

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.elliottsaz.com** (the "Site"). This Site is owned and operated by E.C.S. Organization LLC. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of E.C.S. Organization LLC and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Services**

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Residential & Commercial Cleaning Services.

The services will be paid for in full upon the completion of the service.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: Cancellations of subscription services can be sent in writing to our business address or made over the phone by calling our office phone number. If you have pre-paid for services that have not yet been rendered, please notify us at the time of cancellation to receive a refund of your payment.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;

- Debit;
- Direct Debit;
- Zelle;
- Venmo;
- Cash; and
- Check.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Refunds**

#### **Refunds for Services**

We provide refunds for services sold on our Site as follows:

- The services will be fully refunded if cancelled at least 48 hours before they were scheduled to be provided. Otherwise, a partial refund can be issued for cancellations made on the previous day or the same day services were scheduled to be provided.

Additionally, once the service has been provided, a full refund may be offered if the service does not meet the standards outlined in our guarantees.

### **Guarantees**

The following guarantees apply to our Site:

- We have a 100% satisfaction guarantee. If you are not satisfied, we will return to clean again or issue a full refund..

**Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

**Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

**Limitation of Liability**

E.C.S. Organization LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

**Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless E.C.S. Organization LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

**Applicable Law**

These Terms and Conditions are governed by the laws of the State of Arizona.

**Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and E.C.S. Organization LLC are unable to resolve any dispute through informal discussion, then you and E.C.S. Organization LLC agree to submit the issue before an arbitrator. The decision of the arbitrator will be final and binding. Any arbitrator must be a neutral party acceptable to both you and E.C.S. Organization LLC. The costs of any arbitration will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and E.C.S. Organization LLC agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(520) 355-2564

[contact@elliottsaz.com](mailto:contact@elliottsaz.com)

245 S Plumer Ave, Suite 25, Tucson, AZ 85719

You can also contact us through the feedback form available on our Site.

Effective Date: 25th day of June, 2025