



## Terms of Service

To ensure the quality of your experience, we have set up our terms of service for our mutual benefit. If you violate these terms it will mean you've broken the terms of service, which may result in us terminating our working relationship. Before taking that final step, Help Me Rhonda Concierge, hereinafter referred to as HMRC and your helper will try to work with you to ensure that everything goes smoothly, regardless of the situation.

**Overview.** Help Me Rhonda Concierge ("HMRC", "us", "we", or "our") is the owner and operator of Help Me Rhonda Concierge, LLC ("company", "business"), [www.helpmerhondaconcierge.com](http://www.helpmerhondaconcierge.com) and [www.hmrconcierge.com](http://www.hmrconcierge.com) ("website"). Our goal is to help professionals double up on their time by taking care of their to-do lists. Help Me Rhonda Concierge provides clients with white glove personal assistance. No project is too big or too small- we handle everyday to-do list items and long-term projects. There is no limit to what we can do. The following explains our Terms and Conditions of Use ("Terms"). Please carefully read these Terms before using our services. By accessing or using our website, data, accounts, content, materials, information or services, including any subscription feature of or through our website, you ("client", "customer", "you", or "your") expressly agree to be bound by our Terms.

We encourage you to regularly review these Terms as they may change from time to time.

**Modifications.** HMRC reserves the right, in its sole discretion, to modify these Terms, and any other documents incorporated by reference herein, at any time and without prior notice. We will notify you of changes by posting on the website or sending you an email. Amendments will become effective thirty (30) days after they are posted on the Platform or sent to you by email. Your use of our services after the expiration of the thirty (30) days shall constitute your consent to the changes. If you do not agree, you may not access or use our website or services.

**Acceptance of Terms and Conditions of Use.** Your use of our Services constitutes your acceptance of the Terms set forth below and our Privacy Policy, which can be found on

our Website. If you do not agree with our Terms or Privacy Policy, we will be unable to provide you with Services.

**Locations.** We are based in Washington, D.C. and have offices in Los Angeles, California.

**No End Runs.** Any agreement or attempted agreement between client and a helper, in connection with a service contract, requiring that payment be made outside of HMRC shall constitute a material breach of this agreement and all contracts and services are subject to cancellation without refund.

**Concierge Requests.** Each concierge request (task or projects) must be submitted by either phone, email or through the HMRC web site.

If you believe your task could have been handled better or more accurately, please contact the HMRC office at (909) 565-8788 or email [help@hmrconciierge.com](mailto:help@hmrconciierge.com).

**Consultations and in-person Interviews.** There is a charge of one hour per consultation and/or in-person interview.

Sometimes requests for certain projects require an expert third-party vendor. HMRC and your helper will explain costs associated with all third-party services in advance. The choice to continue with the project, and the financial responsibility for third-party services, are solely the customer's.

**Services.** HMRC agrees to provide, and you agree to pay for, the services you request. All services are accepted upon delivery. HMRC reserves the right to refuse certain service requests for any reason and will not perform any requests which, in our sole discretion, are illegal, unethical, immoral, or would impose an excessive or unreasonable demand on our resources. Your reasonable cooperation is also required to enable delivery of services requested by you.

**Referrals.** As a convenience, HMRC may, from time to time, refer clients to accountants, lawyers, contractors, website developers, and other third parties with whom it has referral relationships. While HMRC considers these persons trusted vendors and believes that they will provide a good quality of service, we will not be responsible or liable for their products, services, acts or omissions, including by reason of making the recommendation or referral. You agree to handle all disputes directly with such third parties and to hold HMRC, its members, and employees harmless from any claims or losses. However, if you have an adverse experience with a third party, please notify us so that we may, in our discretion, contact the third party on your behalf and/or remove it from our list of trusted vendors.

**Fees.** All services conducted are hourly unless a price has been set on HMRC's pricelist or a previous written arrangement has been made. Clients are billed in increments of

ten (10) minutes. Any additional costs, such as purchases made on behalf of the client or for client projects, must be reimbursed by the client. Helpers can provide receipts for all purchases. Helpers must obtain approval for purchases by the client. During delivery or transportation services the client is responsible for all tolls incurred. After the first twenty (20) miles there is a fee of \$0.32 per mile per service.

IF YOU PROVIDE HMRC WITH CREDIT CARD, DEBIT CARD, OR BANK ACCOUNT INFORMATION, YOU AUTHORIZE HMRC TO USE SUCH PAYMENT METHOD TO AUTOMATICALLY CHARGE YOU ON A RECURRING BASIS TO COLLECT ALL FEES DUE HEREUNDER. YOU REPRESENT THAT YOU ARE AUTHORIZED TO INCUR SUCH CHARGES AND PAY FOR THEM USING THE PAYMENT METHOD YOU PROVIDE. YOU MAY NOT SUBSTITUTE A DIFFERENT FORM OF PAYMENT UNLESS ALL AMOUNTS DUE HEREUNDER HAVE BEEN PAID IN FULL OR UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING.

**Purchases.** There is a 10% costs of goods sold tax added to each purchased made with HMRC's assets. To avoid this tax you may provide your helper with sufficient funds prior to sending him or her on the errand or have a credit or debit card on file.

**Minimum hours.** The minimum billable time for any in-home service is two (2) hours. The minimum billable time for out-of-home errands, such as picking up dry cleaning or virtual assistance, is one (1) hour.

**Travel.** For travel within the DC metro area but outside of DC proper there is a fee after twenty (20) miles, see 'Fees' section. The service time begins once the helper travels beyond Arlington (for Virginia services) and beyond Bethesda (for Maryland services).

**Long distance travel.** When a helper is required to travel with or for the client there is a minimum of 6 billable hours. Any additional work will be billed at the normal rate. Long distance travel is defined as leaving the DC metro area.

**Cancellations.** If a client cancels an appointment less than 24 hours in advance of scheduled appointment there is a cancellation fee of \$50.00. If the client cancels an appointment that requires travel and consists of multiple sequential days with less than (three) 3 days notice there is a cancellation fee of \$150.00. Those with packages will relinquish 2 hours of their remaining monthly hours if a cancellation is made with less than 24 hours notice.

**Retainer.** HMRC offers reduced rate packages. These packages consist of 20 hours at the rate of \$25.00 per hour totaling \$500 per month for general personal assistant services and \$30.00 per hour for relocation services. The work hours can be completed by any of HMRC's helpers. This package fee is due at the beginning of each month of service. There are no refunds on unused hours. If a package client uses more than 20 hours the

client will be billed at the discounted rate for each subsequent hour in the month that the package was purchased. Package hours do not roll over into other months.

**Confidentiality.** HMRC believes in maintaining trust and confidence in client relationships. All information received by HMRC in relation you shall remain confidential and, except as required by law, HMRC shall not, without your prior written consent, disclose or divulge to any third party any information of any nature whatsoever in relation to you. Except as required pursuant to Applicable Laws, HMRC agrees not to disclose or to use, directly or indirectly, any proprietary or confidential data, trade secrets or other information relating to you or your affairs which may be disclosed to, or become known by, HMRC and its contractors in connection with HMRC's performance of this Agreement.

**Payment.** All payment is due when services are rendered. In the event we do not receive payment within fifteen (15) days, or if a check bounces, or there is a reversal of charges on your payment card, we may immediately terminate this service agreement, stop performing the services, and charge you for any costs or fees we incur. Any unpaid invoiced amounts be charged a 20% fee on the unpaid amount and will bear interest at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is greater. If HMRC is required to bring a collection action to recover unpaid amounts and prevails in such action, we will also be entitled to recover our costs of collection, including attorney fees and court costs. We accept credit card, check, PayPal and cash as forms of payment. Credit card payments are subject to a 2.9% fee. If a check is returned due to insufficient funds or cancellation the client is responsible to pay the amount due plus any fees HMRC has incurred due to the payment being returned.

**Late fees.** A late fee will be assessed on all invoices not paid within fifteen (15) days. The late fee is 20% of the total overdue balance.

**Warranty.** There is no warranty on any of the information, tasks, or projects your helper completes for you. We will do our best to provide the most accurate, most effective information and/or service available. However, if our best efforts produce information or results that are incorrect, HMRC will not be held liable for inaccuracies or the results of transactions based on the information.

**Limitation of Liability.** WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS, REVENUE, OPPORTUNITIES OR DATA, IN CONNECTION WITH THIS SERVICES AGREEMENT. YOUR MAXIMUM DIRECT DAMAGES RECOVERABLE IN CONNECTION WITH THIS SERVICES AGREEMENT OR THE SERVICES WILL BE LIMITED TO ANY FEES PAID TO US FOR THE SERVICES WHICH ARE THE SUBJECT OF YOUR ACTION OR PROCEEDING.

**Termination of Service**

We here at HMRC reserve the right to terminate the service of a client at any time – for any reason. That means that rarely, and under extreme circumstances, we may end our relationship with a client for any number of reasons, including but not limited to the following:

**A.** If the client is abusive to his/her helper or any other HMRC team member.

**B.** If the client has made a material breach of contract as described in these terms of service.

**C.** If the client is found to have caused HMRC, its agents, officers, employees, independent contractors, or third-party vendors to engage in illegal or unethical behaviors.

**Term.** This agreement is valid throughout the working relationship between the client and HMRC. All amendments must be made in writing.