

## **TERMS OF USE**

These **Terms of Use** (“Terms”) govern how you access and use this website, related online services such as our App, and on location services such as automatic car washes, self-serve car wash bays, vacuums, and vending products (“Services”), made available by Executive Laser Wash, Inc. (“Executive Laser Wash,” “we,” “us,” or “our”). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using any of the Services you agree to be bound by these Terms. **If you do not agree to be bound by these Terms, do not use the Services.**

### **1. BASIC TERMS**

By using the Services, you agree that you have read and understand these Terms and acknowledge that the Services will be used by you and for your own benefit. Any content made available by Executive Laser Wash is merely intended to be informational.

Provided you comply with these Terms, Executive Laser Wash grants you a limited, nonexclusive, revocable, non-assignable, nontransferable, non-sublicensable license to access and use the Services solely for your own internal purposes as permitted by these Terms. These Terms begin upon your first access to or use of the Services and will continue in effect until terminated in accordance with these Terms.

### **2. PRIVACY**

Executive Laser Wash is committed to respecting our customer’s privacy. Once you choose to provide personally identifiable information, it will only be used in the context of your customer relationship with Executive Laser Wash. Executive Laser Wash will not sell, rent, or lease your personally identifiable information to others. Unless required by law or your prior permission is obtained, Executive Laser Wash, will only share the personal data you provide with other Executive Laser Wash entities and/or business partners who are acting on our behalf to provide you services.

Like these Terms, you understand that through your use of the Services you consent to the collection and use of this information as set forth in these Terms. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services, which you may not be able to opt-out from receiving.

**If you are under 13 years old you may not use this website.** Parents and guardians of minors are responsible for monitoring and supervising their minor’s use of the Site. If your minor is using the website without your express consent and is under 18, please contact us immediately so that we can disable their access.

### **3. OUR RIGHTS**

All right, title, and interest in and to the Services, except for information and content generated by you and third parties, are and will remain the exclusive property of Executive Laser Wash. Our intellectual property rights in the Services are protected by copyright and trademark laws of the United States and international treaties, as well as other domestic and international laws. Nothing in these Terms gives you a right to use our trademarks, logos, domain names, and other distinctive brands. There is also nothing in these Terms that gives you the right to copy the Services, to copy any feature or portion of the Services, or create a derivative of the Services or this website. Any feedback, comments, or suggestions you may provide regarding the Services are entirely voluntary and Executive Laser Wash will be free to use your feedback, comments, or suggestions as we see fit and without any obligation or approval to you whatsoever.

#### **4. INTERRUPTIONS IN SERVICE**

We may modify, suspend, or discontinue offering any or all of the Services at any time and for any reason without notice or compensation to you. Any of the individual Services may become unavailable at any time due to maintenance, outage, or any other reason whatsoever.

#### **5. INDEMNIFICATION**

By using the Services, you agree to indemnify, hold harmless, and defend us from any claims, damages, losses, liabilities, and all costs and expenses of defense, including, but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that alleges injury or damages in whole or in part from your use of the Services, or that in any way arises from your access and/or use of the Services or your breach of these Terms.

#### **6. DISCLAIMER OF WARRANTIES**

To the fullest extent permitted by law, you agree that use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis, and Executive Laser Wash (including, without limitation, its independent consultants, subcontractors, distributors, or any client of Executive Laser Wash (collectively, "Company Third Parties")) assumes no responsibility for any injuries sustained or property lost, stolen, or damaged while using the Services or for the timeliness, deletion, mis-delivery or failure to store any of your communications, data, or personalization settings. Executive Laser Wash and Company Third Parties hereby disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, quiet enjoyment, title, or merchantability of computer programs and informational content.

Neither Executive Laser Wash nor any Company Third Parties make any warranty that the Services will meet your requirements, or that the Services will be uninterrupted, timely, secure, error or virus free; nor does Executive Laser Wash make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services or that defects in the software driving the Services will be corrected.

You understand and agree that any use of the Services and/or data downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to any person, motor vehicle of any kind, computer system, or loss of data that results from the download of such material and/or data or use of the Services.

No advice or information, whether oral or written, obtained by you through the Services shall create any warranty not expressly made herein.

#### **7. ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY**

You acknowledge that there are certain inherent risks and dangers to the use of some of the Services. You also acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but may include (1) minor injuries such as scratches, bruises, and sprains; (2) property damage; (3) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (4) catastrophic injuries including paralysis and death.

You agree that, at all times, you will comply with all stated and customary terms, codes of conduct, posted safety signs, and rules and that you: (1) assume full responsibility for any and all injuries, including death, or damages which are sustained or aggravated by you arising out of or in any way related to your use of the Services, whether caused by an intentional act, or by negligence, or otherwise without limitation; and (2) release, indemnify, and hold harmless Executive Laser Wash, its licensor or any affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to use of the Services or Executive Laser Wash facilities. This agreement to defend includes any claim, action or liability whatsoever, regardless of whether the claim is made, without limitation, by you, by someone on your behalf or by someone whose claim is derived from your injury or death.

You acknowledge and agree (1) that it is your responsibility to cover any property damage and/or medical bills that you may incur and to cover yourself with any property and medical insurance you may deem appropriate and (2) that you will not and cannot make any claim for property or medical coverage resulting from any property damage, injury or death incurred by you at any Executive Laser Wash facilities or through your utilization of the Services.

## **8. LIMITATIONS OF LIABILITY**

**UNDER NO CIRCUMSTANCES SHALL EXECUTIVE LASER WASH BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE, OR OTHER INDIRECT DAMAGES, OR FOR THE LOSS OF, THEFT OF, OR DAMAGE TO ANY PERSONAL PROPERTY, OR LOST PROFITS OR LOSS OF USE DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE SERVICES. IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE SERVICES OR THE INFORMATION CONTAINED ON THIS WEBSITE EXCEED \$1.00.**

**YOUR USE OF THE SERVICES IS AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR PERSON, VEHICLE(S) AND ACCESSORIES, COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY DATA FROM THE SERVICES, AND ANY OTHER DAMAGE THAT MAY BE INCURRED FOR ANY REASON.**

## **9. FOREIGN APPLICATION**

We do not make representation or warranty that the information on this website are appropriate or available for use outside of the United States. If you choose to access this Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **10. OUTSIDE LINKS**

This website may contain links to third-party sites not affiliated with us in any way. These links are provided to you only as a convenience and are not under our control. Executive Laser Wash is not responsible for the contents of any linked site, or any link contained on a site linked on this website. The links Executive Laser Wash provides do not imply that Executive Laser Wash has endorsed any third-party site that a link

is provided for. Executive Laser Wash shall not be responsible for information which is referenced by or linked to this website.

## **11. CHOICE OF LAW**

These Terms and any action related to these Terms will be governed by the laws of the State of Iowa without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Polk, Dallas, or Warren County, Iowa, United States. You consent to jurisdiction of and venue in such courts and waive any objection to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Iowa (excluding choice of law).

## **12. WAIVER AND SEVERABILITY**

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver will be in writing and signed by the waiving party. In the event that any provision of these Terms are held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

## **13. ENTIRE AGREEMENT**

These Terms, are the entire and exclusive agreement between you and us regarding the Services (excluding any services for which you have a separate agreement with us that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between you and us regarding the Services.

In order to provide the best Services, we may alter the Terms and this website from time to time without prior notice to you. The most current version will always be available on this website. Similarly, some Services, this website, or some of the features within the website or our App, may be removed either temporarily or permanently and we may not be able to provide you with prior notice. All changes will be effective immediately upon posting to the Services. Material changes will be conspicuously posted on this website or otherwise communicated to you. By continuing to access or use this Site after those revisions become effective, you agree to be bound by the revised Terms.

## **14. EXECUTIVE LASER WASH MONTHLY WASH CLUBS AND APP**

### **A. ENROLLMENT**

By enrolling in an Executive Laser Wash Club you agree that you have read and agree to the Terms and that your credit/debit card associated with this membership can and will be charged one time per month (on the anniversary date) the amount associated with the price of the service at the time it was purchased. In the event of your credit/debit card being declined for any reason or expired we reserve the right to deny any and all wash services. Members can change their plan at any time directly through the Executive Laser Wash App. Memberships can be cancelled at any time directly through the Executive Laser Wash App. Memberships will not be terminated until the end of the

member's monthly billing cycle. After cancellation, once the billing cycle ends the member will not be charged again. If cancellation occurs before the member's current billing cycle is complete, members will be able to use their membership until the end of their current billing cycle. No refunds, credits or discounts will be given for partial or unused membership periods.

You agree that Executive Laser Wash can contact you regarding your membership as needed, (including but not limited to notices, agreements, billing, and disclosures). Providing your email address and/or phone number confirms your ability and consent to receive communications from Executive Laser Wash. Further, you agree your use of the Executive Laser Wash App and/or enrollment in an Executive Laser Wash Club is done so for your benefit and on your own free will. You alone control any in app purchases, as well as Monthly Wash Club usage, and you recognize Executive Laser Wash does not have the ability to administer purchases or access Monthly Wash Club usage within the Executive Laser Wash App connected to your account and/or membership.

## **B. USE**

The Executive Monthly Wash Club and Gold Monthly Wash Club provides members the ability to wash their eligible vehicle **once every 48 hours** while the membership is renewed. The Unlimited Half Off Club provides members the ability to wash their eligible vehicle an **unlimited** number of times while the membership is renewed. QR codes provided through the Executive Laser Wash App do expire and are meant for one-time, immediate use only.

Executive Laser Wash offers the option for our Monthly Club members to add additional plans for their family members and/or any additional vehicles. Executive Laser Wash considers this "The Family Plan". The Family Plan allows current members to add up to four additional plans under the one primary account holder's account. There is a discount offered of \$5 off of each additional plan. Multiple devices are allowed to match the number of plans under an account. For example; if the primary account holder has their original plan plus an additional two plans for their family members, three devices would be allowed to log in under that one primary account. All plans are billed to the one credit/debit card on file under the primary account holder's account. There is a maximum of four additional plans per one primary account. There is no discount for the primary account holder's first plan. There is no discount for joining the Unlimited Half Off Club under the Family Plan.

For questions or concerns pertaining to Executive Laser Wash programs, please visit our website at: [executivelaserwash.com](http://executivelaserwash.com)

## **C. PRICES AND POINTS**

All prices include tax. Prices are subject to change at any time. Memberships or any other purchases within the Executive Laser Wash App cannot be used in conjunction with any other discounts, offers, prepaid washes, wash codes or gift cards. Current or pre-existing Executive Laser Wash gift cards, prepaid accounts, fleet accounts, wash codes, prepaid washes, discounts or offers cannot be combined with memberships or exchanged for memberships or any other purchases within the Executive Laser Wash App.

Reward points are earned when the credit/debit card associated with a member's account within the Executive Laser Wash App is charged (i.e., gift cards and single wash purchases), with the exception of the credit/debit charge of a monthly membership fee. Executive Laser Wash App Wallet balances cannot be used towards monthly membership fees. Reward points do not expire

and do not have a limit on how many can be earned. Every 100 points earned is equal to \$10. No refunds, credits or discounts will be given for any in app purchases, including partial or unused purchases.

#### **D. RESTRICTIONS**

Fleet vehicles (including but not limited to car dealership and company vehicles), taxis, limos, app-based transportation (including but not limited to Lyft and Uber) and any other professional transportation vehicles are not allowed to purchase a membership.

Executive Laser Wash holds the right to terminate any membership at any time if the member is in violation of any of these Terms.

Executive Laser Wash reserves the right at any time to cancel, amend or change any program; including but not limited to membership fees, from time to time as necessary. Executive Laser Wash memberships are per vehicle, meaning only one vehicle is eligible to be enrolled per membership. Only one device is allowed per one plan. Membership is transferable upon the purchase of a new vehicle and upon notice to Executive Laser Wash. Membership services are only available within the designated premises of Executive Laser Wash's property. This means memberships can only be used when present at an Executive Laser Wash location.

#### **15. FACILITIES**

Executive Laser Wash facilities are open 24/7. However, Executive Laser Wash reserves the right to close (or may be forced to close due to means beyond our control) due to inclement weather, equipment maintenance, upgrades, software updates, power outages, internet outages, utility related issues or for any other reason necessary. If Executive Laser Wash is closed for any reason, no refunds, credits or discounts will be given.

Executive Laser Wash has the right to turn away vehicles that do not qualify to use our washes; i.e., vehicles containing mud, snow or ice, vehicles taller than seven feet, vehicles containing debris, and/or vehicles containing bike racks, hitches, snow blades, trailers, non-folded in mirrors or any other modifications or accessories as they can cause the machines to shut down or break.

#### **16. REPORTING OF INFORMATION**

Car wash questions or concerns must be reported to Executive Laser Wash within 24 hours of use. Inquiries reported after 24 hours may not be fulfilled.

Executive Laser Wash may revise these Terms from time to time, the most current version will always be available via this website and app. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Terms are an agreement between you and Executive Laser Wash, Inc., 4309 R57 Hwy., Norwalk, Iowa, 50211-9555, USA.

If you have questions regarding these Terms of Use, please visit us at [executivelaserwash.com](http://executivelaserwash.com).

Last Updated: April 9, 2021