

# Splash Car Wash Terms and Conditions of Service

## 1. User's Acknowledgment and Acceptance of Terms

Splash Car Wash Unlimited Club ("Us" or "We") provides the Splash site and mobile application and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. By accessing, downloading, and/or using the Site, including the mobile application, and/or the Services, you signify your acceptance of all provisions of the Splash Terms of Use as set forth herein and all features and functionalities, website, and user interfaces, as well as all content and software associated with our service. THESE USER TERMS CREATE A BINDING LEGAL AGREEMENT BETWEEN YOU AND SPLASH CAR WASH. If you do not agree to the Terms of Use, please exit the Splash Site and if purchased, do not continue your Membership by cancelling. Splash expressly reserves the right to make changes to our terms at any time without notice to you. Your continued use of our site and your Membership following any changes to these terms will mean that you accept such changes. If you have questions or concerns regarding the Terms of Use, please contact Splash as directed below.

## 2. Splash Subscriptions

Splash Car Club is a subscription-based car wash membership and service plan. This Agreement is for the individual user and vehicle ("User" or "You") that is registered with Splash Car Wash Unlimited Club. This Agreement commences on the date of registration and if a membership is purchased continues from month to month until the Agreement is cancelled or terminated in accordance with the terms and conditions set forth herein.

## 3. Description of Services Offered

- **General Membership Program.** Through the Splash mobile application and/or website a consumer will choose a specified car wash location ("Home Base") in which they wish to become a member (the "Member") and selects an unlimited monthly car wash plan from the options provided. In addition to unlimited monthly car washes, membership entitles the Member to upgrades and other car wash related services at the Splash Car Club Member discounted price. In exchange, Members will remit to Splash their designated payment information and will be

charged on a recurring billing cycle for monthly car wash plans and for the one-time fees associated with upgrades and additional services. All membership plans and information required to use the services selected is transmitted using a QR Code on your smartphone device. You must have your smartphone device with you at the time the services are rendered.

- **Promotional Wash/Free Trial Program.** Once you registered with Splash through its mobile application, you may be eligible to receive one Free Car Wash. The free car wash may be used at a Registered Merchant's location. Free Car Washes are for individuals who have not previously registered with Splash through its mobile application and Splash reserves the right to determine such eligibility.

#### **4. Member Eligibility**

If you Register for a Membership, you represent and warrant that you (a) are not under the age of 18; (b) are not registering under a false name or with false information; (c) you are authorized to use the form of payment submitted for membership; (d) will not use other Members' accounts and will not let others use your account; (e) will not attempt to or actually override any security component included in the Member Web Site or Mobile Application; and (f) will comply with the Member Terms of Use at all times.

#### **5. Passwords & Account Access**

The Member who created the Splash membership account is referred to as the Account Owner. The Account Owner has access and control over his/her Splash account using an identification name and password. The Account Owner has exclusive control over such information. Because your account may contain credit card information, you should not reveal such information to anyone. By sharing such information, the Account Owner agrees to be responsible for the misuse of such information.

#### **6. General Membership Policies**

- The Splash Unlimited Membership is valid only at participating Splash locations.
- The Splash Unlimited Membership is valid for the specified services only.

- The Splash Unlimited Membership is valid for up to one car wash per day and one vacuum per day for the designated vehicle only.
- To use your Splash Membership, You must have your smartphone device with the downloaded Splash mobile application with you at the time the services are to be rendered.
- A valid credit or debit payment card is required to participate in The Splash Unlimited Membership program.
- All vehicles must conform to Splash and your Home Base's standards. Modifications outside of such standards to existing customer's vehicle may require program termination. Please see your Home Base manager for confirmation that the vehicle meets standards. . Additional charges for oversized and professional vehicles may apply. The Splash Unlimited Membership is not for Commercial and/or Professional use vehicles. For Commercial and/or Professional use vehicles call 484-674-5358 or email us at [info@Splashcarwashpa.com](mailto:info@Splashcarwashpa.com)

## 7. Payment and Billing

- **Payments.** All payments, including monthly membership amount, upgrades and additional services are payable by electronic funds transfer from the Member's credit or debit card account. Members must authorize payments to be made through a third party administered electronic funds transfer system. Credit card information must be received and processed for membership to become effective. You may edit your Payment Method information by clicking on the "Payment Method" link on our mobile application and change the payment method thereon. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account, you will be charged a fee and remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates and may require you to pay an initiation fee to reactivate your account. It is the Member's full and sole responsibility to make and update any changes of contact or billing information including address, email or credit/debit card information through its mobile application.
- **Recurring Billing.** By starting your Splash membership, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Splash service to your Payment Method. You acknowledge that the amount billed each month

may vary from month to month for reasons that may include differing amounts due to initiation and service fees, promotional offers and/or changing or adding a plan, and/or requesting additional car wash related services and/or goods and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

- **Billing Cycle.** The membership fee for our service will be billed on the first day that you join Splash Car Club and select a membership plan and shall be billed on the corresponding day each subsequent month thereafter unless and until your membership is terminated or cancelled. We automatically bill your chosen payment method each month on the calendar day corresponding to the commencement of your paying membership. We reserve the right to change the timing of our billing as indicated below if your Payment Method has not successfully settled. In the event your paying membership begins on a day not contained in each month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate.
- **One-time Charges.** From time-to-time Splash may charge an initiation fee as detailed on the payment section of your membership application. In addition, from time to time you may choose to add additional car wash related services or goods over and above your membership plan. Any initiation charges and/or additional services charges are one-time charges and will be electronically charged to the credit or debit card provided at the time of initiation or the service is provided.
- **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you.

## **8. Termination by Splash.**

Splash may terminate your membership at any time for your failure to comply with its policies and procedures. SPLASH reserves the right, at its sole discretion, to refuse to honor any request for Membership.

### **Member Cancellation Policy**

You may cancel your Splash membership at any time by contacting Splash at [info@Splashcarwashpa.com](mailto:info@Splashcarwashpa.com). Your membership will be

cancelled effective 1 day from your NEXT bill date. You will continue to have access to the service through the end of your next billing period.

## **10. Changes to Membership Plans**

- **Changes to Desired Membership Plan.** Any Splash Member may decide to change the level of membership and specific monthly services at any time for no additional cost.

## **11. Compliance with the Law**

You must always comply with all applicable governing laws regarding your Membership.

## **12. Marketing**

By signing this Agreement you agree to allow Splash, its affiliates and your home base location to market products and services to you in any form including, direct mail, email, telephone, texting or other means available. Splash agrees not to sell member's information to any third parties for the purpose of marketing. You can opt out by contacting us at [info@Splashcarwashpa.com](mailto:info@Splashcarwashpa.com)

## **13. Privacy Policy**

The SPLASH Member Privacy Policy applies to you and other users use of the Splash Member Web Site and Splash Mobile Application. The Privacy Policy is available for review at [www.Splashcarwashpa.com](http://www.Splashcarwashpa.com). Personally identifying information is subject to our Privacy Policy the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.

## **14. Changes in Operating Hours/Temporary Closing of the Car Wash**

As a result of repair, maintenance, weather, or act of God; your Home Base may restrict its use or temporarily close its facilities from time to time. There will be no reduction or suspension of membership fees during such time when the above-mentioned occurs and Splash shall not be responsible for any such event.

## **15. Copyright Provisions**

You always agree to honor all applicable copyright law with respect to Member Web Sites, application, emails and e-Newsletters. As such, you

may not duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer or commercially exploit Splash information except as specifically authorized in writing by Splash. In addition, you may not remove any copyright, trademark or other proprietary rights notices contained anywhere on Splash material, whether electronic or in writing and may not infringe or use the SPLASH brand, logos and/or trademarks without authorization.

## **16. Indemnification**

You agree to indemnify SPLASH and hold SPLASH harmless from any damages, losses, and costs (including, but not limited to, reasonable attorneys' fees) related to third party claims, charges, or investigations, caused by your failure to comply with the Member Terms of Use, including, without limitation, your violation of copyright law that violates third party rights or applicable laws.

## **17. Limited Liability**

To the extent permissible under applicable laws and jurisdictions, in no event shall Splash, or its subsidiaries or any of their shareholders, directors, officers, employees or licensors be liable (jointly or severally) to you for personal injury, property damages or any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever as a result of your use of the services offered by Splash.

## **18. Disclaimers**

SPLASH does not guarantee that the Membership services which it provides will function without interruption or errors in functioning. SPLASH may modify, replace, refuse access to, suspend, or discontinue the Member Web Site or Member e-Newsletters, partially or entirely. SPLASH will issue pro rata refunds for Paid Memberships in the event of full cancellation of all Membership services. SPLASH reserves all rights not expressly granted herein, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in SPLASH's Member Web Site and Member e-Newsletters and all related items. SPLASH neither warrants nor represents that your use of the Member Web Site or e-Newsletters will not infringe the rights of third parties.

## **19. Waiver**

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

## **20. Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## **21. Complete Agreement**

This Agreement constitutes and embodies the full and complete understanding of the parties hereto and supersedes all prior understandings whether oral or written.

## **22. Governing Law**

The law of the Commonwealth of Pennsylvania shall govern the validity, interpretation, and enforcement of this Agreement. Any action brought with respect to this Agreement shall be brought in appropriate tribunal in Philadelphia and the Merchant agrees to waive personal jurisdiction in the event of such a dispute.

## **23. Contacting Us**

If you have any questions about the SPLASH Member Terms of Use and technical support, the practices of The Splash Unlimited Memberships, you can contact us at [info@Splashcarwashpa.com](mailto:info@Splashcarwashpa.com) or by any other means available on our Site.