

Terms and Conditions

Last updated: October 2, 2024

Tommy's Express LLC ("**Tommy's**," "**we**," "**us**," "**our**") offers various monthly subscriptions that allow guests to pay a monthly fee for car wash services at its, or an owner/operator of a Tommy's Express car wash (each, an "**Operator**", and together, "**Operators**"), car wash locations. The recurring monthly fee depends on the services purchased. These Terms and Conditions ("**Terms**") govern your purchase of the car wash and all other services offered by Tommy's and its Operators.

By accessing and using the Tommy's website (the "**Site**") and/or signing up for an Account (as defined below) through the Tommy's application ("**App**") and either accepting these Terms or otherwise utilizing the Services (as defined below), you agree that you have read and understand these Terms and accept these Terms. If you do not accept these Terms, cancel your Membership per the procedure outlined in these Terms, and do not use the Services.

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Section 1 - Overview; Use of the Services

a.) In order to use the App, you will create a TommyClub Membership (“**Membership**”) User Account (“**Account**”), and select one of the following: (i) a monthly Unlimited Club Subscription Membership (“**Subscription**”; see Section 2), (ii) a PayPerWash pay as you go Membership (“**PpW**”; see Section 4), or (iii) a Fleet and Business Account (“**FBA**”; see Section 7), each of which will allow you to use the App lanes at any Tommy’s location to access the car wash services (including both exterior and interior clean services) provided by Tommy’s and each Operator (the “**Services**”). When you create an Account, we will collect your personally identifiable information, which is subject to our Privacy Policy incorporated herein. Please review our [Privacy Policy](#) to understand our practices.

b.) Your selected Membership may be used at any Tommy’s location. Visit tommys-express.com/locations/ for a complete list of retail outlets.

c.) While using the App, you will select a Wash Plan (i.e., Quality, Super, Ultimate, Works, Interior Clean (see Section 8 below)) for each vehicle that specifies which wash features you will receive when you visit a Tommy’s with that vehicle.

d.) You may add multiple vehicles to your Account, with each vehicle having its own Membership and Wash Plan. Vehicles can be added via the “My Garage” section of the App.

e.) Tommy’s and its Operators use License Plate Reader (“**LPR**”) technology to identify vehicles and activate Wash Plans on behalf of the user. You agree to allow Tommy’s Express and the Operators to recognize and log your license plate number, and to collect, store, and use the personal information obtained through this App and your use of any Tommy’s Express car wash in accordance with Tommy’s Privacy Policy. The use of LPR technology may be regulated or limited by federal, state, or local laws. You agree to hold Tommy’s and its Operators harmless from any claim that its use of LPR violates any applicable laws or regulations. License plate swapping (using a single plate swapped between vehicles to wash multiple vehicles under Account) is fraud and may result in a loss of your Membership and a ban from all Tommy’s locations, with no refunds.

f.) Prices for monthly Subscriptions and PpW single washes are set by either Tommy’s or an Operator for their participating location. Pricing is posted at such location and in the App and is subject to change.

g.) Tommy’s or any Operator may increase Subscription rates upon 30 days advance notice by either the Operator posting at its location or Tommy’s sending notice to the email you have on file in the App. Notwithstanding the foregoing, Tommy’s reserves the right to change the Subscription rate(s) for a Subscription to include tax or to reflect tax law changes with respect to any location at any time.

h.) You can change or update your contact information at any time via the App. It is your responsibility to make sure your contact information is kept up to date in the App to ensure the receipt of Subscription pricing changes and other notifications.

i.) Promotional Subscription or promotional PpW pricing may be limited to specific Tommy's locations. Pricing and participation may vary.

j.) Tommy's and/or the Operator of any Tommy's location reserves the right to close a location (either temporarily or permanently) for any reason, in its sole discretion.

k.) You must be at least 18 years of age to use the App or create a Membership. Persons under 18 may access the App only through the parent or legal guardian's Account.

l.) Paid fees are nonrefundable and there are no refunds or credits for partially used plan periods. Accounts with little or no usage in a given month are not entitled to refunds or credits. Any refund, discount, or other consideration to some or all of our guests is at our sole and absolute discretion in accordance with applicable law.

m.) We offer convenient payment options, including Apple Pay and Google Pay, for the Services to enhance your payment experience. By using these payment methods on the Site and/or the App, you agree to comply with their respective terms and conditions, which are outlined below:

- Apple Pay. When you choose to pay with Apple Pay, you agree to adhere to Apple Pay's terms and conditions, including their data privacy and security requirements. For more information on Apple Pay's terms and conditions, please visit [Apple Pay Terms](#).
- Google Pay. When you choose to pay with Google Pay, you agree to comply with Google Pay's terms and conditions, including their data privacy and security requirements. For more information on Google Pay's terms and conditions, please visit [Google Pay Terms](#).

By using these payment methods, you also agree to our processing of your payment information in accordance with our [Privacy Policy](#).

n.) Unless otherwise indicated, the content of the Services, including, but not limited to, all information, the design, text, images, graphics, audio clips, video clips, metadata, data, selection and arrangement of elements, organization, and the design, compilation, and other matters related to the Services (collectively, "**Content**") and the source and object code, format, algorithm, and structure of the App are protected under applicable intellectual property and other laws, including, without limitation, those of the United States. All Content and intellectual property rights herein are the property of Tommy's or used with the permission of the rights owner and are protected pursuant to applicable intellectual property laws. The posting of any Content on the Services does not constitute a waiver of any right in such Content. The reproduction, duplication, distribution (including by way of email or other electronic means), publication (including posting on

another website) modification, copying or transmission of Content from the App or the Site in any form or by any means is strictly prohibited without the express prior written consent of Tommy's.

o.) The Tommy's logo and all page headers, custom graphics, button icons, trademarks, service marks and logos appearing in the App or the Site, unless otherwise noted, are service marks, trademarks (whether registered or not) and/or trade dress of Tommy's (the "**Marks**"). You are not authorized to display or use the Marks in any manner without the express prior written consent of Tommy's. The use or misuse of the Marks or other trademarks, names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited. All other product and company names and trademarks mentioned, displayed, cited or otherwise indicated on the Site or in the App are the property of their respective owners.

p.) Subject to your compliance with the requirements and restrictions of these Terms, and strictly for your personal, non-commercial use, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable, non-assignable, license to (a) access and use the Services and to view the Content, and (b) to download and install the App on a device you own or are authorized to use. You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under these Terms, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms.

q.) You shall not:

- Reproduce, download, archive, redistribute, broadcast, sell, resell, license, modify, create derivative works of, exploit, or make any commercial use of any of the Services or Content, except if you have executed a written agreement with an authorized representative of Tommy's allowing you to do so;
- Remove or alter any copyright, trademark, or other intellectual property notices contained in the Content or Services;
- Reverse engineer, disassemble, decompile, or otherwise attempt to gain access to the source code of the App or any portion of the Site;
- Remove, disable, circumvent, or disrupt any copy protection, rights management, or security features of the Services, or scan, probe, or test the vulnerability of any Tommy's system or network or the systems and networks connected to the Services;
- Use any software robots, spiders, web crawler, bots, or other similar means whether automated or manual to access, acquire, index, or aggregate information from the Services;
- Upload to the Services any virus, malware, trojan horse, or any other malicious software;
- Attempt to gain unauthorized access to, interfere with, damage, disrupt, or otherwise create an undue burden on the server on which the Site is hosted or any server, computer, or database connected to the Services;

- Share your Account, password, or other login information with another person or use another person's account, password or other login information to access the Services;
- Bypass any geographic restrictions that may be placed on the Services, including any IP address-based restrictions;
- Use the Services or download the App from any country that is subject to a U.S. government embargo, or that the U.S. Government has designated a terrorist supporting country;
- Use the Services for any purpose that is prohibited by these Terms;
- Violate any applicable law, statute, ordinance, or regulation governing your use of the Services.

You acknowledge and agree that we may immediately and without notice suspend or terminate your Account if you engage in conduct that violates these usage restrictions or any other term of these Terms. If we terminate your Account because of your violation of these usage restrictions or your violation of any other term of these Terms, you may not re-register for or otherwise use the Services under any other username.

r.) The Site and App may include access to content, products, or services offered by third parties through hyperlinks, API, or otherwise. We are not responsible for any content or linked sites owned or controlled by a third party. We provide such content and links only as a convenience to you. Tommy's reserves the right to terminate any link or linking program at any time. We have not endorsed, tested or verified any third-party information, companies, or products to which it links or otherwise makes available. If you decide to access any third-party sites linked to the Site or the App, use such third party's products or services, or provide any personally Identifiable information to a third party, you do so subject to the terms and policies applicable to those third parties and entirely at your own risk.

Section 2 – Subscription (Unlimited Club Subscription Membership) Terms and Conditions

a.) By selecting the 'Unlimited' option in the App, you are registering for an automatic and recurring monthly Subscription for unlimited car washes at a selected Wash Plan. The Subscription uses LPR technology to allow you to use the App lanes to wash your vehicle and receive your selected Wash Plan automatically.

b.) You will be charged a monthly Subscription fee based on the Wash Plan you have selected ("**Subscription Fee**").

c.) The Subscription Fee will be an automatic and recurring monthly charge to your current, valid, accepted debit or credit card provided that you deliver through your Account, as may be updated from time to time ("**Payment Method**"). Learn how to manage or change your Payment Method [here](#).

d.) The Subscription Fee will be charged on the date you activate your Subscription, or if you subscribed using a promotional code or Gift Card (see Section 5, below), from the date the promotional or pre-paid Gift Card period expires.

e.) The Subscription will automatically renew every month and the Subscription Fee will be charged to your Payment Method each month on the renewal date.

f.) The Subscription cannot be combined with any other programs or discounts, including, but not limited to, pre-paid washes, vouchers, house accounts or coupons.

g.) The Subscription does not apply to special events.

h.) Promotional Subscriptions may be limited to single Tommy's locations. Pricing and participation may vary.

i.) Entering a promotional code will register you for an automatic and recurring monthly Subscription once the promotional period expires. Promotional Subscriptions must be deactivated prior to the monthly renewal date in order to prevent an automatic renewal and avoid a charge.

j.) Should you elect to upgrade your Wash Plan during a billing cycle, you will immediately be billed the pro-rated difference in the Wash Plan price based on the days remaining in your current billing period. Should you elect to downgrade your Wash Plan, you will continue to wash at the higher Wash Plan for the remaining portion of your billing period, and the new downgraded Wash Plan will take effect with the next billing period. Learn more about upgrading [here](#).

k.) You may transfer your Subscription to another vehicle. Transfers are only allowed once in a 30-day period. Learn more about transfers [here](#).

l.) In the event there is a problem with your Payment Method, your Subscription will be halted immediately, and you will no longer be able to use the App lanes for automatic access and must use the Cashier Lane for future washes. If Tommy's can collect payment for your Subscription within 10 days after being halted, your Subscription will continue with your current Subscription renewal schedule. If Tommy's is not able to collect payment for your Subscription after 10 days from the halted date, your Subscription will be automatically deactivated. Paid fees are nonrefundable, and you are not entitled to refunds or credits in the event that your Subscription is halted pursuant to this section.

m.) You may cancel your Subscription at any time and stop future automatic monthly renewals using the App. You must cancel a car wash plan at least five business days before it renews in order to avoid automatic billing to your Payment Method for the Subscription Fee for the next monthly billing cycle. You will need to repeat the cancellation process for each vehicle within your Account. You will receive a cancellation confirmation email for each canceled Subscription. Once canceled, you will be able to

continue washing for the remainder of your pre-paid Subscription period and no automatic renewal will take place. Learn more about canceling [here](#).

n.) Cancellation of your Subscription cannot be processed by verbal directives given to on-site staff. Cancellation must be processed through the App or by contacting Tommy's Guest Services Team (contact information available [here](#)). If you request cancellation of your Subscription outside of the App, a minimum of five (5) business days is required for processing such request.

o.) Once you have canceled a Subscription, you will no longer be able to use the App lanes for automatic access following the expiration of any period for which you have prepaid, and you must use the cashier lane available at each location for future washes.

p.) You may "Pause" your Subscription for intervals of 30, 60, and up to 90 days in the App. Longer Pause periods are available by visiting your local Tommy's location. Your Subscription will automatically restart after your selected Pause period has expired. Learn more about pausing your Subscription [here](#).

Section 3 - FREE Month Promotion

a.) New users of the App are offered a FREE trial month for their first vehicle when signing up for a Subscription through the App (the "**FREE Month**"). The FREE Month offer is only available if you have never previously signed up for a Subscription through the App and does not apply to users signing up for a Subscription through the Site.

b.) You must enter a valid Payment Method on your Account in the App in order to receive the FREE Month.

c.) The FREE Month promotion is subject to change.

Section 4 – PayPerWash (PpW) Membership Terms and Conditions

a.) By selecting the PayPerWash option in the App, you are registering for a PpW Membership, which uses LPR technology to allow you to use the App lanes to wash your vehicle and pay for it automatically with a stored Payment Method on your Account.

b.) The Payment Method on file in your Account will be charged for every car wash you purchase. A purchase is counted when your vehicle is recognized by the LPR system, and the entrance gate is opened at the wash site.

c.) For each wash, your Payment Method is charged at the price of a single wash in the Wash Plan you have selected on the App.

d.) Wash prices may vary depending on car wash location and local sales tax laws. Please review posted wash prices prior to entering the wash lanes. By entering the wash lanes

and allowing your car to be recognized using LPR, you are agreeing to pay the price of a single car wash posted at that location for the Wash Plan you have selected on the App.

e.) Each vehicle in your Account is charged separately for each wash as they occur.

f.) You may select a different Wash Plan in the App at any time; however, it may take up to 5 minutes for your selection to become active. Until that time, you will receive the Wash Plan previously selected.

g.) In the event Tommy's does not receive payment from you for any reason, including but not limited to card expiration, non-sufficient funds, declined charge, or change in Payment Method information, your Account will be placed on hold, and you will not be able to wash your vehicle until the payment issue is resolved.

h.) Because Tommy's gift cards are pre-paid, time-based (monthly) packages, adding a gift card to your Membership will convert your Membership from a PpW Membership to a Subscription Membership. Please see Section 2 (Subscription (Unlimited Club Subscription Membership) Terms and Conditions) for more information.

i.) As a new PpW Member in the App, you will be offered a single free wash, limited to one vehicle. This offer is only available to new App users who have not previously set up an Account in the App. If you have created a PpW or Subscription Membership at any point and currently have an active, paused, or canceled Membership, you are not eligible to receive the free wash promotion. This promotion is available at participating locations only and is limited to one vehicle.

j.) You may cancel your PpW Membership at any time and stop future automatic payments by canceling the PpW Membership in the App. Once canceled, you will no longer be able to use the App lanes for automatic access and billing and must use the Cashier lane for future washes.

k.) You will need to repeat the cancelation process for each vehicle within your Account. You will receive a cancelation confirmation email for each canceled PpW Membership.

Section 5 – Gift Card Terms and Conditions

a.) Tommy's partners with Operators to offer consumers the opportunity to purchase Tommy's-branded gift cards (collectively, the "**Gift Cards**") online and at Tommy's locations. Your purchase and/or use of a Gift Card indicates your acceptance of the terms and conditions applicable to Gift Cards and set forth in these Terms.

b.) Gift cards are available in various monthly denominations of pre-paid Unlimited Club Subscription access (see Section 2 above) (a "**Pre-Paid Period**"). Activating a Gift Card begins the Pre-Paid Period. Gift Cards have no monetary value.

c.) Gift Cards must be redeemed in the App or at any Tommy's Express location and can be used at any Tommy's location. Please visit tommys-express.com/locations/ for a full list of retail sites.

d.) Tommy's is the issuer of all Gift Cards. Tommy's is organized and domiciled in Michigan, and the purchase and sale of Gift Cards issued by Tommy's shall be deemed to be in Michigan and shall be subject to the laws and regulations of Michigan. Purchases of Gift Cards are final and non-refundable. Tommy's will not refund the purchase of a Gift Card except as required by applicable law.

e.) Gift Cards are valid for a period of three years from the date of purchase, except where applicable law requires otherwise.

f.) Tommy's is not responsible for lost, stolen, or damaged Gift Cards.

Section 6 – Fleet and Business Account (FBA) Membership Terms and Conditions

a.) By selecting the Fleet option in the App, you are registering for a Fleet and Business Account Membership (“FBA”), which uses LPR technology to allow you to use the App lanes to wash your company's vehicles and pay automatically with a stored Payment Method.

b.) The Payment Method on file in your FBA will be charged once a week for every wash purchased for any of the vehicles registered on your FBA. A wash purchase is counted when one of the vehicles registered on the FBA is recognized by the LPR system and the entrance gate is opened at the wash site.

c.) Your Payment Method is charged at the price of the Wash Plan you have selected for each vehicle.

d.) You will receive a discount based on the total number of washes by all vehicles registered to the FBA. Discounts are applied to your next billing cycle. Please refer to the website at www.tommys-express.com/fleets for more details.

e.) Wash prices may vary depending on car wash location and local sales tax laws. Please review posted wash prices prior to entering the wash lanes. By entering the wash lanes and allowing a vehicle registered to your FBA to be recognized using LPR, you are agreeing to pay the price of the car wash posted at that location for the Wash Plan you have selected on the App.

f.) In the event there is a problem with your Payment Method, your Account will be placed on hold, you will no longer be able to use the App lanes for automatic access, and you must use the Cashier lane for future washes until the payment issue is resolved.

g.) You may cancel your FBA Membership at any time and stop future automatic payments by canceling the Membership in the App or by calling guest services as set forth in these Terms. A final charge will be assessed to the Payment Method for any washes that occurred after the most recent payment and prior to your cancellation. You will need to repeat the cancellation process for each vehicle registered to your FBA. You will receive a cancellation confirmation email for each canceled Membership.

Section 7 – Referral Program

a.) You may receive a credit ("**Referral Reward**") for every person who signs up for a new Subscription (as defined in Section 2 above) using a unique referral code shared by you (a "**Referral**") and completes their first payment on their Subscription. Referral Rewards are part of our "**Rewards Program**," and will be added to your Account within 1-2 business days and applied as a credit toward the next purchase on your Account. Referral Rewards will expire after one (1) year. Referral Rewards have no cash value and may not be traded or sold.

b.) Any spamming or bulk distribution of invitation links; the selling, trading, or bartering of anything of value for a Referral; all fraud or attempted fraud; and any other misuse or abuse of the Rewards Program, as determined by Tommy's, shall result in the forfeiture of any Referral Rewards improperly received and disqualification from the Rewards Program.

c.) Tommy's reserves the right to modify or discontinue the Rewards Program at any time.

Section 8 – Interior Clean Terms and Conditions

a.) At participating locations, Tommy's and/or its Operators may offer its interior clean service to customers through separate interior cleaning facilities. The interior clean service includes the cleaning and detailing of the interior of your vehicle.

b.) The interior clean service is offered as either an unlimited, recurring monthly subscription ("**Interior Clean Subscription**") or on a "pay as you go" basis ("**Interior Clean PpW**"), both of which utilize LPR technology for vehicle recognition. If you select the Interior Clean Subscription, your Interior Clean Subscription will automatically renew every month, and the fee will be an automatic and recurring monthly charge to your Payment Method. If you select the Interior Clean PpW, the Payment Method on file in your Account will be charged for every interior clean service you purchase. In the event Tommy's does not receive payment from you for any reason, including but not limited to card expiration, non-sufficient funds, declined charge, or change in Payment Method information, your Account will be placed on hold, and you will not be able to utilize the interior clean service until the payment issue is resolved. You may cancel your Interior Clean Subscription or Interior Clean PpW at any time and stop future automatic payments

by canceling the Interior Clean Subscription or the Interior Clean PpW in the App. Once canceled, you will no longer be able to use the App lanes for automatic access and billing.

c.) While Tommy's and its Operators that offer the interior clean service at participating locations will clean your vehicle, this is an express service and Tommy's, its Operators, and their shareholders, directors, officers, employees, and agents, do not represent or guarantee that the vehicle will be completely clean. Tommy's standard interior cleaning service does not include the removal of excessive stains, deep upholstery cleaning, any repairs, steam cleaning the carpeting or the interior seating, or cleaning trunk spaces. Tommy's, its Operators, and their shareholders, directors, officers, employees, and agents, disclaim all liability for, and you shall hold Tommy's, its Operators, and their shareholders, directors, officers, employees, and agents, harmless from, any remaining dirt, debris, or imperfections left in your vehicle following the interior clean service.

d.) To ensure the best possible service, we request that you prepare your vehicle as follows:

- Remove all valuable and personal items from your vehicle and take them with you to the guest lounge. This includes, but is not limited to, wallets, electronic devices, personal documents, and all other personal belongings.
- Items such as umbrellas, child safety seats, and groceries should be removed from the vehicle. Additionally, you should clear out any items from the center consoles that might obstruct the cleaning process.
- If there are any specific areas of your vehicle that you do not wish to be cleaned or detailed, please inform us prior to the commencement of the service.
- If, at a participating location, Tommy's or its Operators have additional requests and/or instructions, you should obey those requests and/or instructions in order to receive the interior clean service.

e.) Your vehicle must be in a condition suitable for cleaning. Tommy's and its Operators reserve the right, in their sole judgment, to refuse service for any reason. This includes, but is not limited to: (i) the presence of weapons of any kind; (ii) unsecured or open hazardous chemicals in the vehicle; (iii) the presence of bodily fluids or waste (e.g., urine, vomit, or feces); (iv) the presence of drugs and drug paraphernalia; (v) bad smelling odors (e.g., urine, vomit, marijuana, cigarettes, cigars, rancid milk, or spilled petroleum products such as gasoline); (vi) excessive clutter in a vehicle; or (vii) the presence of any conditions that poses a health or safety risk to our staff.

f.) You must follow all instructions provided by Tommy's and/or its Operators and their employees before, during, and after the interior clean process, and remain in the guest area and/or designated safe zones throughout the interior clean process unless otherwise directed.

g.) You are responsible for removing any dangerous or prohibited items from your vehicle before the interior cleaning service. This includes, but is not limited to, firearms, hazardous chemicals, or sharp objects. Tommy's and its Operators are not liable under any circumstances for any damage or injury resulting from such items being present in the vehicle, and you shall indemnify, defend, and hold harmless Tommy's, its Operators, and their shareholders, directors, officers, employees, and agents, from any claims, damages, losses, liabilities, or expenses (including attorney's fees) arising out of or related to the presence of such items in your vehicle, including any resulting damage or injury.

h.) While we take utmost care in handling your vehicle, we are not liable for any pre-existing conditions, damages, or items left inside the vehicle. Tommy's and its Operators are not responsible for any loss or damage to personal belongings, including but not limited to those that may be concealed within the vehicle, and Tommy's and its Operators disclaim all liability for, any valuables or personal belongings left in the vehicle.

Section 9 - SMS Terms and Conditions

For more information regarding our SMS programs and policies, please review our [SMS Policy](#).

Section 10 - Disclaimer of Warranties; Limitation of Liability

a.) You are responsible for making sure your vehicle is in acceptable condition to be washed or cleaned. Guidelines are posted near the entry of every Tommy's car wash to help you ascertain if your vehicle can be washed or cleaned. If there is any doubt, you are responsible for asking prior to utilizing the Services. You are responsible for operating your vehicle safely, properly, and in accordance with all verbal or written instructions, if any, while on the premises of any Tommy's location, including, without limitation, properly loading your vehicle on to the conveyor belt and placing your vehicle in neutral, and confirming that it is in neutral prior to reaching the end of the conveyor belt. You acknowledge that you are responsible for any damage or injury caused to the car wash tunnel or equipment, Tommy's and its Operators' employees, and other customers or their vehicles if you fail to do so. If you do not know how to properly load your vehicles on the conveyor belt, or if you have any other questions or concerns about how to operate your vehicle(s) safely or properly through the car wash or utilize the Services, you should ask prior to utilizing the Services. You accept all risk of, and you agree to hold Tommy's, its Operators, and their shareholders, directors, officers, employees, and agents, harmless for, any injury to yourself or the occupants of your vehicle and any damage to your vehicle(s) resulting from the actions of yourself or another customer or guest, including, without limitation, another customer's failure to operate his or her vehicle safely and in accordance with all verbal or written instructions.

b.) Services, pricing, and promotions may vary by location. Not all services offered at one location may be available at every participating location. We recommend contacting your local Tommy's Express car wash to confirm available services and pricing before visiting. Tommy's and its Operators reserve the right to modify or discontinue services at any participating location without prior notice.

c.) THE SITE, APP SUBSCRIPTIONS, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED). TOMMY'S DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT ALL PLANS OR SERVICES WILL BE AVAILABLE AT ALL TOMMY'S EXPRESS LOCATIONS.

d.) TOMMY'S AND ITS OPERATORS DO NOT REPRESENT THAT THE SERVICES ARE SUITABLE FOR YOUR VEHICLE(S). WITHOUT LIMITING THE GENERALITY OF SECTION 9(d.) BELOW, TOMMY'S AND ITS OPERATORS SPECIFICALLY DISCLAIM LIABILITY FOR, AND YOU ASSUME THE RISK FOR, DAMAGE TO YOUR VEHICLE(S) OR INJURIES RELATED TO OR ARISING FROM ANY OF THE FOLLOWING:

- Vehicles 5 years or older or over 100,000 miles
- Vehicles with less than five inches (5") of ground clearance or vehicles that are greater than seven-feet, two-inches (7' 2") in height
- All non-factory installed accessories
- Driver negligence
- Plastic parts, e.g., hubcaps, mirrors, trim, taillights, headlights, light bars, etc.
- Antennas, satellite radio, aftermarket accessories, etc.
- Aftermarket racks of any kind (roof, bike, hitch, etc.)
- Parts of logos attached with tape or adhesive, press fit or snap on license plate frames.
- All loose items (trims, wipers, mirrors, rails, etc.)
- Aftermarket wheels or extended valve stems
- Non-standard or non-factory equipment, e.g., custom tires/rims, running boards, bug shield, etc.
- Pinstriping graphics, painted plastic, repaints
- Previous bodywork, pre-existing or unforeseen conditions or defects
- Existing chips in glass that may expand
- Moon roofs, sunroofs, or glass
- Items left in or around the vehicle
- Previous paint defects (surface marring, halo-scratches, holograms, etching)
- Electric mirrors, running boards, and antennas not folded in or retracted
- Antennas of any kind including "fin style" (Recommend removing antennas)
- Windshield wipers & Automatic Windshield wipers left on
- A vehicle without warranties
- Failure to follow car wash attendant directions and car wash traffic signs/signals
- Articles/belongings left in the vehicle during performance of the Services

e.) TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL TOMMY'S, ITS OPERATORS, OR ANY OF THEIR AFFILIATES OR SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS ("**TOMMY'S PARTIES**") BE LIABLE (JOINTLY OR SEVERALLY) TO YOU 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 TOMMY'S PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOMMY'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 SUBSCRIPTION(S) 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 CANCELANON OF THESE TERMS.

f.) 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.

g.) You will indemnify, defend, and hold harmless the Tommy'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 (1) your misuse of your Account, the Subscription(s), and/or Services, or (2) your breach of these Terms.

Section 11 - Miscellaneous

a.) *Refunds.* All payments made to Tommy's or an Operator in connection with the Services, a Membership, or a Gift Card are non-refundable and there are no circumstances in which you will be entitled to or have a right to receive a refund.

b.) *Right to Refuse Services and Cancel Memberships.* Tommy's and its Operators reserve the right, in their sole discretion and judgment, to refuse Services to any customer or vehicle for any reason. This includes the right to cancel any membership at any time, for any reason. However, Tommy's and its Operators will not refuse to provide Services or cancel memberships based on any legally protected characteristics.

b.) *Dispute Resolution.* Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement, the provision or receipt of Services, or any aspect of the relationship between you, on the one hand, and Tommy's or an Operator, on the other hand, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a

neutral arbitrator instead of in a court by a judge or jury and you agree that Tommy's and you are each waiving the right to trial by a jury. You agree that any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. With the exception of any of the language above in this dispute resolution provision relating to the waiver of class and representative actions, if a court decides that any part of this dispute resolution provision is invalid or unenforceable, the other parts of this Dispute Resolution provision shall still apply. If a court decides that any aspect of the language above in this dispute resolution provision relating to the waiver of class and representative actions is invalid or unenforceable, then the entirety of this Dispute Resolution provision shall be null and void. The remainder of the Agreement will continue to apply and be unaffected by this severability provision. If you pursue a claim in a manner that is contrary to this dispute resolution provision, such as filing a claim in court, you agree to reimburse Tommy's for all attorney fees and other expenses incurred as a result of your noncompliance.

c.) *Governing Law; Forum.* This Agreement and all matters related to our relationship with you shall be governed by and construed in accordance with the laws of the State of Michigan without regard to choice-of-law principals or conflict-of-law provisions. Without waiving the mandatory arbitration provision contained herein, you agree that any claim or dispute shall be resolved in the state trial courts located in Ottawa County, Michigan or any appellate courts having jurisdiction over such trial courts.

d.) *Apple App Store Terms.* If you download the App from the Apple, Inc. ("**Apple**") App Store or use the App on a iOS device, you acknowledge that you have read and agree to the following additional terms: (a) these Terms are between Tommy's and you only, not Apple, and Tommy's is solely responsible for the App and its content; (b) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (c) if you have paid any fee for the App, in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable fee for the App to you; to the maximum extent permitted by applicable law,

Apple will have no other warranty obligation whatsoever with respect to the App; (d) Tommy's, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including but not limited to: product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection, privacy, or similar legislation; (e) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Tommy's, not Apple will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim; (f) you represent and warrant that: you are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations, and that you are not listed on any U.S. Government list of prohibited or restricted parties; (g) Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

e.) *Google Play*. By downloading the App from Google Play (or its successors) operated by Google, Inc. or one of its affiliates ("**Google**"), you specifically acknowledge and agree that:

- To the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "**Google Play Terms**"), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the App that you download from Google Play, and
- You hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Tommy's or you (or any other user) under these Terms or the Google Play Terms.

f.) For your convenience and reference, we maintain an archive of previous versions of our Terms. You can access and review these historical documents by visiting our Terms and Conditions Archive at the following link: [Terms and Conditions Archive](#).

g.) *Changes to Terms*. Tommy's may, from time to time, change these Terms. Such revisions shall be effective immediately; provided however, that for existing Accounts, changes in prices, unless otherwise stated herein, shall be effective the next billing cycle 30 days after being communicated to you as set forth herein.