

Last Updated: December 29, 2022



Zappy's Auto Washes

Unlimited Wash Club Membership Terms

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Zappy's Auto Washes
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Unlimited Wash Club Membership Terms (Summarized)

*The below information is the Membership Terms Printed On The Signed Receipt
When The Plan Is/Was Purchased*

I authorize Zappy's Auto Washes to charge my credit card account on a regular basis for the Unlimited Wash Club Plan I purchased. Billing will occur automatically on the 1st of every month.

Zappy's Auto Washes will wash your authorized vehicle once/day up to 30 times per month with the specified RFID/Barcode whenever presented for servicing at any participating Unlimited Wash Club location if your account is current and the car wash is open for business. Our Unlimited Wash Club Plans are only for one vehicle and trying to remove your barcode or transfer to another vehicle will void your membership. Zappy's Auto Washes will automatically bill the Unlimited Wash Club fee to your credit card on the 1st day of every month and if you did not sign up on the 1st day of the month then the plan is pro-rated for that 1st month. You can cancel/switch your plan at anytime by filling out the [Monthly Plan Update](#) form on our website 7-days prior to the next billing date. No refunds are given if the carwash closes early, fails to open for any reason, or you do not cancel/switch your plan 7-days prior to the next billing date. Zappy's Auto Washes reserve the right to cancel any Unlimited Wash Club plan if necessary.

Unlimited Wash Club Membership Terms

Zappy's Auto Washes offers the Unlimited Wash Club ("UWC") that allows customers to subscribe for a membership plan specifying a level of car wash services at our network of car wash locations. Services at Zappy's Auto Washes locations may vary. The recurring monthly fee depends on the UWC membership plan purchased for each vehicle.

These Terms govern your purchase of and membership in the UWC and use of the services offered through the UWC. These Terms apply to the sale, purchase, and use of subscription memberships.

TERMS

When you create and/or purchase a UWC membership plan, we need to collect identifying information about you and your vehicle, which is subject to our Privacy Notice incorporated herein.

As used in these Terms, the "service" or the "services" means the car wash services provided to the identified vehicle by Zappy's Auto Washes under your purchased UWC membership plan.

By providing Zappy's Auto Washes a Payment Method (as defined below), and either accepting these Terms or otherwise utilizing the services, you agree that you have read and understand these Terms. If you do not agree with these Terms, cancel your UWC membership plan as outlined in Section 2.6 "Cancellation by You; Reactivation", and do not use the services.

UWC Membership Plans and Fees

1.1 Services

We offer one or more of the following UWC membership plans depending on location: generally, Deluxe, Super, Ultimate, Diamond, and Platinum. For service details and membership fees click [here](#). We reserve the right to change our UWC membership plans or fees in any manner and at any time as we may determine in our sole and absolute discretion, provided, however, that any material changes to membership plans or any increase to membership fees will take effect thirty (30) days after being posted at the impacted Zappy's Auto Washes locations, on the Website, or otherwise communicated to you. The services offered at each Zappy's

Auto Washes location may vary and may be affected by a variety of factors, including inclement weather, maintenance, holidays, store upgrades, governmental orders, or other force majeure events. A currently paid UWC membership plan allows services for the vehicle identified with the purchased plan at any Zappy's Auto Washes location that provides such plan.

1.2 Auto-Renewal

The UWC membership plan for each vehicle will commence with your delivery of a current, valid, accepted debit or credit card, as may be updated from time to time ("Payment Method") to Zappy's Auto Washes and your acceptance of these Terms. A link to these Terms will be included with your purchase receipt for future reference. **YOUR PAYMENT METHOD WILL NOT BE CHARGED UNTIL AFTER YOU AGREE TO THESE TERMS. YOUR UWC MEMBERSHIP PLAN WILL AUTOMATICALLY RENEW MONTHLY, SUCH THAT YOUR PAYMENT METHOD WILL AUTOMATICALLY BE CHARGED OR DEBITED ON A RECURRING MONTHLY BASIS UNTIL CANCELED BY YOU OR TERMINATED BY US IN ACCORDANCE WITH THESE TERMS. YOU RETAIN THE RIGHT WITHOUT ADDITIONAL COST OR PENALTY TO TERMINATE THE UWC MEMBERSHIP PLAN IF YOU CANCEL IN A TIMELY MANNER AS DESCRIBED BELOW.** Your UWC membership plan number will appear on your purchase receipt as discussed below in Section 2.

1.3 RFID/BARCODE Sticker

Zappy's Auto Washes will affix a radio frequency identification (RFID) or a Barcode sticker with your UWC membership plan number for the vehicle to the vehicle's front windshield upon purchase or redemption of your UWC membership plan. The RFID/BARCODE sticker must be affixed to the vehicle's windshield each time services are obtained. You agree not to tamper with, copy, or share a vehicle's RFID/BARCODE sticker. The UWC membership plan number and the RFID/BARCODE sticker remain the property of Zappy's Auto Washes.

1.4 Single Vehicle, Once Per Day

Each purchased UWC membership plan is for a single vehicle only and can only be used once per day up to 30 times per month. Resale or transfer of your UWC membership plan or the RFID/BARCODE sticker to another vehicle or person is expressly prohibited.

1.5 Vehicle Sold

If a vehicle identified with a UWC membership plan is sold, your Payment Method will continue to be charged until you deactivate that RFID/BARCODE sticker or transfer the UWC membership plan to another vehicle by visiting any Zappy's Auto Washes location and having a new RFID/BARCODE sticker affixed to the new vehicle. Please remove the RFID/BARCODE sticker from the old vehicle before selling to avoid any confusion.

1.6 Vehicle Stolen

If a vehicle identified with a UWC membership plan is lost or stolen, you must promptly deactivate the vehicle's UWC membership plan; if you fail to do so, others may access the car wash service through your UWC membership plan and may be able to access certain membership plan information, and your Payment Method will continue to be charged or debited. To deactivate please fill out the [Monthly Plan Update](#) form on our website.

1.7 Discounted Introductory Period

If a discounted introductory period is available under the UWC membership plan purchased, then it will be specified at the time of purchase. The introductory period is intended to allow new and certain former members to try the services. As a result, the availability, duration, and any other terms for the introductory period may vary as determined by Zappy's Auto Washes at its sole discretion. At the expiration of any discounted introductory period, we will charge the then-current fee for your chosen plan on your next billing cycle to your Payment Method and your membership will automatically renew unless you cancel your membership prior to the end of the discounted introductory period, as set forth below. In the event that we determine that you are not eligible for the introductory discount, we reserve the right to revoke your discounted introductory period and charge you the then-current fee for the plan you selected and/or put your UWC membership plan on hold.

Purchase, Billing, Cancelation, and Refunds

2.1 How to Purchase

To purchase a UWC membership plan, visit any Zappy's Auto Washes car wash location or visit the Website. If purchased at a Zappy's Auto Washes location, a

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RFID/BARCODE sticker will be attached to your vehicle's windshield. If purchased through an Account, you will receive a temporary barcode that must be redeemed at a Zappy's Auto Washes location; upon redemption, a RFID/BARCODE sticker will be attached to your vehicle's windshield. Your membership plan is active at the time of purchase, whether in person or through an Account.

2.2 Pricing and Taxes

UWC membership plan pricing is based on the location where purchased. Your UWC membership plan may be subject to taxes, which will be calculated at the rate applicable to the Zappy's Auto Washes location either where the plan was purchased, where the temporary barcode redeemed, or where it is consistently being used. Any applicable taxes will be automatically charged to or debited from your Payment Method on a monthly basis.

2.3 Payment Processing

To purchase a UWC membership plan, you must provide a Payment Method. You authorize us to charge or debit the current Payment Method for your UWC membership plan(s) fees, which will be automatically charged or debited on a monthly basis. If a payment is not successfully settled due to your Payment Method's expiration, insufficient funds, or otherwise, and you do not cancel your UWC membership plan, we may suspend your access to the service until we have successfully charged or debited a valid Payment Method. For some Payment Methods, the issuer may charge you additional fees; check with your Payment Method service provider for details. We have no responsibility or liability if your Payment Method is declined by your financial institution. When you purchase a UWC membership plan, your credit or debit card is transmitted directly to a third-party payment processor in accordance with applicable Payment Card Industry Data Security Standards. If your membership plan is suspended due to issues with your Payment Method, you may receive a communication (either via email or text) from Zappy's Auto Washes notifying you of the same.

2.4 Automatic Billing Cycle

The fee for the UWC membership plan you purchase, and any other charges you may incur in connection with your UWC membership plan, such as taxes and possible transaction fees, will be charged or debited monthly to your Payment Method on the 1st of month. Fees are fully earned upon payment. In some cases,

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your payment date may change, for example, if your Payment Method has not successfully settled or if your membership plan was purchased on a day not contained in a given month, e.g., the 31st. The charges or debits will appear on your Payment Method statement as from Zappy's Auto Washes together with the respective store number where your UWC membership plan was either purchased or temporary barcode redeemed and your membership plan number.

2.5 Updating Your Payment Method

To update your Payment Method please fill out the [Monthly Plan Update](#) form on our website. We may also update information on your Payment Method using information provided by the payment processors, such as the expiration date of your Payment Method. Following any update, you authorize us to continue to charge the applicable Payment Method for each UWC membership plan associated with that Payment Method.

2.6 Cancellation by You; Reactivation

YOU MUST CANCEL A UWC MEMBERSHIP PLAN AT LEAST 7 DAYS BEFORE IT RENEWS IN ORDER TO AVOID AUTOMATIC BILLING TO YOUR PAYMENT METHOD FOR THE APPLICABLE FEE FOR THE NEXT MONTHLY BILLING CYCLE. The vehicle identified with the canceled membership plan will continue to have access to the car wash services through the end of its current billing period. To cancel please fill out the [Monthly Plan Update](#) form on our website. Canceling a UWC membership plan does not delete your Account (if created). Your Account (if created) will continue to be available for your use, and you will continue to get communications based on your selected communication preferences. Canceled UWC membership plan(s) may be reactivated by visiting any Zappy's Auto Washes location that supports the plan.

2.7 No Refunds

Paid UWC membership plan fees are nonrefundable and there are no refunds or credits for partially used membership plan periods. Any refund, discount, or other consideration to some or all of our members are at our sole and absolute discretion, in accordance with applicable law.

Zappy's Account and UWC Membership Plan

3.1 Account

The person who creates an Account and then uses that account to link to or purchase a UWC membership plan must have the authority to charge the Payment Method associated with the UWC membership plan. The person who has access and control over the Account will be responsible for any activity that occurs through the Account and also for updating and maintaining the accuracy of the information in the Account. You must be 18 years of age to create an Account or purchase a UWC membership plan. Individuals under the age of 18 must use the Account of their parent or legal guardian, under such person's Account, and otherwise subject to these Terms. If you submit the personal information of any person other than yourself in setting up an Account, you warrant that you have that person's permission to provide us with that information.

3.2 Membership Plan

You can purchase a UWC membership plan by visiting any Zappy's Auto Washes location that provides the plan. The person purchasing a UWC membership plan must have the authority to charge the Payment Method associated with such UWC membership plan and have access and control over the vehicle associated with the UWC membership plan; that person also is responsible for any activity that results in charges or debits to the Payment Method for that membership plan and for updating and maintaining the accuracy of the information associated with the UWC membership plan. You must be 18 years of age to purchase a UWC membership plan. Individuals under the age of 18 must use the UWC membership plan of their parent or legal guardian.

3.3 Updating Your Information

You can provide or change your email address, mobile telephone number, and Payment Method, change your UWC membership plan, and cancel your UWC membership plan otherwise update your information by filling out the [Monthly Plan Update](#) form on our website.

3.4 Communication Preferences

We will send you information relating to your Account or UWC membership plan (e.g., payment authorizations, invoices, changes in password or Payment Method,

confirmation messages, notices) in electronic form only, for example, via emails to the email address you provided or via text messages to the mobile telephone number you provided. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including any requirements that such communications be in writing. You must maintain either a valid email address or mobile telephone number associated with your Account or your UWC membership plan so that we may contact you.

3.5 Text Messages

We may send by automated means transactional communication texts related to your Account and/or your UWC membership plan purchases. Your mobile carrier's standard message rates and other charges will apply to any text communication you send or receive. All charges for such text communications are billed by and payable to your mobile carrier. Zappy's Auto Washes will not be liable for any delays in the receipt of any text communications. Delivery is subject to effective transmission from your mobile carrier. Maximum number of text communications per month will vary based on your transactions. To opt out of transactional communication texts, other than legal notices, you may text STOP to 59925, the number that appears in your transactional communication texts, or provided you have provided us with a valid email address so that we may contact you. Consent to receive such messages is not a condition of making any purchase.

3.6 Compliance with Law; Termination by Zappy's Auto Washes

You and anyone for whom you purchase a UWC membership plan agree to use the UWC membership plan(s) in accordance with all applicable laws, rules, and regulations. We may cancel your UWC membership plan(s) if you, or anyone associated with your UWC membership plan(s) violates applicable law, rules, or regulations, or these Terms. To the maximum extent permitted by applicable law, Zappy's Auto Washes may, for any reason and in its sole discretion, refuse, suspend, deactivate, or terminate your Account, any purchased UWC membership plan(s) and use of the services, without notice or liability. If we refuse, suspend, deactivate, or terminate your Account or UWC membership plan(s) you may not create another Account or purchase another UWC membership plan without our prior written permission. We may, at our discretion, suspend, deactivate, or terminate your Account and/or UWC membership plan to protect you or Zappy's Auto Washes from identity theft or other fraudulent activity. Except as required by

applicable law, Zappy's Auto Washes is not obligated to credit or discount your membership plan for any such refusals, suspensions, deactivations, or terminations.

Disclaimers of Warranties and Limitations on Liability

4.1 No Warranty

THE UWC MEMBERSHIP PLANS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED). ZAPPY'S AUTO WASHES DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT ALL MEMBERSHIP PLANS OR SERVICES WILL BE AVAILABLE AT ALL LOCATIONS.

4.2 Damage Disclaimer

ZAPPY'S AUTO WASHES DOES NOT REPRESENT THAT THE SERVICES ARE SUITABLE FOR YOUR VEHICLE(S). WITHOUT LIMITING THE GENERALITY OF SECTION 4.3 BELOW, ZAPPY'S AUTO WASHES SPECIFICALLY DISCLAIMS LIABILITY FOR DAMAGE TO YOUR VEHICLE(S) WITH RESPECT TO THE FOLLOWING ITEMS:

- Pre-existing damage and loose parts
- Negligence (driving, steering, braking, etc.)
- Electric running boards in lowered position
- Aftermarket and non-factory parts
- Antennas (please remove or retract)
- Unsecured personal items
- Racks (roof and rear)
- Windshields

4.3 Limitation of Liability

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL ZAPPY'S AUTO WASHES., OR ITS AFFILIATES OR SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS ("ZAPPY'S PARTIES") BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANYONE FOR WHOM YOU PURCHASE A UWC MEMBERSHIP PLAN FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR

CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ZAPPY'S PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE ZAPPY'S PARTIES' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY (WHETHER UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE ONE MONTH PRECEDING THE DATE THE CLAIM AROSE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE UWC MEMBERSHIP PLAN AND ACCESSING THE SERVICES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OR CANCELANATION OF THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

4.4 Indemnification

You will indemnify, defend, and hold harmless the Zappy's Parties from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, expenses, and costs (including without limitation reasonable attorneys' fees) that arise out of or in connection with (a) your misuse of the UWC, or (b) your breach of these Terms. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

Arbitration Agreement, Waiver of Trial by Jury, and Waiver of Class Action

5.1 Applicability of Arbitration Agreement

Any dispute, claim, or controversy of any nature arising out of or relating in any way to your Account, any purchased UWC membership plan, the services, these Terms, or the Arbitration Agreement (as defined below), including without limitation the interpretation, validity, scope, or applicability of these Terms or the Arbitration Agreement (hereinafter, collectively, the "Dispute"), which cannot be resolved informally, shall be resolved by binding arbitration on an individual, and not a class or representative, basis under the terms set forth below (the "Arbitration

Agreement”). This Arbitration Agreement applies to you and Zappy’s Auto Washes, and to any of our subsidiaries, affiliates, agents, employees, predecessors in interest, successors in interest, and assigns. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY INSTEAD CHOOSE AND AGREE TO HAVE ALL DISPUTES AS SET FORTH HEREIN DECIDED THROUGH INDIVIDUAL ARBITRATION.** Neither the agreement to arbitrate nor the waiver of the right to participate in a class action or other proceeding involving multiple claimants shall be construed as a limitation on or waiver of a party’s right to seek public injunctive relief, where warranted, in such arbitration.

5.2 Disputes Excluded from Arbitration

Disputes where the amount in controversy is less than any applicable jurisdictional and monetary limit and filed by you or Zappy’s Auto Washes individually in a small claims court are not subject to arbitration, so long as the disputes remain in such small claims court and advance only an individual (non-class, non-representative) claim for relief. In the event of any actual, alleged, or threatened violation of confidentiality or violation of Zappy’s Auto Washes or its licensor’s intellectual property or other proprietary rights, Zappy’s Auto Washes may immediately resort to court proceedings in a court of competent jurisdiction as set forth above in order to seek immediate injunctive relief without posting of a bond, proof of damages, or other similar requirement. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief to arbitration.

5.3 Confidential Proceedings

The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including, but not limited to, all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party, except as expressly agreed in writing by all parties or as otherwise may be required by law.

5.4 Arbitrator

The arbitration proceeding will be administered by the American Arbitration Association (“AAA”) under the AAA’s then-current and applicable Commercial Arbitration Rules (the “AAA Rules”) before a single arbitrator selected pursuant to the AAA rules. The decision of the arbitrator will be final and binding. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The parties shall share equally in the costs assessed for the arbitration, and each party shall bear its own attorneys’ fees and costs. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action.

5.5 Place and Governing Law

The place of arbitration shall be in Lake County, Ohio, unless otherwise agreed to in writing by all parties to the arbitration. The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, as may be amended from time to time (the “FAA”), shall govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement. To the extent state law is applicable, the laws of the State of Ohio shall apply without regard to conflict-of-laws provisions.

5.6 Survival; Severability

This Arbitration Agreement provision will survive the termination of these Terms. Except as set forth in Section 5.8 (“Class Action Waiver”) below, if any portion of this Arbitration Agreement is deemed invalid or unenforceable through a final judicial determination, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms, provisions, covenants, and restrictions of this Arbitration Agreement will remain in full force and effect. Otherwise, no portion of this Arbitration Agreement may be amended, severed, or waived absent a written agreement between you and Zappy’s Auto Washes.

5.7 Time Limitation on Claims

The parties agree that they must initiate arbitration within one (1) year after the party discovered or should have discovered the Dispute, unless applicable state or federal law expressly does not permit for the parties to shorten the length of a limitations or repose period or enforcement of this provision contradicts an

applicable fundamental public policy; otherwise, the parties agree that the Dispute is permanently barred.

5.8 Class Action Waiver

YOU AND ZAPPY'S AUTO WASHES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Zappy's Auto Washes agree otherwise, the arbitrator may not consolidate one or more person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If there is a final judicial determination that applicable law precludes enforcement of this Section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

5.9 Initiating Arbitration

If you intend to seek arbitration you must first send a written notice ("Notice"), by certified mail, to Zappy's Auto Washes, 9946 Johnnycake Ridge Rd Concord, OH 44077, Attn: General Counsel. If Zappy's Auto Washes intends to seek arbitration, Zappy's Auto Washes will send a Notice to the email address, current billing address, or mobile telephone number in your Account or associated with your UWC membership plan. The Notice must describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach an agreement within 30 days from the receipt of the Notice, either party may initiate arbitration proceedings.

A form to initiate arbitration proceedings is available on the AAA site at www.adr.org. In addition to filing this form with the AAA, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send such copy to Zappy's Auto Washes at 9946 Johnnycake Ridge Rd Concord, OH 44077, Attn: General Counsel. Zappy's Auto Washes will send such copy to the email address, current billing address, or mobile telephone number in your Account or associated with your UWC membership plan or to your attorney, if you have retained one.

For Disputes asserted by you of \$50,000 (US Dollars) or less, you agree to pay the filing fee specified in the rules of the AAA; Zappy's Auto Washes will pay any additional required filing fees, and all administration and arbitrator fees

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(collectively, “Arbitration Fees”) unless the arbitrator determines that your claim is frivolous. For Disputes by you over \$50,000 (US Dollars), you will be responsible for the Arbitration Fees. For Disputes asserted by Zappy’s Auto Washes, Zappy’s Auto Washes will pay Arbitration Fees. The parties agree that the prevailing party may recover Arbitration Fees as costs unless otherwise ruled by the arbitrator.

Miscellaneous

6.1 Governing Law, Forum Selection, and Jury Waiver

Except as set forth in the Arbitration Agreement section above, all matters relating to these Terms, your Account, or the UWC membership plan shall be governed by and construed in accordance with the applicable laws of the United States of America and the laws of the State of Ohio without regard to choice-of-law principles or conflict-of-laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

Unless you and Zappy’s Auto Washes agree otherwise, if it is determined or these Terms provide that a claim should not proceed through arbitration, you agree that any claim or dispute (with the exception of a claim or dispute appropriately lodged in any small claims court) shall be resolved in the United States District Court for the District of Ohio, and you submit to the personal jurisdiction of that court. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States District Court for the District of Ohio for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of Ohio located in Lake County, and you submit to the personal jurisdiction of that court. As to any proceeding in court, you and Zappy’s Auto Washes both waive your right to a jury trial, unless such waiver is unenforceable.

The choice-of-law and forum-selection provisions in this section do not apply to the Arbitration Agreement or to any arbitrable disputes as provided by the Arbitration Agreement section. Instead, as provided in the Arbitration Agreement section, the FAA shall apply to any such disputes.

6.2 Feedback

Zappy’s Auto Washes is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us (“Feedback”), including responses to questionnaires or through

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postings to the Website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgment, or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products and creating, modifying, or improving the UWC. In addition, you agree not to enforce any “moral rights” in and to the Feedback, to the extent permitted by applicable law.

6.3 Customer Support

To find more information about UWC and its features, or if you need assistance with your UWC membership plan, visit the Website, visit any Zappy’s Auto Washes location, email zappysautodetail@gmail.com, or call 844-927-9274.

6.4 Changes to Terms

Zappy’s Auto Washes may, from time to time, change these Terms. Such revisions extend only to claims arising after the change date, apply equally to any claims that either party may have against the other, and shall be effective immediately; provided, however, for existing UWC members, such revisions shall, unless otherwise stated, be effective no sooner than the 31st day following the date such change is posted on the Website.

6.5 Miscellaneous

We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent, and any such attempted or purported assignment or delegation without our prior written consent is void. These Terms do not confer any rights, remedies, or benefits upon any person other than you and Zappy’s Auto Washes, except that our affiliates are third-party beneficiaries of these Terms. These Terms are the entire agreement between you and Zappy’s Auto Washes with respect to your UWC membership plan. Zappy’s Auto Washes failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Zappy’s Auto Washes. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms inure to the benefit of the successors and assigns of Zappy’s Auto Washes. Any

provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, or dispute resolution) will continue in effect beyond any termination of these Terms or of your UWC membership plan.

Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

REVIEW AND APPROVAL

This notice will be reviewed **annually** and updated as necessary.