
Please Read These Terms and Conditions of Use Carefully Before Downloading, Accessing, or Using any FINS Car Wash Mobile Application

The Terms and Conditions contained here are applicable to your access to, and use of the FINS Car Wash Mobile Application. These Terms and Conditions of Use are a legal and binding agreement between you and FINS Car Wash Mobile Application, its affiliates, and related entities. context may require, as “we”, “us”, or “our”). These Terms of Use govern your use of the FINS Car Wash Mobile Application, which may include loyalty programs, offers/rewards, content, information, services, and features made available through the FINS Car Wash Mobile Application. If you do not agree to these Terms and Conditions of Use, then you should not use FINS Car Wash Mobile Application

Your use of the FINS Car Wash Mobile Application is at your risk. If you are dissatisfied with the FINS Car Wash Mobile Application in any way, its programs, offers/rewards, contents, features, or these Terms and Conditions of Use, your sole and exclusive remedy is to discontinue accessing and using the FINS Car Wash Mobile Application.

Modifications to These Terms and Conditions of Use

At any time we reserve the right to change, modify, update or revise these Terms and Conditions. Any changes will become effective upon posting to the FINS Car Wash Mobile Application, along with the date on which it was most recently updated as indicated by the “**Last Updated**” section at the end of these Terms and Conditions of Use. Your continued access to or use of the FINS Car Wash Mobile Application and its programs and offers/rewards after any such changes indicates your acceptance of the Terms and Conditions of Use as modified. It is your responsibility to review the Terms and Conditions of Use regularly for updates.

FINS Car Wash Mobile Application

FINS Car Wash Mobile Application and all content, information, and other materials featured, displayed, contained, and available on the FINS Car Wash Mobile Application, including, but not limited to, all text, images, graphics, designs, illustrations, photographs, pictures, audio, software, and video clips, the “look and feel”, pages, screens, content arrangement, and computer programs (collectively, “**Materials**”) are owned by or licensed to FINS Car Wash Mobile Application and its Affiliates and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws. Subject to your compliance with these Terms and Conditions of Use, we grant you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download the FINS Car Wash Mobile Application Services for noncommercial purposes only. You may view, display, copy, download, and print the Materials solely for your own personal, noncommercial use. All copyright, trademark, and other proprietary notices contained on the Materials must be retained on all copies thereof. You may not, in any way, otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, the FINS Car Wash Mobile Application or its Materials. Except as expressly provided herein, we do not grant any express or implied right to you under any patents, trademarks, copyrights, or trade secret information.

You agree to abide by all additional terms, conditions, and restrictions included within the FINS Car Wash Mobile Application, the Materials, and/or the programs, features, and services.

FINS Car Wash may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to any FINS Online Service, or any portion thereof; (2) change, revise, or modify the FINS Car Wash Mobile Application, the Materials, or any portion thereof; (3) interrupt the operation of the FINS Car Wash Mobile Application, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or for any other purposes; (4) impose limits on certain programs, features, and services, or restrict your access to the FINS Car Wash Mobile Application, in whole or in part; and/or (5) terminate the authorization, rights, and license given above, upon which you shall immediately destroy all Materials.

User Conduct

You agree to use the FINS Car Wash Mobile Application, the Materials, and the programs, features and services in accordance with these Terms and Conditions of Use and all applicable laws and regulations. You agree not to:

- modify, adapt, translate, or reverse engineer any portion of the FINS Car Wash Mobile Application or the Materials;
- use the FINS Car Wash Mobile Application or any Materials, features, or services for any unlawful, fraudulent, or malicious purposes, or to solicit any such activity;
- attempt to gain unauthorized access to any accounts, features, systems, or networks through hacking, password mining, or any other means;
- use the FINS Car Wash Mobile Application or any feature in any way that could disrupt, damage, disable, overburden, or impair it or its systems, servers, or networks;
- frame or mirror any portion or feature of the FINS Car Wash Mobile Application;
- use the FINS Car Wash Mobile Application or any feature for advertisements, chain letters, spamming, junk mail, solicitations, or any other commercial purposes;
- use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to: (1) access, acquire, copy, or monitor any portion of the FINS Car Wash Mobile Application or the Materials; (2) reproduce or circumvent the navigational structure or presentation of the FINS Car Wash Mobile Application or the Materials; (3) obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the FINS Car Wash Mobile Application;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the FINS Car Wash Mobile Application or with any other person’s use or enjoyment of the FINS Car Wash Mobile Application;
- transmit any viruses, worms, defects, Trojan horses, time bombs, cancel-bots, corrupted files, or other items of a destructive nature;
- circumvent or attempt to circumvent any security or authentication measures implemented by or on behalf of FINS Car Wash;
- forge headers or otherwise manipulate identifiers;
- post, transmit, submit, or include any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable content, material, or information of any kind, or any content, material, or information that may give rise to criminal or civil liability;
- submit or post any false or misleading information; and/or
- violate, infringe, or misappropriate the intellectual property, publicity, privacy, or other proprietary rights of FINS Car Wash, its Affiliates, or any other person or entity.

We reserve the right to prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to the FINS Car Wash Mobile Application, the Materials, users, us, our brand, or any other person or entity, or that violates these Terms and Conditions of Use and/or applicable law.

Submissions

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any materials, remarks, suggestions, ideas, photos, stories and/or other information you communicate or submit to us through FINS Car Wash Mobile Application, via phone, or otherwise (“**Submissions**”) will be considered non-confidential and non-proprietary. By providing a Submission to us, you expressly grant us an unrestricted, irrevocable, perpetual, transferable (i.e., fully assignable and sub-licensable), worldwide, royalty-free license to disclose, copy, reproduce, display, publicly perform, transmit, distribute, translate, reformat, incorporate, and otherwise use your Submission along with your name, photograph, voice, likeness and other information, content, or materials embodied therein, in whole or in part, and create derivative works therefrom, in any media now known or hereafter developed, and for any and all commercial or non-commercial purposes without compensation to you or any else. You also permit any user to access, display, view, store, and reproduce, for personal use only, your Submission as posted by us.

We may, but shall not be obligated to, in our sole discretion, post any Submission on the FINS Car Wash Mobile Application and identify you as the submitting party. We may, without notice to you, refuse or edit Submissions for any reason or no reason, including those Submissions that violate these Terms and Conditions of Use, are irrelevant or inappropriate, or represent us in a negative way or in any manner not consistent with our brand and/or reputation, as determined by us in our sole discretion. You agree that any statements that you make about us or any of our products, services, or programs in any Submission that you make accurately reflect your personal beliefs and experiences with us and our products and services, and that any opinions submitted are true to the best of your knowledge.

You are fully responsible for your Submissions. You agree that your Submissions comply in all respects with these Terms and Conditions of Use and shall not be made on behalf of any person or entity without their prior written consent. You may not include any content (e.g., text, photos, images, quotes, logos, etc.) that is the property of another (e.g., protected by copyright, trademark, or other intellectual property rights), unless you have express, written permission to do so.

Programs and Promotions

Any programs, offers/rewards, sweepstakes, contests, raffles, surveys or other similar promotions (collectively, "**Promotions**") made available through the FINS Car Wash Mobile Application may be governed by rules and/or terms that are additional to these Terms and Conditions of Use. By participating in any such Promotion, you will become subject to any such additional Promotions terms. FINS Car Wash urges you to read the applicable Promotions terms, which are either included herein or linked from the particular Promotion, and to review our Privacy Policy which, in addition to these Terms and Conditions of Use, governs any information you submit in connection with any such Promotions.

FINS Car Wash Mobile App

In order to use FINS Car Wash Mobile Application made available through the FINS Car Wash Mobile Application ("**the App**") you must have a compatible mobile device; FINS Car Wash does not warrant that the App will be compatible with your mobile device.

If you access the App using an Apple iOS or Android powered device, Apple Inc. or Google, Inc., and their subsidiaries, respectively, shall be a third-party beneficiary to this contract and you agree that these third-party beneficiaries have the right to enforce these Terms of Use against you. However, these third-party beneficiaries are not a party to these Terms and Conditions of Use and are not responsible for the provision or support of the App. You agree that your access to the Mobile App also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

The App may automatically download and install updates from time to time or require the downloading and installation of updates or new versions for continued use. You acknowledge that in some instances updates and/or new versions may reduce or remove features and functionality in prior versions of the App.

FINS Car Wash Digital Gift Card

The FINS Car Wash Mobile App (the "**App**") allows you to load funds onto a FINS Car Wash Digital Gift Card for use at participating FINS Car Wash locations. To load funds to your FINS Car Wash Digital Gift Card, sign into your FINS Car Wash Account on the App, then open your card and enter a dollar amount and payment method (credit card, Apply Pay, etc.). The dollar value that you load onto your FINS Car Wash Digital Gift Card with the FINS Car Wash app is a prepayment redeemable solely for the goods and services of participating stores. We offer the FINS Car Wash Digital Gift Card to make it more convenient for you to shop with us. We have no liability for any temporary inability to access funds loaded to a FINS Car Wash Digital Gift Card for any reason, including but not limited to connectivity failures, problems with your mobile phone or other device, temporary issues with our service providers, or any other reason. Unless otherwise required by law or permitted by these Terms and Conditions, the dollar value on your FINS Car Wash Digital Gift Card is nonrefundable and may not be redeemed for cash nor via a credit back to a credit card, including the credit card from which such funds were originally loaded. However, upon request, unused balances on a Digital Gift Card accessible via the App may be transferred to a physical FINS Car Wash gift card that you may use to make future purchases of FINS Car Wash goods and services or provide to a de of your choice.

FINS Car Wash Offers/Rewards Program

The FINS Car Wash Offers/rewards program is operated by FINS Car Wash and subject to the following additional terms and conditions (the "**Offers/rewards Terms**").

Eligibility. FINS Car Wash Offers/rewards ("**Offers/rewards**") are limited to persons residing in the United States who are eligible to use the FINS Car Wash Mobile Application and who download the FINS Car Wash Mobile App (the "**App**") and sign-up for a FINS Car Wash account. You must be at least 13 years of age to redeem Offers/rewards in the FINS Car Wash Offers/rewards program. Some activities may only be available to those who are at least 18 years or age. FINS Car Wash accounts are limited to one individual per account. Offers/rewards are valid only at participating FINS Car Washes. To sign up for a FINS Car Wash account, download the App to your Android™ or iPhone® device and follow the prompts to access account sign-up and/or sign-in page in the App. You can also sign up by following the prompts at www.finswash.com or by creating an online account. (Note: In order to receive FINS Car Wash Offers/rewards, you must download the app and redeem using the Bar Code included in the app. See below for details) You will be required to provide the requested information, including, but not limited to, user name, password, name, and e-mail address. FINS Car Wash may periodically request additional information to help us get to know you better. You agree to provide true and accurate information and to ensure that information provided by you is up-to-date and accurate. Communications with you will be made using contact information most recently provided by you. FINS Car Wash is not responsible for your inability to receive or redeem Offers/rewards or other loss arising from your failure to provide and maintain accurate contact information.

FINS Car Wash may send messages from time to time using the contact information provided by you. Such messages may include system updates, flash bulletins, Offer confirmations, administrative announcements, special requests and the like and

may be sent via notifications in the App, via e-mail, regular mail, or communicated to you on a receipt or display at the time of use of an your account.

Your participation in any Offer is personal and non-transferable. Offer status and/or individual Offer may not be purchased, sold, bartered, brokered or otherwise transferred. Offers/rewards made via FINS Car Wash are purely promotional offers/rewards. You agree that no portion of your payment for purchases qualifying for any Offer constitutes consideration paid for any Offer.

Offers/rewards. The FINS Offers/rewards are issued on a periodic basis. Upon signing up, you will receive notice via the FINS Car Wash account of your current Offer. Once you activate a FINS Car Wash account, you are eligible to receive special offers/rewards from time to time. The number, type and frequency of Offers/rewards are based on a number of factors, each of which are subject to change, without notice. Those factors may include, without limitation, volume and type of purchases at participating FINS Car Wash locations, number of visits and frequency of visits to participating FINS Car Wash locations, interaction with other FINS Car Wash applications or promotions; or special offers/rewards made directly by FINS Car Wash Operators or FINS Car Wash which may include ways to progress toward your next reward/offer via a special promotion. For Offers/rewards that are based on purchases, the following types of purchases at a participating FINS Car Wash qualify: (1) placing and completing a Mobile order for a qualifying purchase through the App; (2) using your FINS Car Wash Digital Gift Card to complete a purchase or transaction at a participating FINS Car Wash ; (3) logging into your FINS Car Wash account online and making an online purchase at a participating FINS Car Wash ; and (4) or completing a transaction at a participating FINS Car Wash and scanning the digital code linking to your FINS Car Wash account at checkout.

You must use the App or if placing an online order, be signed in to your FINS Car Wash account, to complete the qualifying purchase or activity in order for that purchase or activity to count towards your progress to the next qualifying Offer. Benefits applied from any single qualifying purchase or activity may only be credited to (1) FINS Car Wash account. The qualifying purchase or activity will be applied to your account after completion of the qualifying purchase or activity. In certain cases, it may take twenty-four (24) hours or more to be credited. FINS Car Wash shall not be responsible for, or liable to, you, or any person or entity, in any way for any losses, costs or expenses incurred by a delay, error or omission in crediting a qualifying purchase or activity to your FINS Car Wash account.

Offers/rewards are purely promotional offers/rewards and may have certain restrictions including expiration dates and short, time-limited redemption periods. All Offers/rewards must be redeemed prior to the stated expiration date for the Offer and in compliance with any other conditions associated with the particular Offer to be valid. It is your responsibility to check your FINS Car Wash account periodically for Offers/rewards and use the Offers/rewards prior to the stated expiration date.

Activities which allow progress towards Offers/rewards do not count towards and may not be combined with other programs. Activities tied to specific Offers/rewards must be fully completed and will only result in one Offer, regardless of the number of times the activity is performed. FINS Car Wash reserves the right to change, modify or update these Offers/rewards and the qualifying purchases and activities to progress to an Offer from time to time without notice. Certain purchases and transactions do not qualify, including, without limitation: (i) purchases of FINS Car Wash gift cards or gift certificates; (ii) purchases or transactions made using an Offer or other promotional item; or (iii) purchases made as a guest (e.g. made while not signed in to your FINS Car Wash account), whether made in-store, online or through the App. FINS Car Wash is under no obligation to provide you with any particular number of Offer opportunities or special offers/rewards. FINS Car Wash reserves the right to limit enrollment at any time.

Special Offers/rewards: FINS Car Wash and participating FINS Car Wash, in their sole and absolute discretion, may periodically offer the opportunity for additional Offers/rewards on particular transactions or special offers/rewards ("**Special Offers/rewards**"). Special Offers/rewards may also be distributed to you via the App or via e-mail or mail from time to time (based on the information you have in your account). Special Offers/rewards may include periodic promotional offers/rewards on washes and/or services. You must have your App set to receive notifications and/or have opted-in to receive email communications in order to receive promotional and marketing offers/rewards. Special Offers/rewards may be customized based on your qualifying purchases and preferences. In certain events, Special Offers/rewards may require that you have location settings enabled for them to be distributed to your App. Please note that FINS Car Wash and participating FINS Car Washes may be unable to send these Special Offers/rewards to you if you have turned off your notifications or location settings in the App; if you have elected not to receive email communications from FINS Car Wash; or if you have poor network connectivity. Special Offers/rewards may have certain restrictions including expiration dates and short, time-limited redemption periods. Special Offers/rewards are personal to you and cannot be shared, copied or transferred. You may be required to present your FINS Car Wash account information at the participating FINS Car Wash in order to redeem Special Offers/rewards. Read each offer carefully for specific details, conditions, limitations and restrictions.

Redeeming Offers/rewards. To redeem an Offer, you must present the valid Offer in the App at a participating FINS Car Wash (for in-person transactions) or be logged into your FINS Car Wash account (for in App transactions). Offers/rewards are subject to availability and limitations as may be imposed by FINS Car Wash. Determinations regarding redemption of Offers/rewards are

subject to the discretion of the participating FINS Car Wash. Only one Offer may be redeemed per transaction. Once redeemed, the Offer will be indicated as redeemed in your FINS Car Wash account. Updates to the status of Offers/rewards may take 24-48 hours or more to show up in your account. A list of current Offers/rewards and redeemed and expired Offers/rewards are available under your FINS Car Wash account. Offers/rewards have no cash value and are not redeemable for cash, gift certificates or gift cards. Offers/rewards are promotional and do not constitute property of any FINS Car Wash account holder. FINS Car Wash reserves the right to limit the redemption of specific Offers/rewards and limit the number of Offers/rewards available. FINS Car Wash reserves the right to modify the number of qualifying purchases or transactions needed to receive specific Offers/rewards.

Cancellation; Termination. You may opt-out of FINS Car Wash Offers/rewards at any time, for any reason by cancelling your FINS Car Wash account. If you cancel your account, any unredeemed Offers/rewards and/or progress towards other Offers/rewards will automatically expire and will no longer be available for redemption. If you re-enroll at any time, you will start at the introductory Offers/rewards level as applicable.

Upon cancellation, your FINS Car Wash account shall immediately cease and you may no longer receive Offers/rewards, redeem Offers/rewards previously received, receive FINS Car Wash benefits, or make purchases using remaining balances on Digital Gift Card funds accessible via your FINS Car Wash account. FINS Car Wash has no obligation to compensate you for any unredeemed Offers/rewards or benefits following cancellation, or for unused balances on Digital Gift Cards accessible via your FINS Car Wash account. FINS Car Wash will not refund any unused balances on Digital Gift Card funds accessible through your FINS Car Wash account (including via credit back to a credit card from which such funds may have been loaded to the Digital Gift Card), but will upon request at the time of cancellation of your FINS Car Wash account transfer any unredeemed Digital Gift Card balances accessible through your FINS Car Wash account to a physical FINS Car Wash gift card that you may use to make future purchases or gift to a designee of your choosing. Because we plan our communications in advance, it may take several weeks for your request to become effective. If you continue to receive our communications after expressing an opt-out preference, please let us know so that we can investigate the situation.

FINS Car Wash reserves the right to suspend or terminate, at FINS Car Wash's sole and absolute discretion, any FINS Car Wash account if FINS Car Wash believes that the account holder has abused FINS Car Wash Offers/rewards privileges, has violated or acted inconsistently with these FINS Car Wash Offers/rewards Terms and Conditions or applicable law or acted in a manner harmful to our interests. FINS Car Wash further reserves the right to terminate a FINS Car Wash account that has been inactive for a period of three (3) years or more. You understand and agree that termination by FINS Car Wash of a FINS Car Wash account will result in the cancellation of all Offers/rewards associated with that account and the inability to earn and/or redeem further Offers/rewards, as well as inability to access or use any remaining balances on Digital Gift Cards accessible via your FINS Car Wash account. Upon termination of your FINS Car Wash account, FINS Car Wash will not refund any unused balances on Digital Gift Card funds accessible through your FINS Car Wash account (including via credit back to a credit card from which such funds may have been loaded to the Digital Gift Card), but will upon request at the time of termination of your FINS Car Wash account transfer any unredeemed Digital Gift Card balances accessible through your FINS Car Wash account to a physical FINS Car Wash gift card that you may use to make future purchases or gift to a designee of your choosing.

FINS Car Wash reserves the right to terminate FINS Car Wash Offers/rewards Program, or any or all benefits under FINS Car Wash Offers/rewards, at any time, for any reason. In the event FINS Car Wash elects to terminate FINS Car Wash Offers/rewards, FINS Car Wash will provide a notice of termination in accordance with these Terms, as they may be modified or amended from time to time. In the event of such termination, at FINS Car Wash's election, FINS Car Wash may allow you to redeem any outstanding valid and unexpired Offers/rewards at a participating FINS Car Wash until expiration of such Offers/rewards. ANY UNREDEEMED AND UNEXPIRED OFFERS/REWARDS SHALL BE CANCELLED AT THE LATER OF (1) THE EXPIRATION OF THE THEN-CURRENT OFFERS/REWARDS OR (2) NINETY (90) DAYS AFTER FINS CAR WASH OFFERS/REWARDS PROGRAM TERMINATION.

General Restrictions. FINS Car Wash shall be the sole arbiter in cases of suspected abuse, fraud, or violation of its Offers/rewards Terms and Conditions and any decision it makes relating to termination or disabling of FINS Car Wash your FINS Car Wash account or of the overall FINS Car Wash Offers/rewards Program (including, but not limited to, cancellation of specific Offers/rewards) shall be final and binding. Should you object to any of these Offers/rewards Terms and Conditions, or any subsequent modifications thereto, or become dissatisfied with FINS Car Wash Offers/rewards, your sole remedy is to discontinue participation in FINS Car Wash Offers/rewards programs and properly cancel your account in the manner provided above.

Copyright Infringement Notification

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. Copyright Law. If you believe in good faith that Materials available on the FINS Car Wash Mobile Application infringe your copyright, you (or your agent) should send us a notice requesting that we remove the Material or block access to it. If you believe in good faith that some has wrongly submitted a notice to us under

this paragraph, then you should send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details.

If you believe that your work has been improperly copied and posted on the FINS Car Wash Mobile Application, then please provide us with the following information: (1) name, address, telephone number, email address, and an electronic or physical signature of the copyright owner or of the person authorized to act on his or her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) the applicable FINS Car Wash and a description of where the Material that you claim is infringing is located within such FINS Car Wash; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give us legally sufficient notice of infringement.

Notices and counter-notices should be sent to:

FINS Car Wash.
ATTN: Marketing
finswash@finswash.com
6600 AAA Drive
Charlotte, NC 28212
704-569-3600

We suggest that you consult your legal advisor before filing a notice or counter-notice. Please be aware that there may be penalties for false claims under the DMCA.

Login and Registration

Certain programs, offers/rewards, features, or services offered on or through the FINS Car Wash Mobile Application may require you to complete a registration process and/or setup an account or login. In connection therewith, you agree to (1) provide true, accurate, current, and complete information about yourself, and (2) maintain and promptly update your information to keep it true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of the information you hold for your login, including your password. You agree to notify FINS Car Wash immediately of any unauthorized use of your login, or any other breach of security. You may be held liable for losses incurred by FINS Car Wash user or visitor due to some else using your login as a result of your failing to keep your login information secure and confidential.

You may not use any else's login at any time without their express written permission. FINS Car Wash shall not be liable for any loss or damage arising from your failure to comply with these obligations.

Mobile Apps

In order to use FINS Car Wash Mobile Application made available through a mobile application ("**Mobile App**") you must have a compatible mobile device; FINS Car Wash does not warrant that the Mobile App will be compatible with your mobile device.

If you access the Mobile App using an Apple iOS or Android powered device, Apple Inc. or Google, Inc., and their subsidiaries, respectively, shall be a third-party beneficiary to this contract and you agree that these third-party beneficiaries have the right to enforce these Terms of Use against you. However, these third-party beneficiaries are not a party to these Terms and Conditions of Use and are not responsible for the provision or support of the Mobile App. You agree that your access to the Mobile App also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

The Mobile App may automatically download and install updates from time to time or require the downloading and installation of updates or new versions for continued use. You acknowledge that in some instances updates and/or new versions may reduce or remove features and functionality in prior versions of the Mobile App.

Links To Third Party Sites and Social Media Pages

The FINS Car Wash Mobile Application may contain links to other third-party websites, including the franchised operators of FINS Car Wash businesses ("**Operators**"), and social media platforms, such as Facebook, Twitter, or Foursquare (all links to third-party websites and social media platforms are collectively referred to herein as "**Linked Sites**"). Linked Sites are provided only for your convenience. If you decide to visit any Linked Site, you do so at your own risk. FINS Car Wash and its Affiliates have no responsibility or liability for any Linked Sites, or the content, policies, or actions thereof. If you choose to purchase any product or service from a Linked Site (including, without limitation, from an Operator Linked Site), your relationship is with that third party. You agree that we are not responsible for the quality of third-party products or services, or fulfilling any of the terms of your agreement with the seller, including, but not limited to, the delivery of products and services and warranty obligations related to products and services. Links do not imply that we sponsor, endorse, are affiliated with or associated with, or are legally authorized

to use any trademark, trade name, service mark, design, logo, symbol, or other copyrighted materials displayed on or accessible through such Linked Site.

Privacy

FINS Car Wash's Privacy Policy applies to use of the FINS Car Wash Mobile Application and programs, offers/rewards, and promotions, and its terms are made a part of these Terms and Conditions of Use by this reference. By accessing and using the FINS Car Wash Mobile Application you agree to be bound by our Privacy Policy.

Trademark Information and Ownership of Intellectual Property

FINS Car Wash® is a registered trademark and service mark of AAA of the Carolina in the United States. The absence of a trademark notice or legend indicating the registration or ownership by FINS Car Wash does not constitute a waiver of trademark or other intellectual property rights concerning that trademark or service mark used or referenced on the FINS Car Wash Mobile Application.

The FINS Car Wash Mobile Application, the Materials, and the trademarks, logos, service marks, and all other source identifying indicia displayed on the FINS Car Wash Mobile Application (collectively, the "FINS Car Wash Intellectual Property") are owned by or licensed to FINS Car Wash, or others with all rights reserved unless otherwise noted. We do not permit third parties to use FINS Car Wash Intellectual Property in any manner, including advertising, as an endorsement for any product or service, in association with contests or promotions, or for any other purpose, commercial or otherwise, without our prior express written permission.

Nothing contained on the FINS Car Wash Mobile Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use FINS Car Wash Intellectual Property without our prior express written permission. You are strictly prohibited from using any FINS Car Wash Intellectual Property except as expressly provided in these Terms and Conditions of Use. You are also advised that FINS Car Wash or AAA Carolinas will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

Electronic Communications

When you visit the FINS Car Wash Mobile Application or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the FINS Car Wash Mobile Application. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms and Conditions of Use.

No Warranties

FINS Car Wash makes no representations or warranties regarding the FINS Car Wash Mobile Application and the Materials.

WE DO NO WARRANT THAT THE FINS CAR WASH MOBILE APPLICATION OR THE MATERIALS WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPNTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OF THE FINS CAR WASH MOBILE APPLICATION OR THE MATERIALS, PROGRAMS, OFFERS/REWARDS, FEATURES, AND SERVICES MADE AVAILABLE THROUGH THE FINS CAR WASH MOBILE APPLICATION, OR THE RESULTS OBTAINED THEREFROM, INCLUDING, WITHOUT LIMITATION, AS TO ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE.

THE FINS CAR WASH MOBILE APPLICATION AND THE MATERIALS, PROGRAMS, OFFERS/REWARDS, FEATURES, AND SERVICES MADE AVAILABLE THROUGH THE FINS CAR WASH MOBILE APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTY SERVICE PROVIDERS, PARTNERS, SPONSORS, LICENSORS, LICENSEES, OR THE LIKE ("**PROVIDERS**") IN CONNECTION WITH OR RELATED TO YOUR USE OF THE FINS CAR WASH MOBILE APPLICATION AND THE MATERIALS, PROGRAMS, OFFERS/REWARDS, FEATURES, AND SERVICES MADE AVAILABLE THROUGH THE FINS CAR WASH MOBILE APPLICATION.

Limitations of Liability

IN NO EVENT SHALL WE OR ANY OF OUR PROVIDERS BE LIABLE TO ANY PERSON FOR DAMAGES OF ANY KIND, UNDER ANY

LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES (LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, PROGRAMS, OR DATA) RESULTING FROM YOUR USE OF OR INABILITY TO USE THE FINS CAR WASH MOBILE APPLICATION AND THE MATERIALS, PROGRAMS, OFFERS/REWARDS, FEATURES, AND SERVICES MADE AVAILABLE THROUGH THE FINS CAR WASH MOBILE APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Indemnification

You agree to indemnify, defend, and hold harmless FINS Car Wash, its Affiliates, its Providers, and its and their officers, directors, employees, parent companies and agents from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and expenses that arise directly or indirectly out of or from: (1) your breach of these Terms and Conditions of Use; and/or (2) your activities in connection with the FINS Car Wash Mobile Application, and the Materials, programs, offers/rewards, features, and services made available through the FINS Car Wash Mobile Application.

International Users and Choice of Law

The FINS Car Wash Mobile Application are controlled, operated, and administered by us and our service providers from offices within the United States of America. We make no representation that Materials on the FINS Car Wash Mobile Application are appropriate or available for use at other locations outside of the United States, and access to them from territories where their contents are illegal is prohibited. You may not use the FINS Car Wash Mobile Application or export the Materials in violation of U.S. export laws and regulations. If you access the FINS Car Wash Mobile Application from locations outside of the United States of America, you are responsible for compliance with all local laws. These Terms and Conditions of Use and our Privacy Policy shall be governed by the laws of the State of North Carolina, U.S.A., without regard to conflict of laws provisions or principles.

No Agency Relationship

Neither these Terms and Conditions of Use, nor any Materials, programs, offers/rewards, features, or services of the FINS Car Wash Mobile Application, create any partnership, joint venture, employment, or other agency relationship between FINS Car Wash, its Affiliates, and you. You may not enter into any contract on our behalf or bind us in any way.

Violation of these Terms and Conditions of Use and Remedies

You agree that FINS Car Wash may, in its sole discretion and without prior notice, block and/or terminate your access to any or all of the FINS Car Wash Mobile Application if we determine that you have violated these Terms and Conditions of Use or other agreements or guidelines that may be associated therewith. You also agree that any violation, or threatened violation, by you of these Terms and Conditions of Use constitutes an unlawful and unfair business practice, and will cause irreparable and unquantifiable harm to FINS Car Wash. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

If FINS Car Wash takes legal action against you as a result of your violation of these Terms and Conditions of Use, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to FINS Car Wash. You agree that FINS Car Wash will not be liable to you or to any third party for termination of your access to the FINS Car Wash Mobile Application as a result of any violation of these Terms and Conditions of Use.

Entire Agreement, Claims Limitations, and Severability

These Terms and Conditions of Use, together with our Privacy Policy and any other applicable terms included within the FINS Car Wash Mobile Application, and/or the Materials, programs, offers/rewards, features, and services made available through the FINS Car Wash Mobile Application, as each is currently posted on the FINS Car Wash Mobile Application, constitute the entire agreement between us and you with respect to your use of the FINS Car Wash Mobile Application and the Materials, and supersede all previous written or oral agreements between us and you with respect to such subject matter. Any cause of action you may have arising out of or relating in any way to the FINS Car Wash Mobile Application must be commenced within (1) year after the claim or cause of action arises. If, for any reason, a court of competent jurisdiction finally determines any provision of these Terms and Conditions of Use, our Privacy Policy, or any portion thereof to be unenforceable, such provision shall be enforced to the maximum extent permissible so as to give the intended effect thereof, and the remainder of these Terms and Conditions of Use and Privacy Policy shall continue in full force and effect.

Contact Information

If you have any questions about FINS Car Wash Mobile Application or these Terms and Conditions of Use, or to report violations of these Terms and Conditions of Use, please contact us at:

FINS Car Wash, Inc.
6600 AAA Drive
Charlotte, NC 28212
704-569-3600

Last Updated

Terms and Conditions of Use last updated on March 29, 2019.

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Description of the Product and Service.

As a AAA Member, or FINS customer who may not be a AAA member, you are entitled to benefit from the FINS Car Wash services through the AAA Club of which you are a member. When traveling outside of your AAA Club's territory, these services may not be available in other clubs.

The "Product" is an Apple iOS compatible software application provided by AAA that facilitates your use of AAA FINS Car Wash services. Through the Product, you may submit a service request, and we will verify your membership, confirm receipt of your request, initiate the FINS Mobile user experience, and use the GPS data provided by your iOS device to help locate you. We may also provide you with local information that may be relevant to your request (e.g., loyalty offers and special incentives). The Product may also provide information and links related to other AAA products and services, and third party products and services. The functions that we provide through the Product may be referred to as the "Service."

These terms of use govern your use of the Product and the Service only; other aspects of FINS Car Wash services continue to be governed by the applicable terms of your AAA Club. The Product and Service are provided by AAA and may not be available to members of all AAA Clubs in the United States and is also available to non-AAA members. The Service is dependent on the availability of cellular service and Internet connectivity that you must obtain.

Product License.

AAA grants you a personal, non-transferable right to use the Product on iOS devices that you own or control, subject to the other limitations and restrictions in these terms of use. You may not rent, lease, lend, sell, redistribute or sublicense the Product. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Product, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). These terms of use will govern any upgrades provided by AAA that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Privacy and Confidentiality.

Collection: We will collect the following data when you use the Service ("Information"):

- Any information submitted using the Product, such as your unique device identifier (UDID), name, telephone number, membership number, vehicle information (including vehicle year, make, model and engine size), and the description of your request or event.
- Any technical information provided to us from your device or cellular service provider, such as your sending IP address and the date and time of the request
- Location information provided via the Global Positions System (GPS) functionality of your iOS device

Use: We may use the Information to provide the Service to you, to communicate with you, and help identify products and services that we may offer to you directly or through our service providers.

Sharing; Disclosures: We may share any information that you provide with your local AAA Club. We may share the Information with our service providers solely for the purposes of providing you the Service.

Required Disclosures: We may provide the Information to third parties when, in our discretion, circumstances require or justify disclosure. For example: (a) a subpoena, warrant, or order issued by a court, person or body with jurisdiction compels the production of information; (b) we receive a formal request to disclose information in connection with a legal action; (c) we believe in good faith that a law, regulation or rule requires us to do so; (d) the information is needed or helpful to address an emergency

that threatens the life, health or security of an identifiable person.

Storage, Retention and Protection: The Information will be stored on servers controlled by AAA or its service providers. It will be retained in accordance with our security and records management policies. The confidentiality, security, and integrity of the Information will be protected through reasonable physical, administrative and technical safeguards.

Termination.

The Service, and your license to use the Product, is effective until terminated by You or AAA. These Terms and Conditions will continue to apply to the Product and Service after termination to the extent that you retain the Product or attempt to use the Service. Your rights under these Terms of Use will terminate automatically without notice from AAA if you fail to comply with any term(s) of these Terms of Use. Upon termination of these Terms of Use, You shall cease all use of the Product and Service, and destroy all copies, full or partial, of the Product.

AAA reserves the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will we be liable for the removal of the Product.

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Use of the Services requires an internet connection and may result in charges from your cellular service provider. We are not responsible for any such charges. YOU ARE RESPONSIBLE TO OBTAIN CELLULAR AND INTERNET SERVICE NECESSARY TO USE THE PRODUCT AND SERVICE. AAA DOES NOT WARRANT OR GUARANTEE THAT COMMUNICATION FUNCTIONALITY WILL BE AVAILABLE AT ANY PARTICULAR TIME OR PLACE. AAA IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF YOUR CELLULAR COMMUNICATION OR INTERNET SERVICE PROVIDERS, OR UNAVAILABILITY OR ERRORS ASSOCIATED WITH THEIR SYSTEMS OR SERVICES.

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Physical Safety and Security

Electronic products and communications services can and do experience errors, malfunction and failure. IF EVER YOU ARE IN A SITUATION THAT PRESENTS A RISK OF PHYSICAL HARM OR DANGER, SEEK SAFETY BEFORE ATTEMPTING TO CONTACT AAA. CONTACT LAW ENFORCEMENT OR OTHER EMERGENCY SERVICES IF YOU FEEL THREATENED. IF EVER YOU WISH TO CONTACT AAA FROM A DANGEROUS SITUATION, DO NOT RELY ON THE PRODUCT OR SERVICE; INSTEAD, CALL AAA AT THE NUMBER ON THE BACK OF YOUR MEMBERSHIP CARD (TYPICALLY 800-222-4357). IF EVER YOU ARE UNCOMFORTABLE RELYING ON THE SERVICE, OR SUSPECT THAT THE SERVICE IS NOT FUNCTIONING CORRECTLY, DO NOT RELY ON THE SERVICE, AND CALL AAA INSTEAD.

NO WARRANTY

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Export

You may not use or otherwise export or re-export the Product except as authorized by United States law and the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, the Product may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

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Effective date March 25, 2019.