

TERMS OF USE

Effective: April 12, 2018

1. Contractual Relationship

These Terms of Use ("Terms") govern your access or use of the applications, websites, and services (the "Services," as more fully defined below in Section 3) made available by We Wash Car, Inc and its representatives and independent contractors (collectively, "We Wash"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND WE WASH. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. We Wash may immediately terminate or modify these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Amendments to these Terms will be effective upon We Wash's posting of such updated Terms at this location.

We Wash's collection and use of personal information in connection with the Services is described in We Wash's Privacy Policy located at <https://goo.gl/z3irNf>

2. Arbitration

All disputes between you and We Wash relating to this Agreement, the use of Services, rights of privacy or publicity, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Unless you and We Wash agree otherwise, the arbitration will be conducted in Nassau County. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The arbitrator will be selected according to the rules in the County in which the arbitration will take place. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights.

3. The Services

The Services comprise mobile applications, websites and related services (each, an "Application"), which enable users to arrange and schedule car washes. Unless otherwise agreed by We Wash in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

In order to receive the Services, you must:

(i) check to see that the Services are available in your location. Service availability will be visible within the mobile application;

(ii) inform We Wash of the location of your vehicle when prompted within the mobile application;

(iii) ensure that your vehicle is in a location that We Wash is permitted to enter in order to perform the Services;

(iv) ensure that all windows and doors are closed prior to the commencement of Services.

If We Wash determines that the Services cannot be performed for any reason, We Wash has the right to turn down the job on the location, even after payment is accepted. In case of such a determination, the Services can be rescheduled or cancelled.

In connection with performing the Services, We Wash may take before-and-after photos of your vehicle. We Wash reserves the right to save and store these photos.

4. License.

Subject to your compliance with these Terms, We Wash grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by We Wash.

5. Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by We Wash; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

6. Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content that We Wash does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. We Wash does not endorse such third party services and content and in no event shall We Wash be responsible or liable for any products or services of such third party providers.

7. Ownership.

The Services and all rights therein are and shall remain We Wash's property. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner We Wash's company names, logos, product and service names, trademarks or services marks or those of We Wash's licensors.

8. Access and Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to We Wash certain personal information, such as your name, address, mobile phone number, age, and car registration, as well as at least one valid payment method supported by We Wash. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by We Wash in writing, you may only possess one Account.

We Wash may, in We Wash's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to We Wash through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to We Wash, you grant We Wash a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and We Wash's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant We Wash the license to the User Content as set forth above; and (ii) neither the User Content, nor your

submission, uploading, publishing or otherwise making available of such User Content, nor We Wash's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by We Wash in its sole discretion, whether or not such material may be protected by law. We Wash may, but shall not be obligated to, review, monitor, or remove User Content, at We Wash's sole discretion and at any time and for any reason, without notice to you.

Text Messaging and Telephone Calls.

You agree that We Wash may contact you by telephone or text messages:

- (a) to conduct the Services, and
- (b) for marketing and promotional offers.

9. Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. We Wash does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

10. Payment

You understand that use of the Services may result in charges to you for the services you receive ("Charges"). We Wash will receive and enable your payment of the applicable Charges for services obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law.

All Charges and payments will be enabled by We Wash using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that We Wash may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by We Wash.

We Wash may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may

elect to cancel your request for Services within 15 minutes of requesting such Services, in which case you may be charged a 25% of the Charges as a cancellation fee. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback.

You understand and agree that, while you are free to provide additional payment as a gratuity, you are under no obligation to do so. Gratuities are voluntary.

11. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE WASH DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS. IN ADDITION, WE WASH MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

WE WASH SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF WE WASH, EVEN IF WE WASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE WASH SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity.

You agree to indemnify and hold We Wash and its representatives, independent contractors and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach

or violation of any of these Terms; (iii) We Wash's use of your User Content; or (iv) your violation of the rights of any third party, including third party providers.

12. Other Provisions

Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles, except as may be otherwise provided in the arbitration clause contained in Section 2 above.

Notice.

All notices shall be in writing and addressed to the email address provided in connection with your Account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account.

Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to We Wash, with such notice deemed given when received by We Wash, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o We Wash, LLC at 860 Bedford Ct, Uniondale, New York 11553.

General.

You may not assign these Terms without We Wash's prior written approval. We Wash may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of We Wash's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, We Wash or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. We Wash's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by We Wash in writing.