

## TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES OFFERED BY FABRICARE CENTER, INC. ("FABRICARE CENTER" "WE" "US" OR "OUR"). THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT FCDRYCLEANERS.COM (THE "SITE") AND THE SERVICES, FEATURES, CONTENT, AND TOOLS OFFERED BY FABRICARE CENTER (COLLECTIVELY WITH THE SITE, THE "SERVICES"). DO NOT ACCESS OR USE THE SERVICES IF YOU ARE UNWILLING OR UNABLE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

By visiting our site, purchasing services, products and gift certificates from us, signing up for our newsletters, promotional mailings and emails, and/or registering with us, you agree to be bound by the terms of this Agreement, which may be amended from time to time by Fabricare Center. The most recent version of this Agreement shall always be available on the internet at [www.fcdrycleaners.com](http://www.fcdrycleaners.com)

### **1. Definitions**

As used in these Terms of Use:

- a. "Fabricare Center, Inc.," "us" or "our" refers collectively to Fabricare Center, Inc. and all of its DBA's such as [fcdrycleaners.com](http://fcdrycleaners.com), Fabricare Center Dry Cleaners, and Dry Cleaner Valet.
- b. "You" means you, the customer.
- c. "Services" includes any service provided by Fabricare Center, such as dry cleaning, laundering, wash dry and fold, alterations, tailoring, leather cleaning, repair and maintenance of handbags, sneakers, shoes and leather items, area rug cleaning and cleaning of household items.
- d. "Electronic Communications" means any electronic billing and payment communications sent by Fabricare Center to you or by you to Fabricare Center, such as online access to statements and emails relating to billing or payment, disclosures, notices and other communications regarding the Services (including, without limitation, your billing statements, notice of the posting of your electronic billing statements, privacy notices, change-in terms, notifications, and any periodic email communications).
- e. "Credit cards" includes both credit cards and debit cards.
- f. "Automatic payments" refers to having your credit card number stored on file in our secured computer system for charging your card for every order and or service provided to you in your account.

### **2. Modifications**

We reserve the right to change or modify these Terms of Use or any other policies related to use of the services at any time, and at our sole discretion, by posting revisions on the internet at [www.fcdrycleaners.com](http://www.fcdrycleaners.com). Continued use of the Services following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

### **3. Account Security, Access and Information**

This website allows you to register or obtain a password so that you may use certain services available on this site. You are responsible for maintaining the confidentiality of your registration information and password, and for all uses of your password, whether or not authorized by you.

You agree to provide current, complete and accurate purchase and account information for all purchases and orders made on our site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

This website may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are at least 18 years of age. This website is not intended for use by children under the age of 13. We do not knowingly collect or solicit any personal information from children under the age of 13. Should we learn that someone under the age of 13 has provided any personal information to or on this website, we will remove that information as soon as possible.

### **4. Prices, Locations and Hours**

- a. Please see the "Pricing" page of the [fcdrycleaners.com](http://fcdrycleaners.com) website on which you may request a base price list and alterations price list. This can be done by clicking the 'Click Here to Download' button. All of our price lists show basic prices and upcharges may apply, including couture brand garment upcharges. Prices are based upon material, material type, construction of garment or item, including trim and or decoration, and the time that it would take for us to process the item. Services for shoes, handbags and leather items are priced on an individual basis. Prices for specialty items and couture brand items are available upon request. If you have questions about any items or do not see the information you are looking for, please feel free to contact us at [help@fcdrycleaners.com](mailto:help@fcdrycleaners.com). All prices are subject to change without prior notice.
- b. Please see the "Locations" page of the [fcdrycleaners.com](http://fcdrycleaners.com) website for our locations and hours of operation.

### **5. Payment and Authorization**

- a. Payment must be made on all orders before we deliver any items that we have processed. We will hold any item that we have processed until we receive full payment for the service that we have provided.
- b. By entering your credit card information online or providing your credit card information to us by phone, in person or in any other manner:

(i) You are representing and warranting to us that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, etc.) is accurate.

(ii) You authorize Fabricare Center and or its affiliates to charge the amount you have requested or have been invoiced or any amount due to Fabricare Center or its affiliates as an open or pending balance in your account, from time to time, to your credit card, as a recurring transaction. The authorizations set forth in these terms and conditions will remain in effect until you notify Fabricare Center in writing that this authorization is revoked.

(iii) If you set up automatic payments and store your credit card on our files, then you authorize Fabricare Center to charge the credit card from time to time the amount due for the invoice owed to Fabricare Center.

(iv) You also authorize Fabricare Center to return to your credit card any funds due to you by Fabricare Center resulting from use of this service.

(v) You agree that at you are responsible for payment for all services for your account and any and all charges to your account for such services made your credit card by you or any other person.

c. Services for the following must be prepaid in advance at the time that you send or present a garment or item to Fabricare Center: (i) area rugs; (ii) alteration and tailoring of garments; (iii) shoes, handbags and leather items; (iv) wedding gowns, (v) restoration of items, and (vi) specialty items.

d. You may contact us at the following address with any questions:  
help@fcdrycleaners.com

## **6. Charges**

a. For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any.

b. If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service charge and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions.

## **7. Dishonored Method of Payment and Requests for Payments**

a. If your credit card issuer or network does not honor an online payment transaction, an over the phone transaction, an in-person transaction, or a recurring transaction for services rendered, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you.

- b. If your credit card issuer or network does not honor an online payment transaction, we may suspend any or all pending delivery service until a proper method of payment is used to close all open and pending balances.
- c. If you submit a chargeback claim with your financial institution for a payment online or over the phone, either a one-time payment or an automatic payment charged to the credit card on file that you provided to us, you will be subject to and made fully responsible for payment restitution to Fabricare Center for the initial amount of the chargeback as well as and all fees incurred by Fabricare Center as a result of the chargeback claim. Fabricare Center will hold any item that is the subject of a chargeback until the chargeback, associated fees and any current pending bill is paid.
- d. If you submit a check as a method of payment and the check is rejected for any reason by your financial institution, you may, be subject to and made fully responsible for payment restitution to Fabricare Center for the initial amount of the transaction as well as any and all fees incurred by Fabricare Center as a result of the rejection of the check that you submitted as the form of payment.
- e. If no valid method of payment is on file at the time that we have processed an item, the item will not be delivered, and we will hold the item until payment is made.

## **8. Confirmation of Payment**

- a. By clicking "Pay Now", you are consenting to receive a one-time confirmation of this payment electronically to the email address you have provided to us.
- b. If you set up automatic payments, then you are consenting for us to charge your credit card automatically for the order of clothes or items you have sent to us to clean and finish. You further consent to receive a one-time invoice attached to each order detailing the garment description and price reflecting the amount charged per invoice. By leaving a credit card on file you are setting up automatic recurring payments, which means you will be charged every time you send in an order to Fabricare Center and or utilize any of our services.
- c. All transactions are final. Please see our Refund Policy in paragraph 10 of these terms and conditions

## **9. Credit Card Security**

- a. Your credit card number is sent in encrypted form to our credit card processor. This means humans cannot read it. It also means that if someone is intercepting your internet traffic the card number is scrambled. NO one is supposed to be able read it except our credit card processing company.
- b. We use secure servers (SSL) and extra strong encryption called Tokenization under strict regulations of PCI compliance. Our site uses https for all data transmission and is encrypted. Thus, using your credit card on our site is secured.

## **10. Refund Policy**

All transactions are final. Transactions made online, over the phone, or in person at any of our stores with any form of payment are final. Any and all refunds will be provided as a "Dry Cleaning" or "In-store" Credit to the client's dry cleaning account, or in the form of a check. Any claim should be made to Fabricare Center management via email at [help@fcdrycleaners.com](mailto:help@fcdrycleaners.com) within five (5) business days upon receipt of services.

## **11. Service Disclaimers and Consent**

### **a. Disclaimers for Our Services**

We exercise the utmost care in processing articles entrusted to us, and use such processes, which, in our opinion, are best suited to the nature and condition of each individual article. Nevertheless, we cannot assume responsibility for inherent weaknesses of, or defects in materials that are not readily apparent prior to processing. This applies particularly, but not exclusively to suedes, leathers, silks, satins, double-faced fabrics, vinyls, polyurethanes, etc. Responsibility is also disclaimed for trimmings, buckles, beads, buttons, belts, sequins and any type of ornamentation. In laundering, wet cleaning and dry cleaning, we cannot guarantee against color loss and shrinkage or against damage to weak and tender fabrics. Any claim regarding the above issues should be made to Fabricare Center management via email at [help@fcdrycleaners.com](mailto:help@fcdrycleaners.com) within five (5) business days of receipt of services.

Please note that stain removal is not guaranteed, as some stains in combination with some fabrics may be unserviceable and unable to be removed without possible damage to the color, texture or fabric. You are responsible for payment to process the garment. Stain removal, whether the stain(s) is removed or not, does not constitute a reason for nonpayment. Payment must be made in full for processing of garment regardless of stain removal outcome. Your satisfaction is important to us. At your request, we will reprocess your item at no extra charge within five (5) days of initial completion of services.

### **b. Loss of Garments**

We exercise utmost care in processing garments received to avoid misplacement or loss of items. In fact, our facilities, including public and customer areas, are under continuous video and audio surveillance to monitor processing of garments and laundry in order to better track the processing of each garment and item entrusted to us. However, there may be instances where items may get misplaced or lost. That event, we ask that you advise us of any discrepancy within twenty-four (24) hours of picking up and/or receiving delivery of your garments or items so that we may be diligent in our investigation, including use of video and audio records that are only maintained for a limited period of time.

Our liability with respect to any lost item shall not exceed ten (10) times our charge for cleaning or processing that garment or item regardless of brand or condition.

### **c. Personal and Detachable Items**

Please check all of your garments and other items for money, jewelry or other valuables prior to depositing them with us or sending or presenting them to us. If we find any valuables in your garments or items, we will make every effort to return them to you. However, we cannot be held liable for the loss of any such valuables or items that are forwarded to us. Prior to sending or presenting garments and other items to us, please remove any detachable components from the garments and items, such as belts, decorative broaches and ornamental items.

**d. Item(s) Processing Consent**

By sending or presenting your garment(s) or item(s) to you and understand that there is the possibility of unpredictable reactions that may adversely affect the fabric and/or trim and construction of the item(s) presented to Fabricare Center. Such unpredictable reactions include but are not limited to being originated from manufacturer defect, unserviceability, misleading or incorrect care label instructions, missing care label instructions, normal wear and tear deterioration, or any source outside of Fabricare Center's knowledge prior to processing.

By leaving or sending your items to Fabricare Center you give Fabricare Center permission to use whatever it deems necessary to clean your garment and you will not hold Fabricare Center responsible should there be any problems or damage that occurs because of processing caused by unpredictable reactions. You also acknowledge that any item left at or sent to Fabricare Center will need to have a thermal heated tag or "barcode" heat-sealed onto the garment. You acknowledge that this is necessary for inventory tracking purposes during processing of the item and while in possession of Fabricare Center and to ensure every item is returned to its rightful owner. The thermal tags may be placed on the item in the reverse side of the item where it is not easily visible when wearing the item.

You also agree that no verbal statement made by any Fabricare Center employee can be construed as a warranty superseding any Statement in this Agreement.

**e. Wash Dry and Fold Services/Laundry by the Bag/Subscription Laundry Service**

The wash, dry and folded service, also known as laundry by the bag or subscription laundry service. All items will be washed and folded with the greatest care by Fabricare Center. Our wash and fold service does not necessitate our itemizing each garment in your order on your ticket. Individual items are not classified or identified, and everything is laundered and dried in bulk. Our protocol means your work is sorted by lights and darks and processing is handled by us as a single order. Items sent to Fabricare Center to be processed as wash dry and fold should only be items you would wash and fold at home or at a coin laundry, such as t-shirts, undergarments, socks, and towels. There is a flat minimum charge to process a load that weighs 6 (6) pounds or less. Orders exceeding 6 (6) pounds are charged by the pound at the price on our price list. Orders received wet, soaking wet, moist, or damp will be weighed as received and processed at the cost per pound per its weight when received. As there is an additional cost associated with processing such orders, that cost is factored in by weighing it as it is received.

Fabricare Center does not provide finishing (ironing), or stain removal in its wash, dry and fold service

**f. Leather Item(s) Processing Consent**

Suede and leather garments made of animal skins, sometimes have inherent defects that may not be apparent before cleaning. In addition to the effects of normal wear, there are other conditions you should be aware of. Some skins may have weak or thin areas that can chafe during processing. Prior exposure to heat and moisture can make skins tender, stiff or brittle. Fading may not be totally corrected by dyeing. Some stains may not be removable. Color uniformity cannot be assured if skins were not originally matched evenly.

**g. Pickup and Delivery**

Anyone using your name and phone number may pick up your items and garments unless you instruct us otherwise in writing. We are not liable or responsible for any item that is picked up in person at one of our stores by anyone other than the customer. You agree that once we deliver any items to a designated building concierge, front desk, locker, receiving department or building security, we are not responsible or liable for damage to or loss of these items. If you would prefer to make alternate arrangements for a delivery, please contact us directly in writing.

**h. Release**

You agree that you have read the foregoing subparagraphs 11.a. through 11.g. and release Fabricare Center and its affiliates from responsibility for any of the conditions described therein.

**12. Alteration(s) and or Tailoring Processing Consent**

When you send or present to Fabricare Center items for alterations or tailoring already marked by you, you acknowledge that you presented/sent your special garment(s) to be altered or tailored, but instead of being professionally fitted by one of our amazingly skilled tailors or seamstresses, you handed Fabricare Center your garment(s) already pinned, cuffed or marked exactly how you would like them altered. Therefore, you hereby give Fabricare Center your permission to alter your garment(s) as you have indicated. Therefore, you will not hold Fabricare Center and its affiliates responsible for any problems that may occur as a result of these alterations and promise to take full responsibility for any additional costs that may be necessary should your garment(s) need to be re-altered. You also understand that no verbal statement made by any Fabricare Center Dry Cleaners employee can be construed as a warranty superseding any statement in this agreement.

**13. Items Left Unclaimed**

If you leave any item with us for more than one year from the date that we receive the item, we will dispose of that item at our discretion. As a courtesy, we will send you an email and or SMS reminder to your last email address and or phone number in our records regarding your unclaimed item sixty (60) days prior to disposal.

**14. Technical Requirements for Electronic Communications**

a. In order to make credit card payments online or receive Electronic Communications, you must have access to a personal computer with internet access and a valid email account supported by software that enables you to receive Electronic Communications. In order to store Electronic Communications on paper, you will need a printer connected to your computer. You also may store them in your offline files or in an electronic storage device. Fabricare Center is not required to provide paper copies of any Electronic Communication you have previously authorized.

b. You are responsible for obtaining the data network access necessary to use the services. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and any updates thereto.

c. By authorizing a credit card payment online, or by requesting Electronic Communications, you confirm that your system meets these requirements that you have the capability to access and download or print electronic disclosures, and that your email address is current and valid.

## **15. "Electronic Only" Communications**

If you have authorized "Electronic Only" communications, then the following additional terms apply.

a. You understand and agree that Fabricare Center may provide you with all Electronic Communications exclusively online.

b. At your request, we will provide you with copies of statements and account information electronically via email or in printed form as requested.

c. You may elect to withdraw your consent to receive Electronic Communications (other than confirmation of online credit card payments) at any time by communicating with Fabricare Center via email at [help@fcdrycleaners.com](mailto:help@fcdrycleaners.com) that you wish to be removed from our email communications.

d. If you give or withdraw consent by writing to us or calling us, there may be a delay in implementing your request.

e. You agree to provide us with a current, valid email address and to contact us promptly if you need to update any information relating to a change in your email address. See paragraph 28 below regarding how to provide notice.

## **16. Restricted Activities**

With respect to your use of the Services, you agree that you will not:

- impersonate any other person or otherwise falsely states or otherwise misrepresent an affiliation with a person or entity;



- post, upload or transmit any message or content that is used to harass, stalk or otherwise threaten a person;
- violate any law, statute, rule, permit, ordinance or regulation or requirement to which you are subject;
- interfere with or disrupt the Fabricare Center Services or the servers or networks connected to the Fabricare Center Services;
- post any information, message or content or interact on the Services in a manner that is hateful, inflammatory, harmful, tortious, racially or ethnically objectionable, fraudulent, libelous, defamatory, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- use the Services in any way that infringes any third party's rights, including intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights, confidentiality rights, or rights of publicity or privacy;
- post, upload or transmit any message or content that you do not have a right to transmit under any law or contractual or other obligation post, upload or transmit any message or content that contains or promotes violence, drug use, illegal gambling or other criminal activity;
- post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Services;
- "frame" or "mirror" any part of the Services, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services;
- rent, lease, lend, sell, redistribute, license or sublicense the Services or access to any portion of the Services;
- use any robot, spider, site search/retrieval application, or Other manual or automatic device or process to retrieve, index, scrape, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation Of the Services Or their contents;
- link directly or indirectly to any other websites;
- transfer or sell your user account, password identification, or any other user's information to any other party;
- discriminate against or harass anyone on basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- post, upload or transmit any message or content that contains any commercial messages, solicitations, links, email addresses or other content, if the intent is to promote such commercial content;
- post, upload or transmit any message or content that is harmful to minors; or cause any third party to engage in the restricted activities above.

## **17. Personal and Non-Commercial Use Limitation**

Our Services are for your personal and non-commercial use, unless otherwise specified. You may not use this site for any other purpose, including any commercial purpose without Fabricare Center's express prior written consent. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, content, software, products or services obtained from or otherwise connected to Fabricare Center's website.

## **18. Termination of Access**

In addition to any right or remedy that may be available to us under these Terms of Use or applicable law, we may suspend, limit or terminate your account, or all or a portion of your access to the Services, at any time with or without notice and with or without cause. We may also choose to change, suspend or terminate the Services in general at any time without notice. In addition, we may refer any information on illegal activities, including your identity, to the proper authorities. You can terminate your account at any time and without notice to us. Even after your right to use the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this

## **19. Links**

This website may contain links to websites owned by third parties. These links, if any, are provided solely as a convenience to you and are not an endorsement by Fabricare Center of the contents on those other sites. Fabricare Center is not responsible for the content of any linked sites and makes no representations regarding the content or accuracy of materials on such sites. Fabricare Center has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Fabricare Center. If you decide to visit any third-party sites using links from this website, you do so at your own risk.

## **20. Privacy**

The privacy of your information is very important to us. For more information on what information we collect and how we use such information, please read our privacy policy.

## **21. Abuse**

If you become aware of any violations of these Terms of Use, abuse the Services or violations of law, you are strongly encouraged to contact us at [help@fcdrycleaners.com](mailto:help@fcdrycleaners.com).

## **22. Opt-In for Newsletters and Special Notices**

Fabricare Center may periodically send newsletters and special notices to users on its site. If you would like to receive such communications, you may, at any time, provide the email address you wish to use to receive such communications in the customer portal section of the site. If you change your mind at any time, you can reverse your option by sending an email to us at [help@fcdrycleaners.com](mailto:help@fcdrycleaners.com). Signing up for our newsletters and notices constitutes acceptance of

Fabricare Center's use of your e-mail address to send you communications pertaining to Fabricare Center, its products and services, the site, and related

### **23. Intellectual Property Rights**

We are the exclusive owner or authorized licensor of the Services, including all copy, database rights, software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained therein. All other trademarks, logos, service marks, company or product names set forth in the Services are the property of their respective owners. Except as set forth herein, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. All rights not granted under these Terms of Use are reserved by Fabricare Center.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential. The submissions provided by you remain your property. However, by providing the submissions to Fabricare Center, you grant Fabricare Center a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such submissions in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Fabricare Center's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

### **24. Disclaimer and Limitations of Liability**

THIS WEBSITE AND ITS CONTENT ARE PROVIDED "AS AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND. FABRICARE CENTER, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FABRICARE CENTER DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALTHOUGH FABRICARE CENTER REASONABLY STRIVES TO PROVIDE ACCURATE CONTENT ON THIS SITE, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT, SERVICES, TEXT, GRAPHICS AND LINKS. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND FABRICARE CENTER MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT FABRICARE CENTER, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT.

## **Limitation of Liability**

YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE WEBSITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. FABRICARE CENTER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL SPECIAL EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE WEBSITE, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF FABRICARE CENTER, EVEN IF FABRICARE CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FABRICARE CENTER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE WEBSITE OR YOUR INABILITY TO ACCESS OR USE THE WEBSITE EVEN IF FABRICARE CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FABRICARE CENTER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND FABRICARE CENTER'S REASONABLE CONTROL

## **25. Indemnification**

You agree to defend, indemnify and hold Fabricare Center, its Officers, directors, employees, agents, licensors and suppliers harmless from and against any and all claims, demands, losses, damages, costs, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the site; (ii) your breach or alleged breach of any of these Terms of Use; (iii) Fabricare Center's use of your Submissions; or (iv) your unauthorized use of the content or your violation of the rights of any third party.

## **26. Governing Law**

Interpretation and enforcement of these Terms of Use shall be governed by the laws of the state Of Georgia (excluding its choice of law rules). You hereby expressly consent to exclusive jurisdiction and venue in the federal and state courts located in Fulton County, Georgia for any action arising in connection with these Terms of Use or your access or use of the Services. In the event that any portion of these Terms of Use is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

## **27. Claims of Intellectual Property Infringement**

Fabricare Center respects the intellectual property of others and expects users to do the same. If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that any materials on the Site infringe upon your copyright or trademark rights, you should provide our Designated Agent with written notice that at a minimum contains the following:

- a. physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work or trademark that you claim has been infringed, or, if multiple copyrighted works or trademarks are covered by a single notification, you may provide a representative list of the copyrighted works or trademarks that you claim have been infringed;
- c. Identification of the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Fabricare Center will investigate notices of copyright and infringement and will take whatever action, in its sole discretion, it deems appropriate.

All infringement notices should be sent to our designated agent at [admin@fcdrycleaners.com](mailto:admin@fcdrycleaners.com).

## **28. Notice**

- a. Except as explicitly stated otherwise, any notices to Fabricare Center shall be given by certified mail, postage prepaid and return receipt requested to Fabricare Center, Inc., 8611 Roswell Road Atlanta, GA 30350.
- b. Except as otherwise provided in these Terms of Use or otherwise required under Georgia law, any notices to you shall be provided to you through the Services or given to you via the email address or physical address that you provide to Fabricare Center during the registration process.

## **29. Assignment**

You may not assign these Terms without Fabricare Center's prior written approval. You agree that this Agreement and all incorporated agreements may be automatically assigned by Fabricare Center, in our sole discretion by providing notice to you.

## **30. Force Majeure**

We shall be not held liable for any delay or failure in performance of any part of this Agreement from any Cause beyond our control and without our fault or negligence, such as acts of God, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earth-quakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts of hackers and other illegal activities of third parties, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation or telecommunications common carriers or acts, omissions, overloading or slowdowns over the internet or any third party internet service providers.

### **31. Survivability**

The ownership and proprietary rights provisions set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement and any obligations here-under for any reason.

### **32. Severability**

If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

### **33. Waiver; Remedies**

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Use. Our rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

### **34. Entire Agreement**

This Agreement embodies the entire agreement and understanding of the parties and supersedes all prior agreements, representations and understandings between the parties hereto relating to the subject matter hereof.

### **35. Contact Information**

Should you have any questions regarding these Terms of Use, you may contact us at [help@fcdrycleaners.com](mailto:help@fcdrycleaners.com)