

MAIDPRO Canadian eGift Card Terms and Conditions

December 20, 2023

The following Terms and Conditions ("Agreement") apply to your purchase, acceptance, and use of any MaidPro eGift Card (the "Gift Card"). The Gift Card will be delivered via e-mail to your designated recipient as an electronically transmitted eGift Card.

Each Gift Card is issued by MaidPro Franchise, LLC ("MaidPro"). MaidPro is the sole legal obligor to the cardholder. This Agreement is between you, the cardholder, and MaidPro.

By purchasing, accepting, or using your Gift Card you agree to be bound by this Agreement, the MaidPro [Privacy Policy](#), and, as applicable, the [Terms and Conditions](#) for MaidPro's website. If you do not agree with this Agreement, the MaidPro Privacy Policy, or the Terms and Conditions for MaidPro's website, do not purchase, accept, or use the Gift Card.

Important: This Agreement includes an arbitration agreement, jury and class action waivers, limitations of liability and other provisions that affect your legal rights.

You agree that MaidPro may provide notices, disclosures and amendments to this Agreement, and other information relating to your Gift Card by electronic means, including by posting such materials online at <https://www.maidpro.com/gift-certificates>. The version of this Agreement posted online at the time of your purchase of the Gift Card will apply to that purchase.

About Your Card.

Gift Cards may be purchased and loaded with CAD\$ denominations at MaidPro.com. Once purchased, the Gift Card will be sent to you by email at the email address you provided. Gift Cards can only be used to purchase home cleaning services at participating MaidPro franchise locations servicing the geographic territory where the residence is located that the recipient identifies when redeeming the Gift Card, and in the original currency in which the Gift Card was purchased. The Gift Card may not be used to purchase other Gift Cards and is not redeemable for cash or credit except as required by law. The Gift Card balance may be redeemed at any time and does not expire. MaidPro does not charge any fees in connection with the use of the Gift Card. The Card is not a credit or debit card, and no credit card, overdraft protection, deposit account, or depository insurance is associated with it. Gift Cards are not refundable or redeemable for cash unless required by law. You may not return or cancel your Gift Card after it is received.

Balances.

You may check your balance online at <https://www.maidpro.com/gift-certificates> or by calling 877-245-5478. The balance you receive when inquiring through the website or over the telephone is an estimate only based on currently available transaction data. In most cases, the balance is adjusted after you receive a home cleaning visit, but there may be occasions when the balance adjustment is delayed. The minimum amount you may load on a Gift Card is \$50 and the maximum amount you may load on a Gift Card is \$2,500. MaidPro may change

any applicable limits at any time without notice to you. The balance on Gift Cards is not reloadable at this time. No single individual may purchase Gift Cards with a total value of more than \$10,000.00 on any calendar day.

Use.

Your Gift Card is redeemable only for the purchase of home cleaning services at participating MaidPro franchise locations that are eligible to provide service in the geographic area in Canada where the residence to be cleaned is located. For added clarity, eligible service areas for all participating MaidPro franchise locations exclude Quebec. Gift Card has no cash value and may not be redeemed for cash (except as required by law). The identification number on the Gift Card must be presented to the participating franchise location at the time of payment to redeem the Gift Card. The participating franchisee will verify the Gift Card and the balance with MaidPro prior to redeeming the Gift Card and arrangement for cleaning services. Gift Cards may not be resold. A Gift Card must be used at the time of payment and cannot be retroactively applied to a past purchase. Gift Cards are not targeted towards, nor intended for use by, anyone under the age of 18. If you are under the age of 18, you may only use your Gift Card under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.

Expiration; Fraud.

Your Gift Card and its remaining balance can be redeemed at any time and does not expire. No inactivity, service or any other fees will be charged by MaidPro. MaidPro reserves the right to refuse to honor (and to cause participating MaidPro franchise locations to refuse to honor) any Gift Card in the event of a disputed credit card charge, dishonored cheque or if MaidPro reasonably believes the use is unauthorized or unlawful. If MaidPro discovers any Gift Card or Gift Card balance was sourced or derived through fraud or other unlawful or unauthorized means, MaidPro may, in its sole discretion, cancel all impacted Gift Cards and retain all related Gift Card balances without notice to you. MaidPro may use retained Gift Card balances to help offset its liability to card companies, networks and issuers of lost or stolen credit and debit cards used to purchase or load Gift Cards.

Unauthorized Transactions/Lost, Damaged or Stolen Cards.

You are responsible for all transactions associated with your Gift Card, whether authorized or unauthorized. You should, therefore, safeguard your Gift Card and not disclose your Gift Card information to anyone.

The remaining balance on lost, stolen or damaged Gift Cards will be replaced only if an original proof of purchase is provided. Call 877-245-5478 immediately to freeze your Gift Card balance. Then submit a request for replacement of a lost, stolen or damaged card via our website <https://www.maidpro.com/gift-certificates>, along with your proof of purchase.

MaidPro Does Not Operate Any Cleaning Service Businesses

All MaidPro locations are owned and operated by independent franchisees of MaidPro. Each franchise location is solely and independently responsible for its legal and regulatory compliance, for any issues relating to the home cleaning services provided to you, and for any employment related matters. MaidPro does not own or operate any residential or commercial cleaning service businesses, it is solely the franchisor of the MaidPro®

franchise system and brand.

Important: Mandatory Binding Individual Arbitration.

Please read this section carefully. It affects legal rights that you may otherwise have and requires individual final and binding arbitration of most disputes instead of resolution in court.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, is subject to limited review by courts, and the result is confidential. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions in this Agreement.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both.

Important: Arbitration Agreement, Class Action Waiver and Punitive Damages Waiver.

You agree that:

1. The preferred venue for any claim or dispute (whether in contract, tort, or otherwise) you may have with MaidPro or any MaidPro franchisee arising from or related to this Agreement or your use of a Gift Card will be by final and binding arbitration administered by JAMS (formerly Judicial Arbitration and Mediation Services Inc.) and conducted before a single arbitrator using JAMS's Streamlined Arbitration Rules and Procedures ("Rules and Procedures");
2. the arbitration shall be held at Toronto, Ontario, or at such other location as may be mutually agreed to by you and MaidPro or the MaidPro franchisee party to the arbitration;
3. the arbitrator's decision shall be based on these terms and any of the other agreements referenced herein that you may have entered into in connection with the online services;
4. the arbitrator shall apply the law of the State of Massachusetts to this Agreement, as well as its applicable statutes of limitations, and shall honour claims of privilege recognized at law;
5. to the extent permitted by law, you and MaidPro hereby waive the right to assert claims, or to have claims asserted for them, in any class or representative action; arbitration will therefore only decide the individual claims of you and MaidPro (and/or the MaidPro franchisee as applicable); it is agreed that the arbitrator may not consolidate or join the claims of any other person or party to an arbitration between you and MaidPro (and/or the MaidPro franchisee, as applicable) under this provision, except as may be mutually agreed;
6. you and MaidPro empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable;
7. in the event that the administrative fees, arbitrator fees and filing fees associated with the arbitration

exceed \$100 USD, MaidPro agrees to pay any such administrative, arbitrator and filing fees exceeding \$100 on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, MaidPro will pay as much of your fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and

8. with the exception of subpart (5) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable illegal or conflicting provision were not contained herein. **If, ~~however,~~ subpart (5) above is found to be invalid unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither MaidPro nor you shall be entitled to arbitrate their dispute. In such event, you agree to bring any and all claims arising out of or related to these terms or the online services in either the state courts of Suffolk County, Massachusetts or the United States District Court for the Eastern District of Massachusetts. Further, both you and MaidPro agree to waive any right to a trial by jury. For more information on JAMS and/or JAMS Rules and Procedures, you may visit the [JAMS Website](#).**

Important: Limitation of Liability.

MaidPro and its franchisees make no warranties, express or implied, with respect to your Gift Card including, without limitation, any express or implied warranty or merchantability or fitness for a particular purpose. Certain state and provincial laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you. Unless prohibited by law, you and MaidPro agree to limit claims for damages or other monetary relief against each other to direct and actual damages, excluding damages for negligence, or indirect or consequential damages, and that neither you nor MaidPro will seek any special, aggravated, treble, or punitive damages, from the other.

Choice of Law.

The laws of the State of Massachusetts, United States of America, without regard to principles of conflict of laws, apply to this Agreement and use of your Gift Card. If any part of this Agreement is found to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions except as specifically detailed in the arbitration provision above.

Changes to Agreement.

MaidPro reserves the right to change this Agreement from time to time in its discretion, which changes MaidPro may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement at <https://www.maidpro.com/gift-certificates> ("Updated Terms"). For added clarity, changes that are communicated to all Gift Card holders at once, including but not limited to posting the Updated Terms on MaidPro's website, shall be deemed to satisfy MaidPro's obligation to communicate changes to you. Your use of your Gift Card after MaidPro has posted the Updated Terms constitutes your agreement to the Updated Terms. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the

Updated Terms and will apply to your use of your Gift Card from that point forward.

Questions

If you have any questions about the Gift Card program, you can contact at our customer service number, 877-245-5478.