



Terms of Use for Power Market Car Wash Subscription

These Terms of Use govern your purchase and use of the car wash subscription service (the “Subscription” or “Service”) offered by H&S Energy Products, LLC, H&S Stations, LLC, HASCO Stations, LLC and its affiliates (collectively “H&S”) at PM Auto Spa locations. By purchasing a car wash Subscription, you agree to be legally bound by these Terms of Use. If you do not agree to be bound by these Terms, you may cancel your plan as directed in Section 2,4 below.

When you purchase a car wash Subscription, we collect certain personal information. All personal information collected, including payment information, vehicle data, subscription usage, and location data from car wash visits is handled in accordance with this Privacy Policy. Please review our [privacy policy](#) before using the app.

You must be at least 18 years old and have the legal capacity to enter into a binding contract to use the Power Market app and purchase Subscriptions.

1. Subscriptions Fees and Usage Limitations

1.1 Services. Details regarding the Service and fees can be found on the Power Market app. H&S reserves the right to change our plans or fees in any manner and at any time as we may determine in our sole and absolute discretion, provided, however, that any material changes to your plan or any increase to your fees will take effect thirty (30) days after being posted at the impacted locations, communicated to you by push notification, text, e-mail, or posted on the Power Market app. The Services offered at each location may vary and may be affected by a variety of factors, including inclement weather, maintenance, holidays, store upgrades, governmental orders or other force majeure events.

1.2 Auto-Renewal. Each car wash Subscription will commence with your delivery of a current, valid, accepted debit or credit card, as may be updated from time to time (“Payment Method”) to H&S and your acceptance of the Terms as set forth above. Your Subscription will automatically renew every thirty (30) days, and accordingly, your Payment Method will automatically be charged on a recurring thirty (30) day basis until cancelled by you or terminated by us in accordance with

these Terms. You retain the right to terminate the Subscription without additional cost or penalty if you cancel in a timely manner as described below.

1.3 Single Vehicle, Daily and Personal Use Only. Each purchased car wash Subscription is for a single, personal, non-commercial vehicle only. Only one Subscription per account is authorized and may not be shared across devices or accounts. Use of your account for multiple vehicles or multiple washes per day (all plans are limited to a single wash per 24 hours) is expressly prohibited. Commercial vehicles, including ride-sharing vehicles, taxis and limousines, are not eligible for a Subscription. Misuse of Services may result in the cancellation of your Subscription.

1.4 Discounted Introductory Period. If a discounted introductory period is available to you, then it will be specified at the time of purchase. The introductory period is intended to allow new and certain former guest users to try the Services. As a result, the availability, duration, and any other terms for the introductory period may vary as determined by H&S at its sole discretion. At the expiration of any discounted introductory period, we will charge the then-current fee for your chosen Subscription on your next billing cycle to your Payment Method and your Subscription will automatically renew unless you cancel it prior to the end of the discounted introductory period as set forth below. H&S reserves the right to revoke the discounted introductory period and charge the then-standard fee for the plan you selected, and/or put your account on hold in the event that we determine that you are not eligible for the introductory discount.

2. Billing, Cancellation, and Refunds

2.1 Payment Processing. To purchase a Subscription, you must provide a Payment Method. You authorize us to charge the current Payment Method associated with your account for your Subscription fees, which will be automatically charged on a thirty (30) day cycle. You remain responsible for any uncollected amounts. If a payment is not successfully settled due to expiration, insufficient funds, or otherwise, and you do not cancel your Subscription, we may suspend or cancel your access to the Service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you additional fees. Check with your Payment Method service provider for details. We have no responsibility or liability if your Payment Method is declined by your financial institution.

2.2 Automatic Billing Cycle. The fee for the Subscription that you purchase, and any other charges you may incur in connection with your Subscription, such as taxes and possible transaction fees, will be charged to your Payment Method every thirty (30) days from the date on which you signed up for the plan. Fees are fully earned upon payment. In some cases, your payment date may change, for example, if your Payment Method has not successfully settled. Because billing occurs on a thirty (30) day cycle, your billing date may shift from month to month (e.g. a charge on March 10 will next occur on April 9). For plans purchased at the end of the month, e.g. the 31st day of the month, the plan will extend up to three days into the beginning of the next month, and then will be renewed every thirty (30) days from that day going forward.

2.3 Updating your Payment Method. Payment Methods can be updated in the Power Market app. We may also update information on your Payment Method using information provided by the payment service providers, such as the expiration date of your Payment Method. Following any update, you authorize us to continue to charge the applicable Payment Method for each Subscription associated with your account.

2.4 Cancellation by You. You must cancel a car wash Subscription at least 7 days before it renews in order to avoid automatic billing to your Payment Method for the applicable fee for the next thirty (30) day billing cycle. A cancelled Subscription will continue to have access to the Services through the end of its billing period. Subscriptions can be cancelled in the Power Market app.

2.5 No Refunds. Paid fees are non-refundable and there are no refunds or credits for partially used Subscription plan periods. Accounts with little or no usage in a given month are not entitled to refunds or credits, and no refunds will be given due to closures resulting from extreme weather conditions. Any refund, discount, or other consideration to some or all of our guests are at our sole and absolute discretion in accordance with applicable law.

3. Communications

3.1 Communication Preferences. By accessing or using the Service, you consent to accept and receive communications from Company through the Power Market app or by other means such as e-mail, push notifications, text

messages (including SMS and MMS), and phone calls at the addresses you provide to H&S. These communications may promote H&S or its affiliate companies or programs and may be initiated by H&S or its affiliates. You further understand that that you may be charged by your carrier for certain communications such as SMS messages.

4. Disclaimers of Warranties and Limitations on Liability

4.1 THE SUBSCRIPTION AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED). H&S DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT ALL PLANS OR SERVICES WILL BE AVAILABLE AT ALL LOCATIONS.

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

- 4.2.1 Bug shields**
- 4.2.2 Emblems**
- 4.2.3 Non-operating power antennas**
- 4.2.4 Loose molding, racks, etc.**
- 4.2.5 Non factory installed accessories**
- 4.2.6 After-market wheels**
- 4.2.7 Other pre-existing conditions**
- 4.2.8 All unsecured personal items**
- 4.2.9 Driver negligence, including failing to follow car wash directions**
- 4.2.10 Electronic running boards left down**
- 4.2.11 Windshields**
- 4.2.12 Automatic windshield wipers left on**
- 4.2.13**

4.3 TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL HASSAN & SONS, INC. H&S ENERGY, LLC, H&S ENERGY PRODUCTS, LLC, HASCO STATIONS, LLC, H&S STATIONS, LLC, OR ANY OF THEIR AFFILIATES, PARENTS, OR SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (“H&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 H&S PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, H&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 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 CANCELATION OF THESE TERMS.

4.4 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

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

5 Miscellaneous

5.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

5.2 Feedback. H&S is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the H&S or Power Market website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Subscription or Services. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

5.3 Changes to Terms. H&S may, from time to time, change these Terms. Such revisions shall be effective immediately; provided however, for existing Subscription accounts, changes in prices, unless otherwise

stated, shall be effective the next billing cycle 30 days after being communicated to you as set forth herein.

5.4 Miscellaneous. H&S' failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if agreed to in writing by H&S.