# **AUTOWASH TERMS OF SERVICE**

Effective Date: August 9, 2025 Last Updated: August 9, 2025

### 1. ACCEPTANCE OF TERMS

By accessing and using the Autowash platform ("Service"), you accept and agree to be bound by the terms and provision of this agreement. If you do not agree to abide by the above, please do not use this service.

# 2. DESCRIPTION OF SERVICE

Autowash is a comprehensive business management platform designed specifically for car wash operations. Our service provides:

- Business Management Tools: Customer management, employee scheduling, service tracking
- Payment Processing: Secure payment handling and transaction management
- Inventory Management: Stock tracking and supplier management
- · Reporting & Analytics: Business insights and performance metrics
- Multi-tenant Architecture: Secure business data isolation

## 3. USER ACCOUNTS AND REGISTRATION

#### 3.1 Account Creation

- You must provide accurate, current, and complete information during registration
- You are responsible for maintaining the confidentiality of your account credentials
- · You agree to notify us immediately of any unauthorized use of your account

#### 3.2 Business Verification

- Business accounts require verification before full platform access
- We reserve the right to verify business credentials and reject applications
- False information provided during registration may result in account termination

#### 3.3 User Roles

- Business Owners: Full administrative access to business features
- Managers: Administrative access as granted by business owners
- Employees: Limited access based on assigned roles and permissions

#### 4. SUBSCRIPTION AND PAYMENT TERMS

### 4.1 Subscription Plans

- Multiple subscription tiers are available with varying features and limitations
- All fees are due in advance on a monthly or annual basis
- Trial periods may be offered at our discretion

# 4.2 Payment Processing

- We use secure third-party payment processors
- You authorize us to charge your designated payment method
- Failed payments may result in service suspension

#### 4.3 Refunds and Cancellations

- Subscription fees are generally non-refundable
- You may cancel your subscription at any time
- Service continues until the end of your current billing period

## 5. ACCEPTABLE USE POLICY

#### 5.1 Permitted Uses

You may use our service only for:

- Legitimate car wash business operations
- Managing customer relationships and transactions
- Processing payments in accordance with applicable laws
- · Generating business reports and analytics

### 5.2 Prohibited Activities

You agree not to:

- Use the service for any illegal or unauthorized purpose
- Violate any laws or regulations in your use of the service
- Attempt to gain unauthorized access to our systems
- Interfere with or disrupt the service or servers
- Upload malicious code, viruses, or harmful content
- Impersonate another person or entity
- Collect or harvest personal information of other users

#### 6. DATA PROTECTION AND PRIVACY

#### 6.1 Data Collection

- We collect and process data as described in our Privacy Policy
- Business data remains the property of the respective business owner
- We implement industry-standard security measures to protect your data

#### 6.2 Data Use

- Your data is used to provide and improve our services
- We do not sell or share your personal data with third parties for marketing
- Aggregated, anonymized data may be used for service improvement

#### 6.3 Data Retention

- Business data is retained for the duration of your subscription
- Upon account termination, data may be retained for legal and operational purposes
- You may request data deletion subject to legal requirements

# 7. INTELLECTUAL PROPERTY

#### 7.1 Service Ownership

- · Autowash platform, including all software, designs, and content, is our property
- You receive a limited, non-exclusive license to use the service
- You may not copy, modify, or distribute our proprietary content

#### 7.2 User Content

- You retain ownership of data and content you upload to the service
- You grant us a license to use your content to provide the service
- You represent that you have rights to all content you upload

#### 8. SERVICE AVAILABILITY AND MODIFICATIONS

#### 8.1 Service Uptime

- We strive to maintain high service availability
- Scheduled maintenance will be communicated in advance when possible
- We are not liable for service interruptions beyond our control

#### 8.2 Service Modifications

- We may modify, update, or discontinue features at any time
- Material changes to core functionality will be communicated to users
- Continued use of the service constitutes acceptance of modifications

## 9. LIMITATION OF LIABILITY

#### 9.1 Service Disclaimer

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

#### 9.2 Liability Limits

IN NO EVENT SHALL AUTOWASH BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES
- LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES
- DAMAGES EXCEEDING THE AMOUNT PAID FOR THE SERVICE IN THE PRECEDING 12 MONTHS

#### 10. INDEMNIFICATION

You agree to indemnify and hold harmless Autowash, its officers, directors, employees, and agents from any claims, damages, or expenses arising from:

- Your use of the service
- Your violation of these terms
- · Your violation of any third-party rights
- Your business operations and customer interactions

#### 11. TERMINATION

# 11.1 Termination by You

- You may terminate your account at any time through your account settings
- Termination does not relieve you of payment obligations for services already provided

## 11.2 Termination by Us

We may terminate or suspend your account if:

- You violate these terms of service
- · Your account becomes delinquent in payment
- We determine termination is necessary for legal or business reasons

#### 11.3 Effect of Termination

- Upon termination, your right to use the service ceases immediately
- We may delete your data after a reasonable retention period
- Provisions regarding liability, indemnification, and dispute resolution survive termination

#### 12. DISPUTE RESOLUTION

## 12.1 Governing Law

These terms are governed by the laws of your jurisdiction, without regard to conflict of law principles.

#### 12.2 Arbitration

Any disputes arising from these terms shall be resolved through binding arbitration rather than court proceedings, except for claims that may be brought in small claims court.

#### 12.3 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in class action lawsuits.

#### 13. GENERAL PROVISIONS

#### 13.1 Entire Agreement

These terms, together with our Privacy Policy, constitute the entire agreement between you and Autowash.

# 13.2 Severability

If any provision of these terms is found unenforceable, the remaining provisions will remain in full force and effect.

#### 13.3 Amendment

We may update these terms from time to time. Material changes will be communicated to users with reasonable advance notice.

#### 13.4 Contact Information

For questions about these terms, please contact us at:

Email: legal@autowash.comWebsite: www.autowash.com

• Phone: Contact through our website

By using the Autowash service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

This document was last updated on August 9, 2025. Please check our website for the most current version.