

## **TERMS & CONDITIONS**

THANKS FOR CHOOSING OUR SITE WHICH IS OWNED BY MARGINAL INVESTMENT GROUP INC A MINORITY WOMEN OWNED BUSINESS. WE ARE A RESIDENTIAL AND COMMERCIAL MEMBERSHIP CLEANING COMPANY ALSO SERVING NON-MEMBERS. HOUSE KEEPERS N ACTION (HKNA) SEEKS TO PROVIDE ACCESS TO HOUSE KEEPING SERVICES NEEDS TO GENERATE JOBS AND PROVIDE A PORTION OF OUR PROCEEDS TO A CHARITY FOR SENIOR AND/OR DISABLED CITIZENS IN THE COMMUNITY WHERE SERVICES ARE RENDERED.

## **AGREEMENTS**

HKNA HEREBY ENGAGES THE CONTRACTORS TO PROVIDE WORK. THE SERVICE TO BE PROVIDED BY CONTRACTOR WHICH SHALL BE A THIRD PARTY INDEPENDENT CONTRATOR AND THE THIRD PARTY HOME OWNER SHALL SEPARATELY NEGOTIATE THE PRICE TO BE CHARGED BY THE INDEPENDENT CONTRACTOR TO HOME OWNER.

## **TERMS & CONDITIONS**

TERMS GOVERN YOUR USE OF THIS SITE. ACCEPTANCE OF THESE TERMS OF USE ACCEPTANCES OF THESE PRIVACY POLICIES. CONSENT TO OTHER AGREEMENTS. OWNERSHIP OF SITE AND ITS CONTENT.

## **REFUND/CANCELLATION/EXCHANGES/WARRANTY**

ALL PAYMENTS ARE FINAL. NO EXCHANGES/WARRANTIES.

## **PAYMENT METHOD**

WEBSITE DOES NOT ACCEPT PAYMENT THROUGH THE WEBSITE. MAIL PAYMENTS; MAKE CHECK OR MONEY ORDER PAYABLE TO HOUSE KEEPERS N ACTION TO 3625 PADDOCK WAY QUARTZ HILLS, CA 93536

LOCATED AND PROCESSED IN THE UNITED STATES

## **MEMBERSHIP TERMS AND CONDITIONS**

ALL MEMBERS AND NON-MEMBERS AGREE THAT ON ANY RETURNED CHECK OR MONEY ORDER THERE WILL BE A FEE OF TWENTY-TWO DOLLARS (\$22.00) IN ADDITION TO A BANK CHARGE FOR INSUFFICIENT FUNDS.

**NON-MEMBERS MAY BE CHARGED A TRAVEL FEE ON DECLUTTER/ORGANIZATION QUOTES.**

BUSINESS CONTACT – MARGINAL INVESTMENT GROUP INC DBA HKNA  
WEBSITE ([HTTP://WWW.HOUSEKEEPERSINACTION.COM](http://www.housekeepersinaction.com))  
3625 PADDOCK WAY  
QUARTZ HILL, CA 93536  
PHONE (661) 878-8290  
EMAIL: [HOUSEKEEPERSN.ACTION@YAHOO.COM](mailto:HOUSEKEEPERSN.ACTION@YAHOO.COM)

TRADEMARKS, SERVICE MARKS & LOGOS APPEARING WITHIN THIS SITE, UNLESS OTHERWISE NOTED, ARE TRADEMARK (WHETHER REGISTERED OR NOT) SERVICE MARKS AND/OR TRADE DRESS OF MARGINAL INVESTMENT GROUP INC (HKNA MARKS) ALL OTHER TRADEMARKS, PRODUCT NAME, COMPANY NAME, LOGOS, SERVICE MARKS AND/OR TRADE DRESS MENTIONED, DISPLAYED, CITED OTHERWISE INDICATED WITHIN THIS SITE ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS.

YOU ARE NOT AUTHORIZED TO DISPLAY OR USE HKNA MARKS IN ANY MANNER WITHOUT OUR PRIOR WRITTEN PERMISSION OF SUCH OWNERS. THE USE OR MISUSE OF THE HKNA MARKS OR OTHER TRADE MARKS, PRODUCT NAME, COMPANY OR ANY OTHER MATERIAL CONTAINED HEREIN EXCEPT AS PERMITTED HEREIN IS EXPRESSLY PROHIBITED.

## **USE ACCEPTANCE OF TERMS**

A TERM OF USE APPLIES TO ALL USERS OF THIS SITE. BY USING THIS SITE YOU ARE AGREEING TO COMPLY WITH AND BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST NOT USE THIS SITE. THESE TERMS OF USE TOGETHER WITH OUR PRIVACY POLICY AND ANY PRIVACY NOTICES OR CLICK THROUGH AGREEMENT APPLICABLE TO YOU CONTAINS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN YOU AND MARGINAL INVESTMENT GROUP INC WITH RESPECT TO THIS SITE AND YOUR USE OF THIS SITE.

BY AGREEING TO THE TERMS OF USE YOU ARE AGREEING TO THE PRIVACY POLICY AND YOU ARE ACCEPTANCE OF OUR PRIVACY POLICY. AGREEMENT WILL SUPPLEMENT OR AMEND THESE TERMS OF USE, BUT ONLY WITH RESPECT TO THE MATTERS GOVERNED BY THE "CLICK – THROUGH AGREEMENT."

AGREEMENT WILL SUPPLEMENT OR AMEND THIS AND THESE TERMS OF USE, BUT ONLY WITH RESPECT TO THE MATTERS GOVERNED BY THE "CLICK" - THROUGH AGREEMENT:

#### **OWNERSHIP OF THIS SITE AND ITS CONTENT**

THIS SITE, INCLUDING ALL ITS CONTENTS ARE PROTECTED UNDER APPLICABLE INTELLECTUAL PROPERTY AND OTHER LAWS OF THE UNITED STATES AND OTHER COUNTRIES. ALL CONTENT AND INTELLECTUAL PROPERTY AND OTHER LAWS, INCLUDING WITHOUT LIMITATION, THE LAWS OF THE UNITED STATES AND OTHER COUNTRIES. ALL CONTENT AND INTELLECTUAL PROPERTY RIGHTS THEREIN ARE THE PROPERTY OF MARGINAL INVESTMENT GROUP INC OR THE MATERIAL IS INCLUDED WITH THE PERMISSION OF THE RIGHT OWNER AND IS PROTECTED PURSUANT TO APPLICABLE COPY RIGHTS AND TRADE MARK LAWS WHICH IS EXPRESSLY INCORPORATED HEREIN.

BY INSTALLING ANY THIRD PARTY APPLICATION YOU ARE AUTHORIZING SUCH THIRD PARTY APPLICATION TO PERFORM THE ACTION AND/OR SHARE WITH THE THIRD PARTY APPLICATION THE INFORMATION COMMUNICATED TO HKNA OR REQUESTED FROM HKNA AND/OR SHARE WITH THE THIRD PARTY APPLICATION THE INFORMATION COMMUNICATED TO HKNA ARE REGISTERED FROM HKNA IS GOING TO SEND THAT INFORMATION THROUGH THE THIRD PARTY APPLICATION WHICH GO THROUGH THE INTERNET. (MARGINAL INVESTMENT GROUP INC DBA HKNA) SHALL NOT BE HELD RESPONSIBLE FOR ANY DISSEMINATION AND/OR USE, MISUSE AND/OR DISCLOSURE OF THE USER'S INFORMATION THROUGH USE OF THIS SITE OR ANY THIRD PARTY APPLICATION.

#### **PRIVACY POLICY**

ALL OF INFORMATION PROVIDED TO US AS A RESULT OF YOUR USE OF THIS SITE WILL BE HANDLED IN ACCORDANCE WITH OUR PRIVACY POLICY TO THE EXTENT THERE ARE INCONSISTENCIES BETWEEN THESE TERMS, USE AND OUR PRIVACY POLICY, THESE TERMS OF USE CONTROL

#### **YOUR CONSENT TO OTHER AGREEMENT**

WHEN YOU SIGN UP TO USE A SPECIAL FEATURE OF THIS SITE, YOU MAY BE ASKED TO AGREE TO A SPECIAL TERM GOVERNING YOUR USE OF THE SPECIAL FEATURE. IN SUCH CASES, YOU MAY BE ASKED TO EXPRESSLY CONSENT TO THE SPECIAL TERMS, FOR EXAMPLE; BY CHECKING A BOX OR CLICKING ON A BUTTON MARKED "I AGREE" OR "ACCEPT". THIS TYPE OF AGREEMENT IS KNOWN AS A "CLICK THROUGH" AGREEMENT. IF ANY OF THE TERMS OF THE "CLICK-THROUGH" AGREEMENT IS DIFFERENT THAN THE TERMS OF THESE TERMS OF USE, THE TERMS OF THE "CLICK-THROUGH" PREVAILS.

#### **"CLICK-THROUGH" AGREEMENT**

AGREEMENT WILL SUPPLEMENT OR AMEND THIS TERMS OF USE, BUT ONLY WITH RESPECT TO THE MATTERS GOVERNED BY THE "CLICK-THROUGH" AGREEMENT."

#### **INDEMNIFY**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MARGINAL INVESTMENT GROUP INC DBA HKNA IT'S SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY LOSS LIABILITY, CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY'S FEES MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THIS SITE IN VIOLATION OF THESE TERMS OF USE AND/OR ARISING FROM BREACH OF THESE TERMS OF USE/OR ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES

THIS SITE CAUSES US TO BE LIABLE TO ANOTHER BY INSTALLING ANY THIRD PARTY APPLICATION, YOU ARE AUTHORIZING SUCH PARTY APPLICATION TO PERFORM THE ACTION AND/OR SHARE WITH THE THIRD PARTY APPLICATION THE INFORMATION COMMUNICATED TO HKNA OR REQUESTED FROM HKNA TO PERFORM THE ACTION AND/OR SHARE WITH THE THIRD PARTY APPLICATION THE INFORMATION COMMUNICATED TO HKNA OR REQUESTED FROM HKNA IS GOING TO SEND THAT INFORMATION THROUGH THE THIRD PARTY APPLICATION WILL GO THROUGH THE INTERNET. (MARGINAL INVESTMENT GROUP INC DBA HKNA) SHALL NOT BE HELD RESPONSIBLE FOR ANY DISSEMINATION, MISUSE, AND/OR DISCLOSURE OF THE USER INFORMATION THROUGH USE OF THIS OR ANY THIRD PARTY APPLICATION.

THESE TERMS OF USE TOGETHER WITH OUR PRIVACY POLICY AND ANY PRIVACY NOTICES OR CLICK THROUGH AGREEMENT APPLICABLE TO YOU CONTAIN THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN YOU AND MARGINAL INVESTMENT GROUP INC WITH RESPECT TO THIS SITE AND YOUR USE OF THIS SITE.

#### **GOVERNING LAW/JURISDICTION**

THESE TERMS IF USED WILL BE GOVERNED UNDER THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARDS TO ITS CONFLICTS OF LAW PROVISIONS. TERMS OF USE WILL BE VENUED EXCLUSIVELY IN STATE OR FEDERAL COURT IN CALIFORNIA. YOU ARE HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SAID COURTS FOR ALL SUCH PURPOSES. HOWEVER, WILL RETAIN THE RIGHT TO BRING LEGAL PROCEEDINGS IN ANY JURISDICTION WHERE WE BELIEVE THAT INFRINGEMENT OF ACT.

#### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENT, SUPPLIERS, LICENSOR'S AND SERVICE PROVIDERS AND THIRD PARTY INDEPENDENT CONTRACTORS EXCLUDE AND DISCLAIM LIABILITY ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWEVER ARISING INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF DAMAGES TO PROPERTY; CLAIMS BY THIRD PARTY; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES DAILY BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHEATHER THE ALLEDGED LIABILITY IS BASED ON CONTRACT TORT (INCLUDING NEGLIGENCE). STRICT LIABILITY OR ANY OTHER BASIS, IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE, FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00)

#### **TERMS OF USE MAY CHANGE**

THESE TERMS OF USE ARE CURRENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE. MARGINAL INVESTMENT Goup INC RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE FROM TIME TO TIME CONSISTANT WITH APPLICABLE LAWS AND PRINCIPLES. THESE CHANGES WILL BE EFFECTIVE AS OF THE DATE WE POSTED THE REVISED VERSION ON THIS SITE. YOUR CONTINUED USE OF THIS SITE AFTER WE HAVE POSTED THE REVISED TERMS OF USE WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY THE REVISED TERMS OF USE. IF AT ANY TIME YOU DO NOT AGREE DO NOT USE THIS SITE.

#### **DISCLAIMERS**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT OR ANY PRODUCT OR SERVICE AVAILABLE ON/OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT ARE PROVIDED ON "AS-IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, MARGINAL INVESTMENT GROUP INC, ITS AFFILIATES AND SERVICE PROVIDERS.

WE DO PRE-SCREENINGS ASSESSMENTS ON OUR EMPLOYEES, INDEPENDENT CONTRACTORS AND LEAD/SERVICE PROVIDERS.