

Mobile App Terms and Conditions



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The following terms and conditions (hereinafter referred to as the **“Terms”**) are made between Re-Scrub Services (hereinafter referred to as the **“Developer”**), incorporated at 8101 College Blvd STE 130, PMB 151347, Overland Park, KS 66210, and the Member (hereinafter referred to as the **“User”**).

These Terms govern the User's use of Scrubestuary mobile application (hereinafter referred to as the **“Product”**).

The Product is owned and operated by Re-Scrub Services, LLC .

The Developer and the User shall collectively be referred to as the **“Parties”** and individually as the **“Party.”**

TERMS AND CONDITIONS.

1. INTELLECTUAL PROPERTY RIGHTS.

(a) The Product is the Developer's proprietary property, and all source code, functionality, databases, software, designs, graphics, text on it, and the trademarks, logos, and other marks (hereinafter referred to as the **“Content”**) are owned by or licensed to the Developer and are protected by copyright, trademark and patent laws and other intellectual property rights and laws of the State of Arkansas, foreign jurisdictions, and international conventions.

(b) Unless otherwise specified, the Content shall not be reproduced, copied, distributed, sourced, sold, or exploited without a prior written agreement by the Developer.

(c) The User's eligibility to use the Product is limited to the license of use of certain permissible portions of the Product, which can be downloaded, copied, printed, or sourced.

(d) The User may not use the Content for any purpose other than in accordance with the license that is provided under this clause, and this license to utilize the Content terminates upon the termination.

2. LIMITATION OF LIABILITY.

(a) The Developer shall hereby expressly exclude any liability, to the maximum permissible extent under the law, in relation to loss of data, interference in the User's business, or any damages which are incidental to or arise from such loss of data or interference in business.

(b) The Developer shall not be liable, to the maximum permissible extent under the law, for any damage, loss, or incurrence, including legal costs and expenses, whether direct or indirect, in connection with the User's use of the Product or the Content.

(c) The Product and the Content are provided for general information only and may be modified or changed by the Developer at any time without prior notice.

(d) The User shall accept and acknowledge that the Content may contain errors, mistakes, and inaccuracies.

(e) The User's use of the Product and the Content shall entirely be at the User's risk. The User shall be responsible for ensuring that any information, services, or details available through the Product or the Content suit the User's particular purpose.

(f) Neither the Developer nor any third parties provide any guarantees or warranties regarding the accuracy, completeness, reliability, merchantability, or legality of a particular purpose of the Product or the Content.

(g) The Developer shall hereby expressly exclude all warranties, terms, and representations to the maximum permissible extent under the law (whether express or implied) except for those outlined in these Terms.

3. DELIVERY.

(a) The delivery of any Goods (hereinafter referred to as the **"Goods"**) ordered from the Product shall be done within 7 business day(s).

(b) All digital Goods are delivered immediately. The User shall acknowledge and accept that there are inherent risks with the purchase, downloading, or delivery of any digital Goods. In case of technical problems, glitches, or discrepancies, the User can contact the Developer using the contact details mentioned at the end of this Terms and Conditions section.

(c) The Developer shall not be responsible for the damage or loss of Goods during the delivery.

(d) The replacement of Goods that are lost or damaged during the delivery is the Developer's sole discretion.

4. RETURNS, REFUNDS, AND REPAIRS.

(a) The Developer shall handle returns, refunds, and repairs under the obligations set in the Consumer Laws of the State of Arkansas .

(b) If the User is seeking a return, the User may reach out to the Developer using the information provided in the Contact Details section below. To ensure a prompt response, the User should provide

full details about the reason for the return, repair, or refund request.

5. TERMINATION.

- (a) The Developer reserves the right to immediately terminate this agreement at any time, with or without cause.
- (b) The Developer specifically reserves the right to terminate this agreement if the User breaches it in any manner whatsoever.
- (c) If the Product ceases to operate for any reason, this agreement shall be automatically terminated.
- (d) If the User has a registered account with the Product, the User reserves the right to terminate the Terms for any reason by contacting the Developer and requesting the removal of the subscription or termination.
- (e) Upon termination of this agreement, any provisions that would, by their nature, survive termination shall remain in full force and effect, including but not limited to the **“Limitation of Liability”** clause.
- (f) Upon termination of this agreement, the User shall cease reproducing, advertising, marketing, and distributing any material or information pertaining to the Products or the Content immediately.

6. PRIVACY AND SECURITY.

- (a) The User shall agree not to use the Product or the Content for any unlawful purpose or any purpose prohibited under this clause.
- (b) The User shall agree not to use the Product or the Content in any way that could bring damage to the Product, the Content, or services and business.
- (c) The User further agrees not to use the Product or the Content:
 - (i) to harass, abuse, or threaten any other person or to otherwise violate any other person's legal rights;
 - (ii) to violate any intellectual property rights of the Developer's or any third party;
 - (iii) to upload or disseminate any computer viruses or other software that may damage the property of another;
 - (iv) to commit any kind of fraud;
 - (v) to engage in or create any unlawful gambling, sweepstakes, or pyramid schemes;

(vi) to publish or distribute any obscene or defamatory material;

(vii) to publish or distribute any material that incites violence, hatred, bullying, harassment, or discrimination towards any person or community or to launch any dangerous organizations;

(viii) to unlawfully gather information about others;

(ix) to reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Product;

(x) to violate the security of the Product or Content through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference with any host, user, or network.

7. PRODUCT OR CONTENT MODIFICATION.

(a) The User shall acknowledge and agree that it is the Developer's sole discretion to modify, delete, or update the Content or the Product at any time.

(b) The User shall acknowledge, agree, and accept that the Product, the Content, and related services may be unavailable from time to time (whether due to maintenance or for any other reason).

8. INDEMNIFICATION.

The User hereby agrees to indemnify the Developer, including all the Developer's assigns and representatives, and to defend the Developer and hold the Developer harmless in relation to any claim, lawsuit, liabilities, or expenses (including legal costs) that may arise from or related to the User's use, misuse, or misinterpretation of the Product or the Content. The User shall agree that the choice of legal representation and the participation in a legal proceeding is at the Developer's sole discretion.

9. ARBITRATION.

In the event of any dispute arising in and out of the Terms, it shall be resolved by arbitration. There shall be 1 arbitrator(s), who shall be appointed by LegalZoom. The venue of arbitration shall be Benton County, AR, and the Seat shall be the State of Arkansas. The arbitrators' decision shall be final and binding on both Parties.

10. ASSIGNABILITY.

Neither Party may assign the Terms or the rights and obligations thereunder to any third party

without the prior express written approval of the other Party, which shall not be unreasonably withheld.

11. NOTICES.

Any notices required or permitted by this agreement shall be in writing and delivered by certified mail or courier to the mentioned address.

12. MODIFICATION.

No modification of the Terms shall be made unless in writing and signed by both Parties.

13. SEVERABILITY.

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effect until the termination.

14. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed following the laws of the the State of Arkansas. If the disputes under this Agreement cannot be resolved by arbitration, they shall be resolved by litigation in the courts of the Circuit Court of Benton County, Arkansas , including the state courts therein, and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses otherwise available to it.

15. LEGAL AND BINDING AGREEMENT.

The Terms mentioned in this agreement are legal and binding between the Parties, as stated above. This agreement may be entered into and is legal and binding in the State of Arkansas . The Parties each represent that they have the authority to enter into this Agreement.

CONTACT DETAILS.

Visit us at [Scrubestuary.com](https://scrubestuary.com)

Contact us at 479-560-8271

Write to us at support@scrubestuary.com