PART 2 – ALLEY CAT FULL SERVICE TERMS AND CONDITIONS

Effective date: June 22, 2026. Current version: alleycatusa.com/legal/terms.

These Full Service Terms are part of the signed Service Agreement between Client and Alley Cat Creations, Inc. d/b/a Alley Cat. They apply to paid services, inspections, estimates, warranty visits, cleaning, remediation, repair, documentation, and related services provided by Alley Cat.

1. Services and Scope

Alley Cat provides only the services, materials, pricing, schedule, warranty period, and warranty coverage stated in the signed Service Agreement, approved estimate, approved invoice, scope addendum, or signed change order. The approved estimate, invoice, or scope addendum controls the job-specific scope and warranty details.

Alley Cat is responsible only for the areas, components, and systems it directly services under the approved scope. Alley Cat does not assume responsibility for any area, appliance, system, utility, or structure that Alley Cat did not service.

2. Change Orders and Extra Work

Extra work requires a written change order signed by Client and Alley Cat before the changed work begins. The change order must state the changed scope and the price added to or subtracted from the contract price. Client may not require Alley Cat to perform extra work without written authorization.

3. Access, Coordination, and Safe Work Areas

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Client must provide safe, timely, and legal access to all agreed work areas. This includes tenant, occupant, property manager, HOA, neighbor, gate, parking, and lockbox coordination. Alley Cat is not responsible for delay or inability to perform caused by access problems or unsafe conditions within Client's control.

Client must remove valuables and fragile items from work areas and must identify known hazards, damaged areas, hidden utilities, pressurized systems, leaks, mold, asbestos, biohazards, exposed wiring, structural weakness, aggressive animals, or other unusual conditions before work begins.

4. Pre-Existing and Hidden Conditions

Rodent, cleaning, insulation, remediation, and exclusion work can reveal hidden or pre-existing conditions. Alley Cat is not responsible for conditions that existed before work, were concealed, were not disclosed, or were outside the approved scope, including prior rodent damage, code violations, moisture damage, stains, odors, contamination, cracks, chipping, damaged utilities, or nonmatching materials.

If Alley Cat finds or suspects asbestos, mold, biohazards, unsafe wiring, pressurized fire sprinkler or PEX water systems, structural instability, aggressive animals, or other hazards, Alley Cat may pause or stop work until Client corrects the condition at Client's expense.

5. Appliances, Gas Lines, Utilities, and High-Risk Items

Client may move appliances personally or hire a qualified professional. Alley Cat is not responsible for damage to floors, walls, cabinets, counters, the appliance, appliance parts, gas lines, or surrounding property from moving appliances. Alley Cat may refuse to move built-in, luxury, gas-connected, fragile, heavy, or high-risk appliances.

Client is responsible for gas shutoff, disconnection, reconnection, testing, and confirming appliance operation unless the approved scope says otherwise.

6. Insulation and Code Baseline

Insulation installed by Alley Cat will comply with the applicable California Energy Code, Title 24, Part 6 baseline for the jurisdiction and approved scope. Any insulation upgrade above the required baseline must be requested and approved in writing and may increase the price.

7. Completion, Acceptance, and Job Documentation

Alley Cat may take and keep photos, videos, measurements, diagrams, and job notes before, during, and after work. Alley Cat may use this documentation for quality control, training, insurance, warranty administration, payment, collections, and dispute resolution. Alley Cat will not use images that reasonably identify Client or the interior of the property for advertising without separate written consent.

Client should inspect the work when Alley Cat gives reasonable notice of completion. If Client is unavailable, leaves the site, refuses to participate, or does not complete a walkthrough within a reasonable time, Alley Cat may

rely on its documentation as evidence of completion. Unless the law requires otherwise, the work is deemed accepted if Alley Cat does not receive a written defect notice within three (3) days after completion.

8. Payment, Card Authorization, Late Fees, and Collections

If a down payment/deposit is charged, it is due when the initial service appointment is scheduled and will be credited against the contract price. For California home improvement contracts, the down payment/deposit may not exceed $1,000 or 10 percent of the contract price, whichever is less. Unless a written payment schedule or approved financing says otherwise, the remaining balance is due at substantial completion. For multi-day work, Alley Cat may require fifty percent (50%) of the remaining balance at the end of the first service day, with the final balance due at substantial completion.

Alley Cat may collect the down payment/deposit only after Client receives and signs a completed agreement and receives any required cancellation notice. If Client timely cancels under a legally required right to cancel, Alley Cat will return the down payment/deposit and any other payments as required by law. After any non-waivable cancellation period expires, Alley Cat may apply the down payment/deposit to amounts due under this Agreement, including late cancellation, reschedule, no-show, access-failure, return-trip, collection, or other charges where permitted by this Agreement and applicable law. Any excess deposit after payment of amounts properly due will be refunded or credited.

Alley Cat may require a valid payment method before mobilization. Client authorizes Alley Cat to charge the payment method on file for completed services, approved change orders, late fees, returned-payment fees, and other amounts due. If payment is not received when due, Alley Cat may assess a $50 late fee every fifteen (15) days beginning on Day 15 after substantial completion, plus interest at the lesser of fifteen percent (15%) per year or the highest lawful rate. Returned checks may be charged a $35 fee.

Alley Cat may withhold reports, certificates, warranties, warranty renewals, and further service until the account is paid in full, except where the law requires otherwise. Alley Cat may also pursue lawful collection remedies.

9. Payment Disputes and Chargebacks

Client must notify Alley Cat in writing of any billing dispute within ten (10) business days after the invoice or charge date and must give Alley Cat a reasonable opportunity to investigate. Client agrees not to initiate a chargeback or payment reversal for undisputed amounts where permitted by law. If a chargeback is resolved in Alley Cat's favor, Client remains responsible for the amount due and any lawful processor fees or administrative costs charged to Alley Cat.

10. Communications

Client agrees to receive service-related email and text messages from Alley Cat, including scheduling, access, invoices, payment reminders, warranty reminders, and account notices. Message and data rates may apply. Client

may reply HELP for help and STOP to stop text messages. Promotional email or text messages, if any, will be handled separately as required by applicable law. Opting out of promotional messages does not change payment, service, warranty, or contractual obligations.

11. Completion of Approved Scope; Limited Warranty Terms

Completing the approved Scope of Work is separate from any optional warranty. If, within thirty (30) days after Substantial Completion, Client gives Alley Cat written notice identifying a rodent entry point or other scope item that was expressly included in the approved Scope of Work but was missed or not properly completed during the original service, Alley Cat will return and complete that specific scope item at no additional charge. This completion obligation applies even if Client did not purchase warranty coverage or selected a no-warranty option.

This completion obligation does not apply to entry points, openings, conditions, or areas that were not included in the approved Scope of Work, were not reasonably discoverable during the original service, developed after Substantial Completion, resulted from structural movement, deterioration, water or moisture conditions, third-party work, customer modifications, new damage, new infestation activity, or other conditions outside Alley Cat's control.

Any warranty is limited to the warranty term, warranted spaces, and coverage stated in the approved estimate, invoice, or scope addendum. There is no

default warranty term and no fallback warranty if the approved estimate, invoice, or scope addendum does not state one.

If a warranty applies, it is a limited exclusion warranty only. During the stated warranty term, Alley Cat's sole warranty remedy is to return to inspect and seal rodent entry points that allow rodent access into the warranted space or spaces listed in the approved estimate, invoice, or scope addendum, including newly discovered entry points, unless the opening or condition is excluded below.

The warranty does not cover openings, entry points, damage, or conditions caused by foundation settlement or movement, structural shifting of the home, construction defects, improper original construction, remodeling, work performed by others, water damage, deterioration, building failure, customer modification, or other conditions outside Alley Cat's control. It also does not cover insulation, ducting, cleanup, droppings, odor, contamination, future rodent damage, structural repairs, wall cutting, or areas outside the warranted spaces unless expressly included in the approved Scope of Work.

Droppings, odor, contamination, sounds, sightings, or other evidence of rodent activity may continue or recur if rodents remain active, enter through excluded openings, or enter through areas outside the warranted spaces. The presence or recurrence of those conditions does not, by itself, establish that Alley Cat failed to complete the Services or breached any warranty.

If those conditions are directly caused by an entry point or scope item that was expressly included in the approved Scope of Work but was missed or not

properly completed, Alley Cat will address the underlying covered item under the completion obligation above. If those conditions are directly caused by rodent entry into a warranted space through a non-excluded opening during an active warranty term, Alley Cat will address the underlying covered entry point under the limited warranty. In either case, Alley Cat's obligation is limited to completing or sealing the covered entry point and does not include cleanup, insulation, ducting, odor removal, contamination remediation, future rodent damage, structural repair, wall cutting, or other excluded services unless expressly included in the approved Scope of Work.

Client must cooperate with Alley Cat during any warranty term and must maintain the serviced areas in a condition that does not promote infestation, including by addressing trash, pet food, fallen fruit, standing water, leaks, dampness, faulty plumbing, roof issues, and similar conditions. Alley Cat may terminate warranty obligations to the extent Client fails to correct conditions that contribute to infestation or continued rodent activity.

Alley Cat does not cut open or remove walls as part of warranty service unless the approved scope says otherwise. If a rodent becomes trapped in a wall, Client is responsible for hiring a qualified contractor for wall cutting, demolition, or repair.

12. Warranty Opt-Out and Paid Return Visits

If the approved estimate, invoice, or scope addendum states that Client selected no warranty or Warranty Opt-Out, Alley Cat has no obligation to provide free re-service, follow-up visits, remediation, or corrective work after

completion, except for the thirty (30) day completion obligation for missed or incomplete approved-scope items described in Section 11 or as otherwise required by law. Requested return visits may be subject to Alley Cat's standard service charges.

If Alley Cat offers any paid extended warranty or subscription warranty, the term, price, renewal terms, cancellation rights, and any non-refundable payment terms must be stated in writing on the approved estimate, invoice, warranty document, or renewal notice.

13. Refund Policy

Except where required by law, refunds are generally not available after services are substantially complete. If Client reports a covered defect in writing within the applicable warranty period, Alley Cat's remedy is limited to the warranty remedy stated above. Prices based on square footage or field estimates are approximate and are not renegotiated after work is complete unless Alley Cat agrees in writing.

14. Chemicals and Hazards

Services may involve cleaning agents, deodorizers, sanitizers, microbicides, or other products. Safety data sheets or product information may be available at AlleyCatUSA.com/product-info or another link provided by Alley Cat. Client accepts ordinary risks from proper product use according to manufacturer guidance. Nothing in this section releases Alley Cat from liability for its own negligence, willful misconduct, or violation of law.

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15. Delay, Interruption, Cancellation, and Return Trips

Alley Cat is not responsible for delay or interruption caused by weather, force majeure, unsafe conditions, access failures, power failures, third-party delays, hidden conditions, or other causes outside Alley Cat's reasonable control.

If Client cancels or reschedules less than two (2) days before the scheduled start date or time, Alley Cat may charge a $495 late cancellation or reschedule fee to cover reserved labor, scheduling, and mobilization costs. If Client does not appear, does not provide required access, or Alley Cat mobilizes and cannot access the agreed work areas because of an access failure or unsafe condition within Client's control, Alley Cat may charge a $175 return-trip / mobilization fee per affected visit. These fees do not apply to a timely cancellation under a legally required right to cancel. After any non-waivable cancellation period expires, Alley Cat may apply the down payment/deposit to these fees and any other amounts properly due under this Agreement, but the deposit is not a separate automatic forfeiture or additional penalty.

16. Limitation of Liability

To the maximum extent allowed by law, Alley Cat will not be liable for anticipated profits, lost profits, loss of use, diminution in value, incidental damages, consequential damages, downstream losses, or indirect damages. Alley Cat's maximum liability for any loss or damage arising from the services is limited to the contract price paid by Client for the affected services. This limitation does not limit non-waivable rights under California law.

17. Dispute Resolution - American Arbitration Association

The parties will first try in good faith to resolve any dispute through direct communication. If the dispute is not resolved, either party may require binding arbitration administered by the American Arbitration Association (AAA). The AAA Consumer Arbitration Rules will apply if they are required for the dispute; otherwise, the AAA Commercial Arbitration Rules will apply. Arbitration will take place in Alameda County, California, unless AAA rules or applicable law require a different forum.

The arbitrator may award the same individual relief that a court could award, subject to this Agreement and applicable law. Fees and costs will be allocated as required by AAA rules and applicable law. Each party will bear its own attorneys' fees unless a contract, statute, rule, court, or arbitrator allows otherwise.

This arbitration clause does not prevent either party from filing a qualifying claim in small claims court. It also does not prevent Alley Cat from recording, enforcing, or releasing a mechanics lien, pursuing unpaid invoices or collections in a lawful forum, or seeking temporary or emergency relief from a court where allowed by law.

18. No Other Promises; Updates

The signed Service Agreement, approved estimate or invoice, scope addendum, these Full Service Terms, required notices, and signed change orders are the entire agreement for the job. No representative may make a

promise, warranty, guarantee, or change unless it is in a signed writing. Updated online terms apply only to new agreements signed after the update unless both parties agree otherwise in writing.

19. Governing Law and Severability

California law governs this Agreement. If any provision is found unenforceable, the rest of the Agreement remains in effect, and the unenforceable provision will be limited or revised to the minimum extent needed to make it enforceable