreted, construed, and enforced in accordance with the laws

of the state of Nevada, without regard to the conflicts of law provisions thereof. In the event that either you or Goldtux initiates an action in connection with this Agreement or any other dispute between us, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Las Vegas, Nevada.

10.2. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement between you and Goldtux with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

10.3. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the term or provision shall be modified so as to effectuate the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.4. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10.5. Attorney's Fees. If any action is brought by either you or Goldtux against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation or arbitration and all reasonable fees and costs incurred in attempting to collect any amounts owing under this Agreement.

10.6. Assignment. You may not assign your rights or delegate any of your duties under this Agreement, including the engagement of and delegation of any obligations and duties to any agents or third parties. Any attempt to assign, transfer, or delegate any of your rights, duties, or obligations under this Agreement or enter into any sublicenses without consent is void and may be deemed as an attempt to share your Membership.