

PRIVACY POLICY

Introduction

Splash Car Wash respects your privacy and is committed to protecting it through our compliance with this Privacy Policy.

This policy describes the types of information we may collect from you or that you may provide when you visit our website (www.splashcarwashpa.com), our payment portal, our car wash locations, in email, text, SMS, our social media accounts, and other electronic messages. This policy describes our practices for collecting, using, maintaining, protecting, and disclosing information. Your participation in our Services are voluntary. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using our Services, you agree to this policy. This policy may change from time to time. Your continued use of our Services after we make changes is deemed to be acceptance of those changes.

General Principles

Generally, Splash Car Wash will be guided by the following principles when processing personal data:

1. We will not use personal data for purposes other than that for which the data was collected, except as stated herein, or with prior consent;
2. We will not transfer personal data to third parties or across borders, except as stated herein, or with prior consent;
3. We will seek to verify and/or update personal data periodically, and we will accept requests for amendments of personal data;
4. Sharing excludes text messaging originator opt-in data and consent; this information will not be shared with any third parties.
5. We will apply high technical standards to make our processing of personal data secure.

Intended Audience

This website is intended for use only by people in the United States. If you reside outside the United States, please discontinue use.

Minimum Age

Our services are not intended for children under the age of 13. Splash Car Wash does not knowingly collect or maintain personally identifiable information from persons under 13 years of age, and no part of the Service is directed at persons under 13. If you are under 13 years of age, then please do not use the Service. If Splash Car Wash learns that personally identifiable information of persons less than 13 years of age has been collected without verifiable parental consent, then Splash Car Wash will take the appropriate steps to delete this information. To make such a request, please contact us at info@splashcarwashpa.com.

Information we collect about you

We collect several types of information from and about users of our Services including that by which you may be personally identified such as name, postal address, e-mail address, telephone number or any other information our Services collect that is defined as personal or personally identifiable under an applicable law. This may include:

- Information provided by filling in forms supplied on our website or payment portal. This includes information provided on or through our Services at the time of purchasing online, signing up for newsletters, posting material, making an inquiry, purchasing a gift card, updating your credit card information, changing wash plans, submitting feedback, using our location finder or requesting any other information or services.
- Information provided when you submit a physical membership brochure at a car wash site such as name, postal address, e-mail address, telephone number, and vehicle information including make, model, color, and year.
- Details of transactions you carry out through our Services and fulfillment of your orders. You may be required to provide credit card or other financial information before placing an order through our Services.
- Information provided when you enter a contest or promotion sponsored by us.
- Social media identification, if you use single sign-on or otherwise engage with our social media channels.

- Information when you report a problem such as submit a claim for damages.
- Records and copies of your correspondence when you contact us.

We may also collect information that is about you individually, but not personally identifiable such as:

- Location information including locations you visited, and longitude and latitude when location-based services are enabled.
- Communication preferences and other optional questions about your membership, purchase behavior and preferences.
- Your preferences regarding our services such as: frequency of wash, package type, location usage, or other information.

Information we collect through automated technologies

The information we collect is generally statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties in order to deliver you a more personalized experience.

Data Collected

Information about your computer

Splash Car Wash collects information such as IP address, operating system and browser type for the purposes of system administration, to report aggregate information to its business partners, and to audit the use of the Website. We can and will use IP addresses to identify a user and to gather broad demographic information. We may also use these technologies to collect information about your online activities across time and third-party websites or apps. Please review each service prior to use and only use those that disclose information you are comfortable with sharing.

Use of Cookies

Cookies are pieces of information that a website transfers to a visitor's hard drive for record-keeping purposes. A cookie may tell us whether you have visited the Website before and what pages on the Website you have viewed. The cookies we use do not collect any personal information about you, provide us with any way to contact you, or extract any information from your computer; they are set to expire after thirty minutes of inactivity. Although most web browsers are set to accept cookies automatically, you can usually

change your browser to notify you whenever a website attempts to transfer a cookie to your hard drive or to reject cookies automatically. Consult your browser's Help Screen file for more information. You may occasionally receive cookies from our advertisers. Splash Car Wash does not control these cookies and they are not subject to this privacy policy. Please consult our advertisers' own privacy policies to learn how they collect and use information.

Web beacons or tracking pixels

Our web services and communications may contain small electronic files called web beacons. These files may also be called clear gifs, pixel tags and single-pixel gifs. These files allow us to collect data about the services or communications for statistical purposes and verifying system accuracy.

We may tie this information to personal information about you that we collect from other sources you provide to us, such as those listed above.

Links to Other Sites

Other websites may link to Splash Car Wash and we may link to other websites which we think may be of interest to our visitors. Splash Car Wash is not responsible for the content of these sites and is not able to control the information that is contained or collected on them. Third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Services. We may use this information to provide you with interest-based advertising or other targeted content.

Children should always check with a parent or legal guardian before linking to any new sites. Please refer to the privacy policies on these sites to learn how they collect and use information.

Opt-out

If you would prefer not to receive direct communications with regard to our products and/or services, you may opt-out by following the directions on the bottom of our e-mails to you. Alternately, you may contact us by writing at:

Splash Car Wash
75 E Bridge St, Spring City, PA 19475

Review and Correction of Your Information

If, for any reason, you are concerned that the personal information about you that is maintained by Splash Car Wash is incorrect, you may update your personal information on our website or by contacting us in writing at the address listed above. We may continue to retain your personal information in our files due to technical and legal requirements, constraints related to the security, integrity, and operation of the Websites or to resolve disputes.

Disclosure of your information

The personal information collected by us may be shared with any of our affiliated companies. These companies are bound by an obligation to keep personal information confidential and use it only for the purposes for which we disclose it to them, but we cannot guarantee that will occur. Splash Car Wash may share personally identifiable, anonymous, or aggregate data with its partners and advertisers. Splash Car Wash will not sell or rent your personally identifiable information to third parties without your explicit consent.

Data Security

We have put in place physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information we collect online and at our physical locations. Payment transactions are encrypted. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while Splash Car Wash strives to protect your personal information, Splash Car Wash cannot ensure or warrant the security of any information you transmit to us. Any transmission of personal data is at your own risk. We are not responsible for circumvention of privacy settings or security measures of our services.

Transfer of Personal data to Third Parties and/or Other Countries

As a general principle, we process personal data to facilitate or improve Splash Car Wash offerings and services to you.

We do not process personal data on behalf of third parties, nor do we sell personal data to, or share personal data with, third parties for their own, independent use, except if you allow us to do so.

We also use third party data hosting companies to store personal data collected by us in their servers, and to do data validation checks for us. All data transfers to third party vendors or partners, including those listed as examples above will be subject to a written contract between us and the third party vendor or partner in question, and the vendor or partner will not have any authority to use such personal data for any purpose other than as instructed by us.

We will disclose personal data when legally obligated to do so under subpoena or court order, or for law enforcement purposes.

Personal Data Collected Online from Children Under the Age of 13

When a child under the age of 13 (or such higher age as may be determined by local law; in the following, the age 13 is used as the common denominator for easy reference) contacts Splash Car Wash online, we will instruct that child to engage a parent or legal guardian so that the parent or legal guardian may register themselves and the child.

As a parent or guardian of a child under the age of 13 from whom we have collected personal data, you have the right to review and delete such personal data.

We cannot and will not establish conditions that will require or encourage children to disclose personal data over and above what is reasonably necessary to participate in any activity features on our web site.

Miscellaneous

Splash Car Wash may amend this policy at any time. We may need to change its data processing and privacy policy from time to time to keep up with the ways in which we collect, use, transfer, store and/or delete personal data. If policy changes are made, which would materially and adversely affect the privacy of individuals to whom this policy applies, we will endeavor to give notice of such changes to all individuals concerned. We encourage you to periodically review this page for new information.

Contact Us

If you have questions or wish to send us comments about this Privacy Policy, please send an e-mail with your questions or comments to info@splashcarwashpa.com.

Website Terms and Conditions

Please read the Terms and Conditions (Terms of Use, or Terms) carefully before you use the website. By using the website, you accept and agree to the Terms of Use and our Privacy Policy. If you do not agree, you must not access our website. This website is offered for those who are 13 years of age and older and reside within the United States. By using this website, you represent and warrant that you meet all the eligibility requirements. If you do not meet the foregoing eligibility requirements, you must not access or use the website. These terms and conditions permit you to use the website for your personal, non-commercial use only.

Changes to the Terms and Conditions:

Splash Car Wash may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions to which you are bound.

Intellectual Property Rights:

You should assume that everything you see or read on the Site is copyrighted material unless otherwise noted, and may not be used except as provided in these Terms and Conditions or in the text on the Site without the written permission of Splash Car Wash. Splash Car Wash neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with Splash Car Wash.

You may download material displayed on the Site for non-commercial, personal use only, and provided further that you also retain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, modify, transmit, reuse, re-post, or use the content of the Site for public or commercial purposes, including the text, images, audio and video without Splash Car Wash written permission.

Any communication or material you transmit to the Site, by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. We will not be liable for the use of any ideas for our business and will not incur any liability as a result of any similarities that may appear in future Splash Car Wash operations.

Splash Car Wash is free to use any Submissions (ideas, concepts, know-how, or techniques contained in any communication) you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information.

Splash Car Wash will be entitled to use Submissions for any commercial or other purpose without compensation to you or any other person.

No title, right or interest is transferred to you, and all rights not expressly granted are reserved by Splash Car Wash.

Images of people or places displayed on the Site are either the property of, or used with permission by, Splash Car Wash. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademarks

The trademarks, logos, and service marks (collectively, the "Trademarks") displayed on the Site are registered and unregistered Trademarks of Splash Car Wash and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Splash Car Wash or such third party that may own the Trademarks displayed on the Site. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that Splash Car Wash will aggressively fully enforce its intellectual property rights of the law, including the seeking of criminal prosecution.

Submissions

Although Splash Car Wash may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, social posts, blogs and the like on the Site, Splash Car Wash is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site.

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

You are prohibited from posting or submitting content that contains trade secrets, commercial or financial information that is considered privileged or confidential, or information that would constitute an unwarranted invasion of another person's privacy.

Splash Car Wash will fully cooperate with any law enforcement authorities or court order requesting or directing Splash Car Wash to disclose the identity of anyone posting any such information or materials.

Warranties

Your use of and browsing in the Site are at your risk. Neither Splash Car Wash nor any other party involved in creating, producing, or delivering the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Site. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. Splash Car Wash also assumes no responsibility, and shall not be liable for,

any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.

While Splash Car Wash uses reasonable efforts to include accurate and up to date information in the Site, Splash Car Wash makes no warranties or representations as to its accuracy. Notwithstanding the foregoing, Splash Car Wash assumes no liability or responsibility for any errors or omissions in the content of the Site. Splash Car Wash has not reviewed all of the sites linked to the Site and is not responsible for the content of any off-site pages or any other sites linked to the Site. Your linking to any other off-site pages or other sites is at your own risk. The materials in Splash Car Wash web sites are generally presented for the purpose of entertainment, education and promotion of Splash Car Wash products available in the United States, its territories, possessions, and protectorates. This site is controlled and operated by Splash Car Wash from its offices in California, United States of America. Splash Car Wash makes no representation that materials in Splash Car Wash site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Online purchase terms of sale:

When you purchase products offered through Splash Car Wash website, Splash Car Wash collects your credit card and other payment information. Splash Car Wash uses this information to process your orders, to better assist you when you visit or contact us in the future, as well as to improve our product offerings. Your credit card transaction is processed through a secure Payment Service Provider.

Purchases and Memberships: When you purchase one of our memberships, we may ask you to provide your name, mailing address, e-mail address, vehicle make, model, color, and credit card or other payment information for the purposes of fulfilling your membership sending you invoices, and contacting you about the expiration of your membership. Your credit card transaction is processed through a secure payment service provider and encrypted. Please note that all purchases including membership purchases are non-refundable.

Your account

You are responsible for maintaining the accuracy and confidentiality of information submitted to Splash Car Wash.

Acceptance of orders and cancellations

Placement of your order through the Splash Car Wash website does not necessarily ensure we will accept or process your order. We reserve the right to refuse any order at our sole discretion. We may require additional information if you have not provided all of the information required by us to complete your order or order cancellation. We may contact you to obtain any incomplete information for the purposes of processing or cancelling an order or membership.

Pricing and Availability

All prices are show in U.S. dollars. All prices are subject to change without notice, and you agree that taxes may be adjusted from the amount shown on payment screens.

All items are subject to availability, and we reserve the right to impose quantity limits on any order or to discontinue items without notice, even if you have already purchased a membership for that item.

Entire Agreement

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Pennsylvania, as it is applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or Splash Car Wash brings to enforce this agreement or, in connection with, any matters related to this site shall be brought only in either the state or Federal Courts located in Pennsylvania, and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by Splash Car Wash.

SMS Terms and Conditions

Mobile Text Summary Terms & Conditions: You will receive up to **4 messages per month of promotions, offers, and or announcements. Message & Data Rates May Apply.** This service is available for subscribers on AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, U.S. Cellular®, Boost, MetroPCS, and others in the US. The wireless carriers are not liable for delayed or undelivered messages. User will receive SMS MT if the device does not support MMS. For help in the US, text **HELP** to **76297**. You may also email **info@splashcarwashpa.com** or call **(484) 674-5358**.. You may stop mobile subscription at any time by sending text message **STOP** to Short Code **76297** in the US. Your phone must have text messaging capability.

Terms on this page apply to subscribers who sign up for distribution lists managed by users of the Splash Car Wash service.

PROCESS TO UNSUBSCRIBE FROM SPLASH CAR WASH

All subscribers can unsubscribe or change their personal subscription settings at any time.

To unsubscribe for Mobile Text: Text **STOP** to the short code that you do not wish to receive messages from. NOTE: Message and data rates may apply.

You may manage your personal subscription by contacting your carrier or **(484) 674-5358**.

You may also call Splash **Car Wash** at **(484) 674-5358** to unsubscribe at any time.

If you believe that your contact information was collected by a Splash Car Wash user without your consent and would like to report spam, please

call **(484) 674-5358**.. When reporting the offending organization, please include the contact address or number that sent you the spam, the username of the sender, and the message or first few sentences of the message that you consider spam. Splash Car Wash does not tolerate spam.