

Terms of Service

These Terms of Service (the “Terms”) govern the access to and use of Happy Hamper’s website, mobile communications, and professional laundry pickup and delivery services (the “Services”). By placing an order with Happy Hamper or using the Services, the Customer agrees to be bound by the Terms.

If you have questions about the Terms, call 269-615-5684 or email happyhampermobilelaundry@gmail.com.

IMPORTANT – ARBITRATION CLAUSE & CLASS ACTION WAIVER: The Terms contain a mandatory mediation and binding arbitration clause, as well as a waiver of class actions or representative actions. By accepting the Terms, the Customer agrees to resolve disputes as described in Section 15.

Happy Hamper may update or modify the Terms at any time and at its sole discretion. If Happy Hamper makes changes to the Terms, Happy Hamper will notify Customer of such changes. Continued use of Happy Hamper’s services after changes take effect constitutes Customer’s acceptance of the Terms as revised.

Last Updated: January 22, 2026

Section 1. Definitions

- (a) “Customer” refers to the individual or entity that accesses or uses the Services, whether on their own behalf or on behalf of another person or organization. If you access or use the Services on behalf of a company, organization, or other legal entity, then “Customer” refers also to that entity and its affiliates, and you represent that you are authorized to act on behalf of and bind such company, organization, or legal entity.
- (b) “Happy Hamper” means the sole proprietorship owned and operated by Annie Davis, d/b/a Happy Hamper.
- (c) “Account Information” means Customer’s name, email, phone number, home or business address, delivery instructions, safe-drop authorizations, payment method, special care instructions, and order history provided through Happy Hamper’s website when creating an account or placing or modifying an order.
- (d) “Order Window” means the pickup and delivery time window selected by Customer and confirmed by Happy Hamper.

Section 2. Accounts and Website Platform

- (a) Before the Customer may place an order, the Customer must create an account on Happy Hamper's website, and the Customer must provide required Account Information.
- (b) The Customer's Account Information must be accurate, current, and complete. Happy Hamper reserves the right to decline services to, or terminate the account of, any Customer whose Account Information is not accurate, current, and complete. Happy Hamper is not responsible for loss, damage, or dissatisfactory Services caused by the Customer's failure to provide and maintain accurate, current, and complete Account Information.
- (c) The Customer is responsible for safeguarding their account and Account Information. The Customer must promptly notify Happy Hamper of any unauthorized use, compromise, or breach of their account.
- (d) By providing a mobile number or email address to Happy Hamper, the Customer consents to receive operational messages (e.g., scheduling, driver arrival, order updates). Promotional messages may be sent and can be opted out of at any time.

Section 3. Ordering, Scheduling, and Days of Operation

- (a) **Online Calendar.** When placing an order, the Customer must select the time for their order to be picked-up by Happy Hamper from a list of available dates and times on Happy Hamper's website calendar. Happy Hamper will send a confirmation, typically by text message, confirming receipt of the Customer's order and of the designated pick-up date and time.
- (b) **Days of Operation.** Happy Hamper performs full Services Monday through Saturday. On Sundays, Happy Hamper may deliver completed orders but will not pick orders up.
- (c) **Recurring Orders.** Happy Hamper does not accept recurring orders; every order must be placed individually by the Customer.
- (d) **Pickup Location.** Happy Hamper's preferred pickup location is outside the main entrance at the Customer's home, office, or place of business. The Customer must provide clear access to the pickup location.

- (e) **Delivery & Safe-Drop.** If the Customer authorizes Happy Hamper to perform no-contact safe-drop delivery of the completed order (e.g. porch, locker, concierge), the risk to the order of loss, theft, or damage after placement, regardless of cause not attributable to Happy Hamper's gross negligence, transfers to the Customer once Happy Hamper has placed the completed order in the designated location.
- (f) **Safety and Access.** Happy Hamper may approve or deny a requested pickup or delivery time or location for safety, security, or operational reasons and may require the Customer to provide clearer instructions, particularly when picking up or delivering an order at a multi-unit residential or commercial building.
- (g) **No-Show / No Laundry Present.** If Happy Hamper arrives at the agreed-upon time to pick up an order and the Customer's laundry cannot be found at the designated pickup location within five (5) minutes of arrival, or the Customer requests to cancel their order after Happy Hamper's arrival at the pickup location, the order will be treated as a late cancellation under Section 5.
- (h) **Notices.** Happy Hamper may communicate operational notices, including revised delivery timelines, to the Customer by text message or email.

Section 4. Turnaround Time; Pricing and Payment

- (a) **Turnaround Tiers.** Happy Hamper offers the following order turnaround options, subject to applicable posted rates and the other provisions of Section 4.
 - i. **Standard Orders.** Standard orders are generally delivered within forty-eight (48) hours after pickup by Happy Hamper, subject to order size, weight, and operational considerations as described in the Terms.
 - ii. **Rush Orders.** The Customer may select a rush order, which provides delivery of the completed order within twenty-four (24) hours after pickup by Happy Hamper, subject to applicable posted rates. Rush orders are available only for orders weighing one hundred fifty (150) pounds or less. If the Customer selects a rush order and Happy Hamper determines after pickup that the order exceeds one hundred fifty (150) pounds, Happy Hamper will notify the Customer, the rush order surcharge will not be charged, and the order will be processed as a standard order subject to the forty-eight (48) hour turnaround time or a revised delivery schedule as provided in Section 4(c).

- (b) Detergent Tiers. Per-pound pricing varies by the Customer's detergent selection (Regular, Hypoallergenic, or Deluxe). Posted rates apply at the time Customer places their order.
- (c) Oversized Orders and Special Items. Happy Hamper does not impose a maximum size or weight limit on standard orders. However, the size or weight of an order may affect the time required to complete the Services. If Happy Hamper determines, after pickup, that an order cannot reasonably be completed and delivered within the standard forty-eight (48) hour turnaround time due to the size or weight of the order, Happy Hamper will notify the Customer within twenty-four (24) hours after pickup and will provide a revised delivery schedule. Happy Hamper will use commercially reasonable efforts to complete and deliver the order as close to the standard forty-eight (48) hour timeframe as practicable.
- (d) Special Stain Treatment. Special stain treatment is an optional service and is provided free of charge for up to five (5) garments per order. Beginning with the sixth garment, a fee of one dollar (\$1.00) per item will apply. Happy Hamper retains sole discretion to accept or deny any requests for special stain treatment.
- (e) Pre-Authorization and Final Charge. Happy Hamper's third-party payment processor may place a hold on funds from the Customer's designated form of payment when the Customer submits an order. Final charges for the Services will be processed before iub,m,vmdelivery of the Customer's completed order and will be calculated on the basis of the order's actual measured weight, selected turnaround tier, selected detergent tier, and other applicable fees.
- (f) Payment Processing. Payments are processed by third-party processors integrated with Happy Hamper's website platform. Past-due balances may result in late fees, suspension of Services, or termination of the Customer's account.
- (g) Method of Refund. Approved refunds will be issued to the original payment method within a reasonable time after such refund is approved.

Section 5. Cancellations and Rescheduling.

- (a) All Sales Final. Except as expressly stated in the Terms, all sales are final.
- (b) Pre-Pickup Cancellations. Subject to Section 5(c) below, if the Customer cancels an order before pickup by Happy Hamper, any prepaid amount will be refunded to the original form of payment.
- (c) Late Changes and Cancellations. If the Customer cancels their order, reschedules their pickup time, or changes the location of their pickup less than

two (2) hours before the designated pickup time, Happy Hamper may charge Customer a flat late-change fee of ten dollars (\$10).

- (d) **Second Attempt.** If Happy Hamper is required to make a second attempt to pick up or deliver the Customer's order due to Happy Hamper being unable to locate or access the Customer's laundry, Happy Hamper may charge a ten-dollar (\$10) reattempt fee.
- (e) **Repeat-Offenders.** In addition to charging fees as provided in this Section 5, Happy Hamper reserves the right, in its reasonable discretion, to refuse future service to, suspend, or terminate the account of any Customer who repeatedly cancels, reschedules, or relocates their pickup appointments within two (2) hours of the scheduled pickup time, repeatedly fails to make laundry available for pickup, or otherwise engages in a pattern of conduct that disrupts Happy Hamper's operations.

Section 6. Weight Estimates; Prohibited/Foreign Items; Customer Instructions

- (a) **Weight Estimates.** When placing an order, the Customer must provide an estimate of the weight of their order. If the actual weight of the order exceeds the Customer's estimate by more than ten (10) pounds, Happy Hamper may charge a ten-dollar (\$10) handling fee in addition to standard per-pound charges.
- (b) **Prohibited Items.** Happy Hamper cannot except and will not wash the following items ("Prohibited Items"):
 - i. Dry-clean only items;
 - ii. Leather;
 - iii. Fur;
 - iv. Suede;
 - v. Foam / Memory Foam;
 - vi. Electric / Heated Blankets;
 - vii. Items containing solvents or other flammable materials;
 - viii. Heavy biohazards including but not limited to blood, feces, or vomit;
 - ix. Items infested with pests; or
 - x. Any other item that Happy Hamper deems unsafe or unsuitable to be washed.
- (c) **Discovery After Pickup.** If Happy Hamper discovers Prohibited Items among the Customer's laundry, Happy Hamper may refuse Services for that order, return the Customer's order unprocessed, and assess handling / remediation fees.

- (d) Special Instructions. If the Customer has any special care instructions, they may provide them to Happy Hamper at the time of order placement in the appropriate field on Happy Hamper's website. Unless Happy Hamper accepts the Customer's special care instructions, Happy Hamper will use standard processes in performing Services.
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Section 7. Service Limitations

- (a) Standard Processes. Unless otherwise provided in the Terms, Happy Hamper follows standard laundering procedures for all orders.
 - (b) Care Labels. It is the Customer's responsibility to check care labels on their items of laundry and to not include non-washable items or items labeled "dry-clean only" with their order. Happy Hamper is not responsible for damage or loss resulting from the Customer including such items of laundry in their order.
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Section 8. Promotions and Discounts

- (a) Promotions, coupons, or discounts are limited-time offers, are subject to specific terms posted to Happy Hamper's website, and may be withdrawn or modified by Happy Hamper at any time.
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Section 9. Garment Care

- (a) Happy Hamper will use reasonable care to protect the Customer's laundry. Happy Hamper shall not be liable for loss or damage that results from normal effects of laundering, inherent fabric or seam weakness, age-related deterioration, normal wear and tear, or personal effects being left in laundry (e.g. lipstick, gum, coins).
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Section 10. Allergies and Product Options

- (a) Product Options. Unless otherwise agreed, Happy Hamper uses standard, commercially available products to wash every order. The Customer may choose among Regular, Hypoallergenic, or Deluxe detergent tiers (posted rates apply).

- (b) Customer-Provided Products. The Customer may, when placing their order, request in the field for special care instructions that Happy Hamper wash the Customer's order using products provided by the Customer. If Happy Hamper accepts such request, then the Customer must provide sufficient product to wash their entire order, or the specified portion of their order, at pickup by Happy Hamper. If the Customer requests for all or part of their order to be washed with Customer-provided product and the Customer provides insufficient product to complete the order, then Happy Hamper may complete the order using its own product and charge applicable rates and fees to the Customer.
- (c) Allergy Disclaimer. Allergic reactions or sensitivities may occur. To the fullest extent permitted by law, Happy Hamper is not liable for such reactions except to the extent caused by gross negligence or willful misconduct by Happy Hamper.

Section 11. Damaged and Lost Items

- (a) Claim Window. The Customer must submit any claims for damaged or lost items to happyhampermobilelaundry@gmail.com within five (5) business days after order delivery. All such claims must include a description of the lost or damaged items. All claims for damaged items must also include photos of the damaged items. Any claim not timely submitted to Happy Hamper under this Section 11(a) shall be deemed to have been waived by the Customer.
- (b) Evaluation of Claims. Happy Hamper will evaluate damaged items to distinguish normal wear and tear from other damage caused by Happy Hamper. Items reported as lost will be deemed lost if not discovered by Happy Hamper within ten (10) days after receiving a timely claim.
- (c) Remedies and Cap. For qualifying claims, Happy Hamper may elect to repair the damaged item, to reimburse the Customer for the depreciated value of the damaged item in accordance with the International Fair Claims Guide or a similar guide, or to reimburse the Customer for the value of a lost item.
- (d) Exclusions. Happy Hamper is not responsible for loss or damage that occurs as a result of the Customer leaving personal effects in laundry or the Customer misplacing items before pickup or after delivery. The Customer is responsible for any loss or damage to the real or personal property of Happy Hamper, its affiliates, and Happy Hamper's other customers that results from the Customer's failure to remove personal effects from their laundry before pickup.

Section 12. Measurement and Billing Disputes

- (a) Measurement. Happy Hamper measures each order by weight prior to washing the order. This weight, as measured by Happy Hamper, is used to calculate all applicable charges and fees.
- (b) Disputes. Any billing or measurement dispute must be submitted by email to happyhampermobilelaundry@gmail.com within five (5) business days after final payment is processed. Any disputes or claims not timely submitted to Happy Hamper under this Section 12(b) shall be deemed to have been waived by the Customer.

Section 13. Privacy, Confidentiality, and Data Security

- (a) Happy Hamper collects and uses the Customer's information solely to provide the Services, process payments, communicate regarding orders, and comply with applicable law, and may share such information with third-party service providers that perform services on Happy Hamper's behalf, including website hosting and payment processing. Happy Hamper uses commercially reasonable safeguards to protect the Customer's information.
- (b) Payment processing for the Services is performed by integrated third-party payment processors on Happy Hamper's website; Happy Hamper does not store raw payment card data on its own systems.
- (c) Payment information is used to provide Services, process payments, and communicate operational updates, and may be disclosed as required by law or to enforce these Terms. See the Privacy Policy for more details.

Section 14. Limitations on Liability; Disclaimers

- (a) Cap. To the fullest extent permitted by applicable law, Happy Hamper's total liability to the Customer for any loss of or damage to Customer's laundry or other property arising out of or relating to the Services shall be limited to three hundred dollars (\$300), in the aggregate, per order.
- (b) Excluded Damages. Happy Hamper shall bear no liability for indirect, incidental, special, consequential, or exemplary damages (including lost profits or loss of use), to the extent permitted by law.

- (c) Exceptions. Nothing in the Terms limits liability for gross negligence, willful misconduct, or personal injury where such limitation is prohibited by law, or waives any non-waivable consumer rights under applicable law.
- (d) Disclaimer of Warranties. The Services are provided “as is” and “as available”. Happy Hamper disclaims all express and implied warranties to the maximum extent permitted by law, including implied warranties of merchantability and fitness for a particular purpose.

Section 15. Mediation and Binding Arbitration; Waivers

- (a) **Mediation First.** Any dispute, claim, or controversy arising out of or related to the Terms, the Customer’s use of the Services, or the Customer’s relationship with Happy Hamper shall first be submitted to **mediation**. Mediation shall be conducted by the Indiana State Bar Association or another agreed-upon mediator and shall be held in **Monroe County, Indiana**.
- (b) **Binding Arbitration.** If mediation under Section 15(a) fails, then the dispute, claim, or controversy shall be resolved by **binding arbitration** under the American Arbitration Association rules. Such binding arbitration shall be held in **Monroe County, Indiana**, unless otherwise agreed to in writing by and between Happy Hamper and the Customer. The arbitrator’s decision shall be final and binding upon Happy Hamper and Customer. The prevailing party may recover reasonable attorneys’ fees and costs.
- (c) **Waiver of Jury Trial.** Both the Customer and Happy Hamper waive any right to a trial by jury.
- (d) **Class Action Waiver:** All disputes, claims, or controversies shall be resolved individually and not through any class action or representative action.

Section 16. Miscellaneous

- (a) Service Termination: Happy Hamper may discontinue Services at any time. Prepaid but unfulfilled orders shall be refunded as provided in Section 4(g).
- (b) Governing Law: These Terms shall be governed by the laws of the State of Indiana, without regard to conflicts of law.

- (c)** Force Majeure: Neither Happy Hamper nor the Customer shall be liable for delays or failures caused by uncontrollable events (e.g., natural disasters, war, labor disputes, internet outages, government actions).
- (d)** Severability: If any provision of the Terms is held to be invalid, illegal, or unenforceable, such provision is ineffective only to the extent of such invalidity, illegality, or unenforceability, and the remaining provisions shall be construed so as to most closely effectuate the original intent of Happy Hamper and the Customer.
- (e)** No Waiver: Failure by Happy Hamper to seek enforcement of any right it holds or any obligation owed to it under the Terms shall not constitute a waiver by Happy Hamper of such right or obligation.
- (f)** Entire Agreement: The Terms, together with Happy Hamper's Privacy Policy and other posted policies, form the entire agreement between Happy Hamper and the Customer.
- (g)** Amendments: Happy Hamper may revise the Terms at any time by publishing revised terms of service to its website. Continued use of the Services after such revisions constitutes acceptance of the revised terms of service by the Customer.