

# SPOTSWASH, LLC TERMS OF USE

Effective as of: March 18, 2022

**Introduction.** These terms of use are entered into by and between you and SpotsWash, LLC (“**SpotsWash**” “**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”, “**Terms**” or the “**Agreement**”), govern your access to and use of [www.spotswash.com](http://www.spotswash.com), any tools, materials, information, policies, content, functionality, applications, services, updates and enhancements offered on or through [www.spotswash.com](http://www.spotswash.com) or its mobile application (collectively, the “**Application**”), whether as a guest or a registered user. The Application is licensed, not sold, to you.

Please read the Terms of Use carefully before you click the “Agree” button. **By visiting, using or accessing the Application, you acknowledge and agree that you a) have read and agree to be bound by these Terms of Use and our Privacy Policy found at [www.spotswash.com](http://www.spotswash.com), incorporated herein by reference; b) represent that you are of legal age to enter into a binding agreement; and c) that you acknowledge the adequacy of consideration for this Agreement and that you are legally bound by its terms. Please read the sections below titled “Binding Arbitration; Class Action Waiver.” They affect your legal rights.** If you do not want to agree to these Terms of Use or the Privacy Policy, you are prohibited from accessing or obtaining services from the Application. If you do not agree, do not use the Application and delete it from your mobile device.

**Changes to the Terms of Use.** We may revise and update these Terms of Use and the Privacy Policy from time to time in our sole discretion. Notice of any such change will be given by the posting of a new version and posting notice of the change; provided that if any change to the Privacy Policy includes a change that would be materially less restrictive on our use of personally identifiable information, we will provide you with 30 days’ prior notice of the change by posting notice on the

Application. All other changes are effective immediately when we post them, and apply to all access to and use of the Application thereafter. However, any changes to the dispute resolution provisions set forth in “Choice of Law; Jurisdiction and Venue; Waiver of Jury Trial” will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Application.

Your continued use of the Application following the posting of revised Terms of Use or Privacy Policy means that you accept and agree to the changes.

**The Application; Registration.** The Application provides users of any publicly accessible portion of the Application with access to certain content concerning SpotsWash, its products and services. To become a member (“Member”), parties using this Application must register. Only Members use SpotsWash’s services.

### **Purchases**

As a user of the Application, you agree that any amounts charged as a result of SpotsWash providing services to you (“Charges”) are required and must be paid immediately upon selection of your chosen service. Charges are set forth in further detail in the Application from time to time, as determine by SpotsWash in its sole discretion. Company reserves the right to modify the Charges at any time in its sole discretion.

Company reserves the right to charge you the full price if you do not cancel our services 24- hours in advance of the time of service or do not park where the provided specified parking spot is located or forget to provide the vehicle keys to access the interior. Company further reserves the right to charge you the full price is you in anyway

inhibit access to your vehicle at the time of service. The Company may also charge a \$15 surcharge for a rescheduled missed appointment by the Customer.

We are not responsible for your overdraft or insufficient fund charges, irrespective of how the Charges were incurred.

You, as a user of the Application, shall be responsible for all Charges incurred on your account, regardless of whether you personally incurred or are aware of such Charges.

All Charges are processed through a payment processing service that is not affiliated with SpotsWash and SpotsWash may change the selected payment processing service at any time without notice. All payments for services provided in connection with the use of the Application must be paid through the Application/payment platform. The Charges are non-refundable, regardless of any disruption to the Application or any platform used by you in connection with the Application, or any other reason.

We reserve the right to offer incentives/promotions to any user or no user at all and are not required to offer the same incentives/promotions to all users.

**Security of Account.** Each Member is responsible for maintaining the confidentiality of his or her account, and for restricting access to his or her cellular device. Each Member accepts full responsibility and liability for all activities that occur under his or her account and/or password. SpotsWash reserves the right to refuse service, terminate accounts, or remove content in its sole discretion. You represent and warrant that the information you supply during any registration or update process will be accurate and complete and that you will not impersonate or misrepresent your association with any person or entity, including without limitation registering under the name of another person. You agree not to impersonate any other person.

**Safeguarding of Information.** SpotsWash will use Information for the specific purposes stated in these Terms. All Information is maintained in secure

databases, and SpotsWash uses commercially reasonable efforts to protect the confidentiality and prevent unauthorized access and/or use of Information.

Notwithstanding the preceding sentence, you acknowledge that despite such efforts, no computer system is immune from unauthorized access or 100% safe, and acknowledge that SpotsWash will not be liable for the criminal or otherwise unauthorized acts of third parties that gain access to the Information or the Database where SpotsWash has met the standard stated in the preceding sentence. SpotsWash does not store your credit card information in the Application.

#### **Your Responsibility for Information and SpotsWash's Monitoring**

**Rights.** You will be responsible for your own Information and the consequences of transmitting that Information. SpotsWash has no obligation to monitor you or any other user's use of the Application. SpotsWash reserves the right to review and monitor your use of the Application, including without limitation your use of any user ID and/or password in accessing the Application. SpotsWash reserves the right to restrict or terminate your access to the Application, including, without limitation, your access to any or all of the services provided thereunder or your ability to use any Application user ID and/or password, at any time without notice and for any reason, including if we believe you have violated these Terms or are likely to violate these Terms. Your sole remedy against SpotsWash in the event of a dispute arising out of these Terms, the Application or your use thereof, is to terminate these Terms by ceasing your use of the Application.

**Restrictions on Use.** You agree to use the Application only as provided herein.

You will not:

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or other.
- To send, knowingly receive, upload, download, use or re-use material which does not comply with this agreement.
- To transmit, or produce the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” text messages, or “spam,” or any similar solicitation.
- Otherwise attempt to interfere with the proper working of the Application.
- Introduce any viruses, Trojan horses, worms, or other material which is malicious or technologically harmful.
- Transmit or upload to the Application any content, or conduct yourself in any manner, that could be construed as defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar, harassing, inflammatory, pornographic, violent, profane, threatening, unfair, inaccurate, deceptive or unlawful, or that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, whether under statute, common law or equitable principles, or otherwise violate any law.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Use the Application in any manner which could damage, disable, overburden, or impair the Application or interfere with any other party's use and enjoyment of the Application.
- Use the Application in any manner that could create a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement.

- Violate any applicable laws or regulations, including any intellectual property laws or regulations, violate these Terms, or violate any code of conduct or other guidelines which may be applicable to any particular Application services.
- Access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity while using the Application, including misrepresentation as a SpotsWash agent or representative, or misrepresentation stating or implying our endorsement of you or your product or activity.
- Reverse engineer, disassemble, decompile, decipher or otherwise attempt to derive the source code for any underlying intellectual property incorporated in the Application, or any part thereof.
- Rent, trade, lease, loan, sell/re-sell access to the Application or any information therein, or the equivalent, in whole or part.
- Create any derivative works of the Application or otherwise exceed the scope of your limited license to use the Application as specifically provided in these Terms.

The above list of prohibited uses of the Application is not intended to be exhaustive, but rather illustrative of the range of unacceptable uses. SpotsWash, in its sole discretion, determines whether any particular conduct or use of the Application is prohibited.

**Information Disclosure.** SpotsWash reserves the right at all times to disclose any information available to SpotsWash as necessary to satisfy any applicable law, regulation, legal process or governmental request, including personally identifiable information, or to edit, refuse to allow or to remove any information or materials, in whole or in part, in SpotsWash's sole discretion.

**User Representations and Warranties.** By using or accessing the Application or using our services, you represent and warrant that (1) you have all right, power and authority to enter into these Terms and to fully perform hereunder, (2) your use of the Site, Application content and/or information

does not and will not violate or infringe any third party right, including but not limited to any third party intellectual property right, right of publicity or privacy, right of trade secret or confidentiality, or contractual right, or violate these Terms, the Privacy Policy, or any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject, (3) you will comply with all applicable laws, contracts and/or agreements, at your sole expense and liability, in connection with your use of or access to the Application, (4) you will pay all Charges incurred through the Application for your account and (5) you will only upload information that may be used in accordance with the ownership and licenses you have granted herein. By using or accessing the Application or uploading information, you agree that SpotsWash shall not be liable to you or any third party for your actions.

### **Disclaimers.**

**Disclaimer of Representations and Warranties.** YOU AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR OWN RISK. EFFORTS BY SPOTSWASH TO MODIFY THE APPLICATION SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. THE SITE, INCLUDING ALL CONTENT, INFORMATION OR SERVICES PROVIDED THROUGH, OR IN CONJUNCTION WITH, THE SITE, IS PROVIDED "AS IS," AS A CONVENIENCE TO ALL USERS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (2) OF INFORMATIONAL CONTENT OR ACCURACY, (3) OF NON-INFRINGEMENT, (4) OF QUIET ENJOYMENT, (5) OF TITLE, (6) THAT THE APPLICATION WILL OPERATE IN AN ERROR FREE, TIMELY, SECURE, OR UNINTERRUPTED MANNER, IS CURRENT AND UP TO DATE AND ACCURATELY DESCRIBES SPOTSWASH'S PRODUCTS AND SERVICES, OR IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (7) THAT ANY DEFECTS OR ERRORS IN THE APPLICATION WILL BE CORRECTED, OR (8) THAT THE APPLICATION IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM.

**Disclaimer of Liability.** IN NO EVENT SHALL SPOTSWASH AND ITS LIMITED LIABILITY COMPANY MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, INTERNAL

OPERATING UNITS, AFFILIATES, SUBSIDIARIES, SUBLICENSEES, SUCCESSORS AND ASSIGNS, INDEPENDENT CONTRACTORS, AND RELATED PARTIES (COLLECTIVELY, WITH SPOTSWASH, THE “SPOTSWASH ENTITIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE APPLICATION OR WITH THE DELAY OR INABILITY TO USE SAME, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH OR VIEWED ON THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, REGULATION, COMMON LAW PRECEDENT OR OTHERWISE, EVEN IF SPOTSWASH HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM SPOTSWASH’S NEGLIGENCE OR GROSS NEGLIGENCE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, LIABILITY OF SPOTSWASH ENTITIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS APPEAR WITHIN THE BODY OF THE APPLICATION AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE APPLICATION OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY. THIS INDEMNIFICATION SHALL APPLY TO THIRD PARTY CLAIMS AS WELL AS CLAIMS BETWEEN THE PARTIES.

**Indemnification.** You will indemnify, defend (or settle) and hold harmless SpotsWash Entities from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorneys’ fees and all other costs, fees, and expenses (collectively, “Claims”) against any Of SpotsWash’s Entities to the fullest extent permitted by law arising out of or in connection with (1) your conduct, provision of Information, content or use of the Site, or such actions by any



third party through you, (2) your violation of the rights of another person or party, (3) any Information or Materials provided or made available by you, and (4) any breach or violation by you of your obligations under these Terms, including without limitation any breach of your representations and warranties herein. You will not settle any indemnified claim without the prior written consent of SpotsWash, such consent not to be unreasonably withheld. In connection with any Claims that may give rise to your indemnification obligations as set forth above, SpotsWash Entities shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to SpotsWash Entities pursuant to this Section.

**Confidentiality.** You acknowledge that by use of portions of the Application, you may use and you may acquire SpotsWash Confidential Information. As used herein, “Confidential Information” means all confidential and/or proprietary information and trade secrets of SpotsWash, whether or not memorialized, and in any form or media, regarding SpotsWash or SpotsWash’s business, including without limitation those relating to SpotsWash’s intellectual property, technology, research and development, systems, software, business plans, business operations, strategies, financial information, technical information, customers, customer lists, suppliers, operating policies and procedures, and any third-party information that SpotsWash is required to keep confidential where such information is not generally accessible without a password. “Confidential Information” includes any account passwords. You shall not at any time, directly or indirectly, for any purpose, use, copy or disclose to any other person or entity any Confidential Information, or permit others to do so, other than for the purposes expressly allowed hereunder. SpotsWash may seek and obtain injunctive relief against the release or threatened release of Confidential Information, in addition to any other available legal remedies. You shall notify SpotsWash immediately if you learn of any unauthorized possession or use of the Confidential Information and will promptly furnish all details of such possession or use to SpotsWash.

**Copyright and other Intellectual Property.**

**Application Ownership.** The Application and all content, organization, graphics, design, compilation, magnetic translation, digital conversion, and other matters related to the Application (collectively, “Content”) are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights pursuant to international conventions and U.S. and other laws. The Application and all Content is the property of SpotsWash and/or third-party licensors, and all right, title and interest in and to the Application and Content will remain with SpotsWash or such third party licensors. Other product and company names mentioned herein may be the trademarks of their respective owners. You do not acquire ownership rights to the Application or any Content other than any rights in the Materials that you may have. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content. You will not modify, adapt, translate, reverse engineer, decompile, or disassemble the Application or any Application content. You may only use the Site, the Information and the Content as expressly permitted herein, and any other use is prohibited. Any copying, republication, or redistribution of the Application or Application content, including by caching, framing, or similar means, is expressly prohibited without the prior written consent of SpotsWash and/or the respective intellectual property rights holder identified in the subject content, which consent to be granted or withheld at the sole discretion of the rights holder.

**Copyright Infringement Claims.** SpotsWash respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide SpotsWash’s Designated Copyright Agent, identified below, with all information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512, summarized as follows: (1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online Application are covered by a single notification, a representative list of such works at that Site; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably

sufficient to permit us to contact the complaining party; (5) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (7) any other materials or information as may be required under the DMCA as amended from time to time or by the U.S. Copyright Office.

**Copyright Agent.** Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to SpotsWash Designated Copyright Agent using the following contact information:

**DMCA Agent**  
**Spotswash.com**  
SpotsWash, LLC  
23 Pierside Dr. Apr 410  
Baltimore MD 21230

ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

**Binding Arbitration; Class Action Waiver.**

**Binding Arbitration.** You and SpotsWash each agree to submit to binding arbitration in the event of a dispute, controversy or claim (each, a “Dispute”) arising out of or in connection with these Terms or the breach, termination, enforcement, interpretation or validity thereof (including the determination of the scope or applicability of these Terms to arbitrate), your or SpotsWash’s rights and obligations under these Terms, the Application, the use of the Application, and/or the information, services and/or products that may be provided by or through or in connection with the Application. The arbitration will be held in the State of Maryland before one arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a dispute as a class action. **You also expressly waive your right to a jury trial.** The arbitration will be administered by JAMS (<http://www.jamsadr.com>). You may obtain a copy of the rules of JAMS by contacting the organization. You and SpotsWash shall agree on one arbitrator

to conduct the arbitration. In the event the parties cannot agree on an arbitrator, the arbitrator will be selected in accordance with the JAMS rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section, to the extent you have in any manner violated or threatened to violate SpotsWash's intellectual property rights, SpotsWash may seek (and you will not contest) injunctive or other appropriate relief in any state or federal court in Baltimore, Maryland, and you consent to exclusive jurisdiction and venue in such courts.

**Arbitration Final.** The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, such non-enforceability shall apply to such person or persons only, and all other persons shall continue to be governed by this arbitration clause.

**Giving Up Right of Class Action.** These Terms provides that all Disputes will be resolved by binding arbitration and not in court or by jury trial. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST SPOTSWASH ENTITIES INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. WITHOUT LIMITATION, THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.

### **California Residents.**

If you are a California resident, to the extent permitted by California law, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" as well as any other unknown claims under California Civil Code Section 1542 or any statute or common law principle of similar effect.

**Choice of Law; Jurisdiction and Venue; Waiver of Jury Trial.** To the maximum extent permitted by law, these Terms are governed by the laws of the United States of America and the State of Maryland, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. To the extent a Dispute is not governed by the Arbitration Clause, you hereby consent to the exclusive jurisdiction and venue of courts in Baltimore, Maryland in all disputes arising out of or relating to the use of the Application or under these Terms; provided, however, that in the event SpotsWash is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by SpotsWash hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by SpotsWash therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Application is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph. To the extent a claim is not governed by the Arbitration Clause, SpotsWash and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with these Terms, your or SpotsWash's rights and obligations under these Terms, the Application, use of the Application, and/or the services and/or products that may be provided by or through or in connection with the Application.

### **Miscellaneous.**

**Viewing, Accessing and Use Outside the United States.** SpotsWash makes no claims that the Application or any products or services referenced therein may be lawfully viewed, accessed or used outside the United States. Access or use of the Application or any products or services referenced therein may not be legal by certain persons or in

certain countries. If you access or use the Application from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

**No Joint Venture.** You agree that no joint venture, partnership, employment or agency relationship exists between you and SpotsWash as a result of these Terms or your use of the Application.

**Headings.** Section headings and other captions in these Terms are used solely for the convenience of the parties, have no legal or contractual significance, and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms.

**No Waiver.** The failure of SpotsWash to enforce any provision of these Terms of Use will not be construed as a waiver or limitation of SpotsWash's right to subsequently enforce and compel strict compliance with that provision or any other provision of these Terms.

**Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof which shall remain in full force and effect.

**Assignment; Exceptions and Conditions.** SpotsWash may assign its rights and duties under these Terms of Use to a buyer or other successor in the event of a merger, divestiture, restructuring, organization, dissolution, or other sale or transfer of some or all of SpotsWash's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding without notice to you. Your rights and duties under these Terms of Use are not assignable by you without the prior written consent of SpotsWash.

**Statute of Limitations.** Any cause of action you may have with respect to your use of the Application must be commenced within one year after the claim or cause of action arises; thereafter, any such claim will be forever barred, without regard to any contrary legislation.

**Agreement Binding.** In the event that any provision of these Terms of Use is deemed to be unenforceable, said provision will be interpreted to reflect the original intent of the parties in accordance with applicable law, and the remainder of these Terms of Use will continue in full force and effect.

**Notices.** Notices to SpotsWash under this Agreement shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to SpotsWash, with such notices being effective as of the date of actual, confirmed receipt by SpotsWash. Notices to you are deemed effective if sent to the email, fax, mail address, text message, push notification or other contact information provided by you, and are deemed effective upon the earlier of being confirmed received or one day after having been sent.

**Entire Agreement; Language of Agreement.** This Agreement, the Privacy Policy (and any software as a service agreement by and between you and SpotsWash, as applicable) contain the entire agreement between you and SpotsWash with respect to the Application. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and SpotsWash with respect to the Site. Any rights not expressly granted herein are reserved. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents be drawn up in English.

**Inquiries regarding these Terms of Use should be directed to [info@spotswash.com](mailto:info@spotswash.com)**