**TERMS OF AGREEMENT**

This Agreement governing the terms and conditions of your use of the San A Can, Inc. (“San-A-Can”) service, is between you ("You" or "Customer"), as an authorized user of such services, and San A Can, Inc. (The Service).

This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by San A Can, Inc. (collectively, the "Agreement"), constitutes the entire agreement between San A Can, Inc. and you regarding the San A Can, Inc. cleaning service. By using the Service, you confirm your acceptance of, and agree to be bound by, this Agreement.

**SERVICE**

San A Can, Inc. offers the Services listed on its website www.san-a-can.com or by calling 844-726-2226. The Service is a trash bin cleaning service that initiates an annual subscription for selecting Monthly or Bi-monthly or “Season Pass” service plans. This subscription renews automatically unless canceled prior to your anniversary date and must be in writing and delivered via hand, letter or email to San A Can, Inc. Our email address is info@san-a-can.com

**Customer Responsibilities**

In order for San A Can, Inc.to provide its service YOU MUST ABIDE BY THE FOLLOWING CONDITIONS or service could be interrupted or postponed:

a. Trash can(s) must be easily accessible to service personnel on scheduled service day.

b. Trash can(s) must be free of excessive cooking / motor oils or un-bagged animal waste.

c. Trash can(s) must be free of chemicals, fresh paint, glue or other adhesive, or hazardous waste of any kind.

d. Trash can(s) must be free of building materials, e.g. plaster, stucco or concrete.

We would prefer the trash cans to be empty. If possible, our technician may choose to remove 1 to 2 bags of trash in order to clean your trash cans, and then place the bags back inside when done. This decision is up to the technician. If he/she feels that the condition of the bagged trash inside the cans is not easily removable, he/she reserves the right to skip service on that day, documenting the reason that they were not able to provide service.

We reserve the right not to provide service if there is:

Un-bagged trash – including but not limited to excessive loose trash, yard clippings, diapers or animal waste.

Hazardous waste – including but not limited to chemicals, paint, glue, or other adhesives.

Building materials – including but not limited to plaster, stucco, or concrete.

If there is more than 2 bags of trash, excessive loose trash, hazardous waste or building materials, please notify us prior to 8 a.m. and we will skip the cleaning that day. If you do not notify us before 8:00 a.m. and we find upon arrival that service cannot be completed for any reason, you will still be charged for this visit.

As part of our quality program, if the technician cannot service a trash can for any reason, he will take pictures showing why the trash can was not cleaned and leave you a notice indicating the reason. No refunds will be given for skipping a cleaning due to customer not adhering to responsibilities/conditions.

**San A Can, Inc. Responsibilities**

If San A Can, Inc. fails to provide its service on the scheduled day of service for a reason other than the customer failing to meet its responsibilities in the paragraph above, San A Can, Inc. will compensate the Customer by one of the following methods at its sole discretion: Arranging for the service to be performed on the next possible business day (this may mean the same weekday of the following week), crediting the customer for the missed service or extending the service contract by one visit.

Modifications to Customer Agreement

San A Can, Inc. may amend this Agreement at any time by (a) posting a revised Customer Agreement at www.san-a-can.com/termsofservice and/or (b) mailing or sending information regarding the amendment to the email address you provided to San A Can, Inc. We will welcome all inquiries, questions and comments from our clients regarding any changes made to the agreement. Our goal is to always serve our clients to the best of our ability and any changes to the agreement would be solely made for the betterment of the service program.

Modifications to Service

San A Can, Inc. reserves the right to modify our delivery of service for the betterment of our clients, or for the safety and wellbeing of our technicians, our vehicles and equipment. In the event of inclement weather, San A Can, Inc. reserves the right to cancel all service for the scheduled day and will notify all scheduled clients by email, phone, or public announcement on all of San A Can’s social media channels.

Due to the nature of our service, scheduling may be altered in accordance with all US holidays, pending the schedule set forth by local waste management companies providing trash collection service in each area. In the event of a trash collector’s union strike, San A Can, Inc. will continue to provide service as scheduled, but the client would be responsible for removing all trash from the bins prior to their scheduled service.

**CHARGES**

You agree to pay all charges for your use of the service at the prices then in effect for your area of residence. All charges will be exclusive of value added sales or other taxes, except as required by law. San A Can, Inc. reserves the right to change prices or institute new charges for access to or use of the service. Any changes in pricing will be communicated to you by telephone, mail or email. It is your right to continue the service after your annual term or to discontinue the service at that time. Continued use of the services or non-termination of your San A Can, Inc. account after changes are communicated to you by telephone, telephone message/voice mail, mail OR email correspondence constitutes your acceptance of the prices as modified by the posted changes.

a. Payment for your San A Can, Inc. service is due in accordance with your cycle of payment and must be made by the credit card designated by you, or qualified check, or cash.

b. Charges are to be paid immediately following each service visit for the service that you have selected. If payment by credit card to San A Can, Inc. is not honored or fulfilled by the issuer of your credit or debit card (or its agent or affiliate), you agree to pay all amounts due upon demand by San A Can, Inc. Each time you use the service you agree and reaffirm that San A Can, Inc. is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with San A Can, Inc. and you must refer to that agreement with respect to your rights and liabilities as a cardholder.

c. Except for showing acceptable proof that you have relocated to an area that San A Can, Inc. does not provide service; your service fees that are paid in advance are non-refundable. If you have any question regarding any charges that have been applied to your account, please contact San A Can, Inc. within 30 days of the charge date.

d. If you subscribed for the service pursuant to a special offer granting a pre-paid discount for a fixed number of months, your pre-paid fees are payable in advance and are non-refundable. You must promptly notify San A Can, Inc. of changes to: (a) the account number or expiration date of your designated credit or debit card; (b) your billing address (for the designated credit or debit card); and (c) promptly notify San A Can, Inc. if your card is canceled (e.g., for loss or theft).

e. If you have subscribed to the service in accordance with a special offer granting a pre-paid discount for the year, your service is automatically charged, annually, on the anniversary date of your most recent sign-up, to the credit card on file that was used for that sign-up. You may opt out of future recurring charges at any time, as long as notice is received before the next anniversary date of your most recent sign-up by contacting San A Can, Inc.

f. San A Can, Inc. reserves the right to suspend or terminate your service without notice upon rejection of any credit or debit card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to San A Can, Inc. when San A Can, Inc. believes you are liable for the charges. Such rights are in addition to, and not in lieu of, any other legal rights or remedies available to San A Can, Inc.

**MISCELLANEOUS**

a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

d. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, saves as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

e. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 30 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

f. Correspondence should be mailed to San A Can, Inc. PO Box 8506 Bartlett, IL 60103

Thank you for choosing San A Can, Inc!