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Terms and Conditions of Service

This is an agreement between you and Glass City Curb Assistant, LLC (and its affiliates, “Glass City Curb Assistant”, “Curb Assist” or “we”). Before using Glass City Curb Assistant, please read these Glass City Curb Assistant Terms and Conditions of Service, the Glass City Curb Assistant Privacy Notice, the Glass City Curb Assistant Recurring Payment Terms and Conditions, and the other applicable rules, policies, and terms posted on the Glass City Curb Assistant website (collectively, this “Agreement”). By using Glass City Curb Assistant, you agree to be bound by the terms of this Agreement. If you do not accept the terms of this Agreement, then you may not use Glass City Curb Assistant.

You agree to have contracted with Glass City Curb Assistant, LLC to perform the service of taking out and returning your waste and recycling cans at the address specified. You agree that this is a monthly Service Contract and you agree to pay Glass City Curb Assistant monthly in advance of the services to be provided for that month.

For the purposes of these Glass City Curb Assistant Terms and Conditions of Service:

“Glass City Curb Assistant” means Glass City Curb Assistant bin management service and other related services.

“Software” means all software (including any updates or new versions), and any related documentation, that we make available to you for use in connection with Glass City Curb Assistant.

“Helpers” means persons employed or contracted by Glass City Curb Assistant, LLC to provide Glass City Curb Assistants bin management service.

Property Access and Liability. By submitting your service subscription request, you are authorizing Glass City Curb Assistant and its helpers to access your property (or other location) that you designate for the purpose of taking out and returning your waste and recycling cans.

1. **Customer Authorization:** By subscribing to Glass City Curb Assistant, the customer grants the Glass City Curb Assistant permission to enter the property as necessary to perform bin placement and retrieval services.
2. **Safe and Unobstructed Access:** The customer is responsible for ensuring safe, unobstructed access to bins. This includes keeping pathways clear of vehicles, locked gates, pets, or other obstructions that may impede service.
3. **Inclement Weather and Hazardous Conditions:** If access to the property is deemed unsafe due to weather, poor lighting, or hazardous conditions (e.g., ice, unstable surfaces), the Glass City Curb Assistant reserves the right to withhold service for that collection cycle without refund or credit.



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4. **Damage to Property:** The Glass City Curb Assistant will take reasonable precautions to prevent damage while accessing the property. However, the Glass City Curb Assistant shall not be liable for damage resulting from pre-existing conditions, unsafe access routes, or obstacles outside of the Glass City Curb Assistant's control.
5. **Customer Responsibility for Repairs:** If the Glass City Curb Assistant's normal operations are hindered by property-related issues (e.g., broken gates, unstable walkways), it is the customer's responsibility to address such issues. Continued service may be refused until the issue is resolved.

Service. Glass City Curb Assistant or its helpers will take out your waste and/or recycling cans the day prior to your designated trash day. After your waste and/or recycling items have been picked-up, Glass City Curb Assistant will return your cans to the original storage location. You agree that for a flat monthly fee Glass City Curb Assistant will take out and return 1 waste bin and 1 recycling bin per week for 1 calendar month.

Customer-Initiated Changes to Service.

1. **Notification Requirement:** Customers must notify Glass City Curb Assistant least 7 business days in advance of any requested changes to their service, including but not limited to temporary suspensions, address changes, or modifications to bin handling preferences.
2. **Service Suspension or Hold:** Customers may request a temporary hold on service for a period not exceeding 3 weeks. Service holds must be requested in writing, and billing adjustments, if applicable, will be determined at the sole discretion of the Glass City Curb Assistant.
3. **Permanent Service Changes:** Requests for permanent changes, including cancellations, must be submitted in accordance with the Glass City Curb Assistant's cancellation policy.
4. **Responsibility for Accuracy:** Customers are responsible for ensuring that all change requests are accurate and timely. The Glass City Curb Assistant is not liable for disruptions caused by delayed or incorrect customer-provided information.
5. **Service Adjustments:** The Glass City Curb Assistant reserves the right to approve, deny, or modify customer requests based on operational feasibility.

Bin Access and Customer Responsibilities. You must ensure Glass City Curb Assistant or its helpers have access to your waste and recycling bin on the scheduled service day, including: gate entry codes, lock combinations, security guard verification, and pets relocated from storage areas.

1. **Customer Responsibility for Access:** Customers must ensure that bins are accessible for placement and retrieval at the designated times. Bins must not be blocked by vehicles, fences, locked gates, or other obstructions that prevent service.



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2. **Weather and Environmental Factors:** Customers are responsible for clearing snow, ice, or other debris that may obstruct bin access. The Glass City Curb Assistant is not obligated to move bins in unsafe conditions.
3. **Missed Service Due to Inaccessibility:** If bins are inaccessible at the time of service, the Glass City Curb Assistant will make one reasonable attempt to notify the customer. If access issues are not resolved, service for that collection cycle will be forfeited without refund or credit.
4. **Alternative Access Arrangements:** If a customer anticipates access issues, they must notify the Glass City Curb Assistant in advance to discuss alternative solutions. Approval of alternative arrangements is at the sole discretion of the Glass City Curb Assistant.
5. **Property Damage Liability:** The Glass City Curb Assistant will exercise reasonable care when accessing bins but shall not be liable for damage to property caused by pre-existing conditions, unsafe placement areas, or obstacles beyond the Glass City Curb Assistant's control.

Service Disruptions Due to Refuse Provider Issues. Glass City Curb Assistant shall not be held responsible for missed or incomplete bin placement or retrieval services resulting from disruptions caused by the refuse collection provider, including but not limited to delayed pickups, strikes, weather-related cancellations, or changes in collection schedules. In the event of such disruptions:

1. Glass City Curb Assistant will make reasonable efforts to adjust service timing in response to the refuse provider's schedule changes, when feasible.
2. If the refuse provider fails to collect refuse on the designated pickup day, the Glass City Curb Assistant is not obligated to return bins to the customer's property until the next scheduled collection attempt unless otherwise agreed upon.
3. Customers are responsible for notifying the Glass City Curb Assistant of known changes or disruptions in collection schedules that may impact bin placement or retrieval.
4. No refunds or service credits shall be issued for service interruptions beyond the Glass City Curb Assistant's control.

Pets. The homeowner/resident is responsible to contain and restrain their pets.

Vehicles. Glass City Curb Assistant will make every effort to place your waste bin and recycling bin with great care to a curbside location for city pick-up. In the event, that your vehicle or any other vehicles hits or knocks over your waste or recycling Glass City Curb Assistant will not be held responsible in any way for any damage to the vehicle or cans.



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Safety Issues: The homeowner/resident is responsible to maintain code compliance with the city on issues such as fencing and gates, backwash/waste lines and all other applicable safety issues.

Pricing. You agree to pay Glass City Curb Assistant the current monthly recurring service fee plus applicable sales taxes. As of March 31, 2025, the monthly base service fee is \$39.95 plus applicable sales taxes. Glass City Curb Assistant reserves the right to increase or decrease the monthly service fee at any time and at its sole discretion.

Change in Price. Although Glass City Curb Assistant makes every effort to remain as competitive as possible and offer the most reasonable prices, some cost increases to the service provided may be beyond our control. In the event that Glass City Curb Assistant changes the monthly service fee, Glass City Curb Assistant will provide you 2 months written notice of any change. As always you have option to cancel at any time if you do not agree with the change in price. If you choose not to cancel, you will be billed and charged the new recurring monthly service fee.

Billing. Service is billed at the beginning of each month and is billed on a recurring monthly basis to insure uninterrupted service. Unless a specific request is made to cancel the service, billing will continue on a recurring monthly basis.

Applicable sales tax. All applicable local, State, and/or Federal taxes will be added to the current recurring monthly service fee.

Payment Terms. By accepting these terms and conditions you are electing to enroll in the Glass City Curb Assistant Payment Plan and agree to the Glass City Curb Assistant Recurring Payment Terms and Conditions. You hereby authorize Glass City Curb Assistant to bill and charge the Payment Method and its associated Payment Account that you have specified according to the Payment Plan you have selected. Your Glass City Curb Assistant bin service will automatically renew at the end of each period selected in your Payment Plan (either monthly, or Quarterly (every 3 months), or Semi-annually (6 months), or Annually (12 months). Glass City Curb Assistant will automatically charge the full amount of Payment to your Payment Method each time your service renews, unless you cancel according to these terms and conditions.

Cancellation. Service may be cancelled at will by either party with 1-month advance notice except in circumstance where special volume pricing has been granted. Cancellation must be done in writing at help@glasscitycurbassistant.com. Service is billed at a monthly price and no partial credit or refund will be made. Special volume pricing requires a minimum of 3 months advance notice of cancellation.

Customer Satisfaction: Our goal is your complete satisfaction. In the event, that a job is not satisfactorily completed, it is the customer's responsibility to notify Glass City Curb Assistant within 7 days, (preferably sooner), so that we can look into the matter and resolve it quickly to your satisfaction.



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Changes to Glass City Curb Assistant. We may change, suspend, limit, or discontinue Glass City Curb Assistant, or any part of it, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the Glass City Curb Assistant website. Your continued use of Glass City Curb Assistant after the effective date of the revised Agreement constitutes your acceptance of the terms.

Contact Information. For help with Glass City Curb Assistant or resolving other issues, please contact Customer Service at (419) 930-6613 or [*help@glasscitycurbassistant.com*](mailto:help@glasscitycurbassistant.com)

Short-Term Rental Liability Clause for HOA Fines. If the property signed up for service is designated for short-term rental use by the owner and not a primary residence, Glass City Curb Assistant shall not be held liable for any notices, fines, or penalties issued by the Homeowner Association (HOA) related to the improper use, placement, or management of trash cans. The Customer assumes full responsibility for adhering to all HOA rules and regulations regarding trash cans and agrees to indemnify and hold Glass City Curb Assistant harmless from any resulting consequences.

Disputes/Binding Arbitration. Any dispute or claim arising from or relating to this Agreement or Glass City Curb Assistant is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability, and all other terms in the Glass City Curb Assistant Conditions of Use. By using Glass City Curb Assistant, you agree to be bound by those terms.

Disclaimer. Under the terms of this agreement, Glass City Curb Assistant will not be held responsible for any damage to your waste or recycling cans. Furthermore, Glass City Curb Assistant shall not be responsible for any damage to property due to acts of nature, fire, vandalism, misuse, or abuse. Glass City Curb Assistant will not be held responsible for any damage caused to vehicles that may back-up or hit your waste or recycling cans in any way.



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Recurring Payments Terms & Conditions

By accepting these terms and conditions through your election to enroll in the Payment Plan selected by you, you hereby authorize Glass City Curb Assistant to bill and charge the Payment Method and its associated Payment Account that you have specified according to the Payment Plan you have selected.

Your Glass City Curb Assistant bin service will automatically renew at the end of each period selected in your Payment Plan (either monthly, every 6 months or every 12 months). Glass City Curb Assistant will automatically charge the full amount of Payment to your Payment Method each time your service renews, unless you cancel according to the terms and conditions stated below.

Payments, Payment Account and Payment Method. You agree that the Payment Method specified by you for automatic Payments to Glass City Curb Assistant is, and will continue to be, an account that you own, and that you will maintain sufficient availability under your credit card limit, or sufficient funds in the account linked to your debit card or other mode of payment, as applicable, to make your Payments. The automatic charge to your Payment Method will occur on the Billing Date of the month(s) of payment according to your Payment Plan. In addition, Glass City Curb Assistant may subscribe to an account updater service, which may be supported by your Payment Method issuer, such as your credit card provider or bank. If your Payment Account number or Payment Account expiration date changes, you understand and agree that your Payment Method issuer may notify Glass City Curb Assistant of such changes in order for Glass City Curb Assistant to update your Payment Account information on file and charge automatic Payments to your new Payment Account information.

Automatic Renewal. Your service will continue for the length of the initial term you selected for your Payment Plan and at the end of your Payment Plan term, it will automatically renew for additional prepaid periods of the same length unless you choose to cancel prior to that renewal, or your Glass City Curb Assistant bin service is cancelled, terminated, or discontinued by you or by Glass City Curb Assistant. Your Payment Method will automatically be charged at the rates in effect at the time of renewal.

Notification of Payments. With the exception of a confirmation email sent to you from Glass City Curb Assistant confirming your selected Payment Plan, you may not receive any receipt of payment emails to your Email Account notifying you that a Payment has been made under the Payment Plan. Such confirmation email may be your only notification from Glass City Curb Assistant regarding your Payments under the Payment Plan. You understand and agree that Glass City Curb Assistant may not provide you with advance notification before a Payment is charged to your Payment Method.

Current Information. It is your responsibility to make sure that your Payment Method information and Email Account information are current at all times during the term of the Payment Plan.

Payment Method Declined. If any Payment charged to your Payment Method is declined, you authorize Glass City Curb Assistant to make additional attempts each day for up to twenty (20) consecutive days



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thereafter to successfully charge your Payment Method, if possible, under such Payment Method. If Glass City Curb Assistant is unable to successfully charge your Payment Method after such time and you have a recurring Payment Plan, you authorize Glass City Curb Assistant to reattempt Payment Method authorization as stated herein for two (2) additional consecutive months.

Cancellation. Cancellation of your Glass City Curb Assistant service shall be effective at the time of cancellation. Cancellation of your Glass City Curb Assistant bin service must be made on a Business Day and more than 1 month before the Billing Date, except in the case of special volume pricing, or your Payment Method will be charged for the then due Payment. Special volume pricing requires a minimum of 3 months advance notice of cancellation. If you cancel your enrollment for recurring Payments on a monthly Payment Plan, and you wish to remain a part of the Glass City Curb Assistant service, you will be responsible for taking the appropriate action to pay the appropriate bin service fees for the next month on or before the end of each month. Cancellation fees may apply if you cancel your Glass City Curb Assistant bin service prior to the end of any minimum commitment period. Glass City Curb Assistant reserves the right to waive any cancellation fee, in whole or in part, at its discretion. Glass City Curb Assistant's failure to enforce a cancellation fee or any other provisions of these Terms and Conditions shall not be construed as a waiver of the right to assert any such terms on any future occasion.



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Messaging Terms & Conditions

General

When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from Glass City Curb Assistant for Glass City Curb Assistant. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate. Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with Glass City Curb Assistant. Glass City Curb Assistant reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. Glass City Curb Assistant also reserves the right to change the short code or phone number where messages are sent. Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Your wireless provider is not liable for delayed or undelivered messages. Your consent to receive marketing messages is not a condition of purchase.

Carriers

Carriers are not liable for delayed or undelivered messages.

Cancellation

You can cancel any time by texting "STOP". After you send the SMS message "STOP", we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from Glass City Curb Assistant again, just sign up as you did the first time and Glass City Curb Assistant will start sending messages to you again.

Info

Text "HELP" at any time and we will respond with instructions on how to unsubscribe. For support regarding our services, email us at [**help@GlassCityCurbAssistant.com**](mailto:help@GlassCityCurbAssistant.com).

Transfer of Number

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply "STOP" from the original number or notify us of your old number at [**help@GlassCityCurbAssistant.com**](mailto:help@GlassCityCurbAssistant.com). The duty to inform us based on the above events is a condition of using this service to receive messages.



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Privacy

If you have any questions about your data or our privacy practices, please see our Terms and Conditions above.

Messaging Terms Changes

We reserve the right to change or terminate our messaging program at any time. We also reserve the right to update these Messaging Terms at any time. Such changes will be effective immediately upon posting. Your continued enrollment following such changes shall constitute your acceptance of such changes.