

Zelo Car Wash Membership Terms

These terms and conditions (the “Membership Terms and Conditions”, “Terms”) govern Zelo Car Wash Club programs (the “Plan”, “Plans”, “Club”) operated by ZCW on Iliff LLC, dba Zelo Car Wash, (“we”, “us”, “Zelo” or the “Company”).

By becoming a plan member by providing payment method and accepting these terms or otherwise receiving services of the Plan, you (“you,” “your”, “Plan Member” or a “Member”) you agree that you have read, understood, and accepted these Membership Terms and Conditions. These Terms supersede all previous terms and conditions. If you do not agree with these Terms, cancel your membership plan as outlined in Section 4, “Plan Management & Cancellation”, and do not use the services. Use of services is considered consent and agreement with the Term contained herein.

The person purchasing a Zelo Car Wash Membership Plan must have the authority to charge the Payment Method associated with such membership plan and have access and control over the vehicle associated with the membership plan; that person also is responsible for any activity that results in charges or debits to the Payment Method for that membership plan and for updating and maintaining the accuracy of the information associated with the Zelo membership plan. You must be 18 years of age to purchase a Zelo membership plan.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONTAIN AN ARBITRATIONS AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 5 TO RESOLVE ANY DISPUTES.

1. GENERAL TERMS

- 1.1. Changes and Access to Terms. Zelo reserves the right to change, discontinue, modify services and offerings, branding of our membership 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 membership plans or any increase to membership fees will take effect thirty (30) days after being posted at Zelo Car Wash, on the zelocarwash.com website, or otherwise communicated to you. Members may also request current Terms via email.
- 1.2. General Plan Description
 - 1.2.1. Zelo’s Unlimited Wash Plans are unlimited. Zelo’s 24/7 Unlimited Plan includes access to the Touchfree wash during off hours.
 - 1.2.2. Zelo’s Touchfree Plan can be used 24/7 and quantity of washes is limited to the specific offer.
 - 1.2.3. Zelo’s Self Serve Clubs can be used on multiple vehicles and only in the Self Serve bays.
- 1.3. Plan Vehicles.
 - 1.3.1. Zelo Express and Touchfree Plans are valid for one vehicle.
 - 1.3.2. Each plan is for personal use only.
 - 1.3.3. No Commercial vehicles. Vehicles such as Lyft, Uber, taxis and limos are not eligible.
 - 1.3.4. No Transfer or Resale. Resale or transfer of your membership plan or your license plate to another vehicle or person is expressly prohibited and in violation of Plan Terms. Member in violation will be liable for payment, damages in addition to normal charges. In addition, Zelo reserves the right to cancel the Plan and ban all parties from all future offers and plans.
 - 1.3.5. Vehicle Sold. If a vehicle identified with a membership plan is sold, your Payment Method will continue to be charged until you cancel or transfer the membership plan to another vehicle by visiting Zelo Car Wash and having a new license plate assigned to the new vehicle.
 - 1.3.6. Vehicle or License Plates Stolen. If a vehicle identified with a Zelo membership plan is lost or stolen, you must promptly deactivate the vehicle’s membership plan; if you fail to do so, others may access the car wash service through your membership plan and may be able to access certain membership plan information. Your Payment Method will continue to be charged or debited. The member is liable for all services used during that time and shall have no recourse against Zelo.
- 1.4. Membership cards and Member Codes are property of Zelo. Zelo provides Member a revocable, license to use Zelo membership cards. In case of violation of Terms, Zelo may terminate this license at any time without notice to Member. Otherwise, Zelo may terminate this license at any time upon notice (oral or written) to Member.
- 1.5. DISCLAIMERS & WARRANTIES
 - 1.5.1. Damage. ZELO CAR WASH DOES NOT REPRESENT THAT THE SERVICES ARE SUITABLE FOR YOUR VEHICLE(S). WITHOUT LIMITING THE GENERALITY OF SECTION 4.3 BELOW, ZELO CAR WASH SPECIFICALLY DISCLAIMS LIABILITY FOR DAMAGE TO YOUR VEHICLE(S) WITH RESPECT TO THE FOLLOWING ITEMS:
 - Pre-existing damage, loose parts and/or seal failures
 - Vehicles over 10 years old
 - Negligence (including but not limited to driving, steering, braking, failure to control vehicle, vehicle not in neutral, etc.)
 - Electric running boards in lowered position
 - Aftermarket and non-factory parts
 - Lighting, decorations, window flags

Zelo Car Wash Membership Terms

- Antennas, Mirrors, Hitches (please remove, fold in or retract as appropriate)
 - Wraps, clear bra, tint, decals, magnetic signs
 - Vehicles with coatings less than 30 days old from application
 - Unsecured personal items or debris
 - Racks (front, side, roof and/or rear)
 - Windshields
 - Open air intakes, water intrusion into electrical & mechanical components
 - Damaged or peeling paint, clearcoat, coatings, etc.
- 1.5.2. Indemnification. You will indemnify, defend, and hold harmless the ZELO 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 any Plan, 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.

2. WASH AVAILABILITY & HOURS OF OPERATION

- 2.1. Zelo is committed to maximum uptime and will continue to make all reasonable efforts to have the washes available during business hours.
- 2.2. Zelo reserves the right to alter hours of operation or limit services at any time and for any reason, for example and without limitation, preventive maintenance, repairs, training, safety concerns, inspections, testing, holidays, inclement weather, government mandates, or other force majeure events. All Plans are subject to the Wash Availability terms. No refunds or credits will be given for inclement weather or other unforeseen closures.
- 2.3. Zelo, at its sole discretion, may close operations due to inclement weather. Several factors, such as but not limited to team member safety, customer safety, vehicle safety and the equipment's operating limits, are carefully considered prior to any closure. Note: washing in extreme temperatures is generally not good for your vehicle and is not recommended. The most common weather related closures are due to windchill, snow, rain, and lightning.
- 2.4. Zelo accepts no liability for any losses or claims arising from any inability, or decreased ability, to use Member benefits, the website, or any failure to complete a transaction.
- 2.5. Zelo shall not be liable for any loss, cost, expense, or damage of any nature whatsoever (whether direct or indirect) resulting from a Member's reliance upon the information provided by Zelo and the resulting supply of goods and services to a Member.
- 2.6. Zelo shall not be liable to any Member or any other party or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of Zelo's obligations, if the delay or failure was due to any cause beyond Zelo's reasonable control.
- 2.7. Under no circumstance shall Zelo's liability exceed the fees paid by any Member during the previous month and under no circumstances shall Zelo be liable for a Member's incidental or consequential damages.
- 2.8. General Hours of Operation and may be subject to change.
- 2.8.1. Self Serve: Open 24/7
- 2.8.2. Touchfree Automatic: Open 24/7
- 2.8.3. Express Tunnel: Winter Hours & Summer Hours as posted

3. PLAN PRICING & BILLING

- 3.1. The recurring monthly fee depends on the membership plan purchased for each vehicle
- 3.2. Plans fees are renewed monthly on the anniversary of enrollment or on the anniversary of other plan changes. The plans will automatically renew unless canceled in writing at least 3 days before the billing date.
- 3.3. No refunds or credits will be given for partial months.
- 3.4. Zelo retains the right to discontinue limited offers, specials and discounts; to make price and plan changes at its sole discretion.

4. PLAN MANAGEMENT & CANCELLATION

- 4.1. Zelo will collect information necessary to efficiently manage the plan such as but not limited to, your vehicle make and model, name and contact information (email, mobile phone number, address). The Member is solely responsible for insuring that the information is correct and active. Zelo will not be liable for lost, misdirected, bounced, blocked, unread, undelivered, late delivery or otherwise not received of any notice or alert concerning membership, the Terms, the Member, or Member benefits.
- 4.2. Members may manage payment methods, enroll other vehicles in person during business hours; online at zelocarwash.mywashaccount.com; by contacting Zelo at 720-243-2354 or by emailing zelocarwash@gmail.com.
- 4.3. Zelo will send you information relating to your membership plan (e.g., payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example, via emails to the email address you provided or via text messages to the mobile telephone number you provided. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including any requirements that such communications be in writing. You

Zelo Car Wash Membership Terms

must maintain either a valid email address or mobile telephone number associated with your membership plan so that we may contact you.

- 4.4. If a member changes vehicles, Plans may be transferred to the replacement vehicle or a rental vehicle.
- 4.5. Pausing Plans. Plans may be paused. Pausing may enable the member to remain grandfathered in to special offers.
- 4.6. Cancellation. Plans can be canceled at any time M-Su during regular business hours by contacting Zelo either in person, by phone or via text. However, Zelo must receive confirmation of cancellation request in writing at least 3 days prior to renewal date. Cancellation confirmation must include at a minimum your full name, last 4 of the credit card used for the plan and phone number. Failure to provide this information may delay your cancellation and Zelo is not responsible for any additional charges that may be incurred by incomplete or late requests.
- 4.7. Termination of Plan. Zelo may, in its discretion, suspend your benefits, or cancel your membership account, at any time with immediate effect and without written notice in instances where Zelo believes that you have (i) violated applicable laws or regulations; (ii) a monthly charge is declined by the card processing system or you otherwise failed to pay Zelo amounts due; (iii) acted in an inappropriate, fraudulent, abusive, harassing, rude or hostile manner; (iv) breached or violated any of these Membership Terms and Conditions; (v) engaged in any misconduct or wrongdoing in connection with a Plan; (vi) failure to comply with team instructions; (vii) unsafe conduct; or (viii) other behavior disruptive or offensive to Zelo business operations or other customers. Nothing contained in these Membership Terms and Conditions will limit Zelo in the exercise of any legal or equitable rights or remedies. If your membership, in any of the Plans, is terminated for any of these reasons, all unredeemed benefits will be forfeited, and you will no longer be able to participate in the Program. Zelo will not compensate or pay cash, cash equivalent, or credit for any forfeited or unused benefits. Zelo reserves the right, in its sole discretion, to allow or disallow re-enrollment after termination.
- 4.8. Refunds. See Section 3.3.

5. DISPUTES, MANDATORY ARBITRATION & CLASS ACTION WAIVER

- 5.1. PLEASE READ THESE ARBITRATION AND CLASS ACTION WAIVER PROVISIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
- 5.2. If you have a complaint, dispute, or controversy, you agree to first contact us at zelocarwash@gmail.com, in-person or by posted work phone to attempt to resolve the dispute or controversy informally and privately. You and Zelo agree that the dispute will follow this process and not be negotiated, aired or resolved publicly including but not limited to social media platforms, discussion groups, texts to other parties, etc. You and Zelo (the "parties") agree that we will resolve any disputes between us that cannot be resolved through such informal process or through negotiation within 120 days through binding and final arbitration instead of through court proceedings. You and Zelo hereby waive any right to a jury trial of any claim. All controversies, claims, counterclaims, or other disputes arising between you and Zelo relating to these Membership Terms and Conditions, or any agreements incorporated herein (each a "claim") shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, consumer arbitration rules ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator in the English language within 15 miles of Zelo Car Wash Aurora, CO or telephonically. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these terms, privacy policy, the agreements, or this arbitration provision, and any other terms incorporated by reference into these terms. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable.
- 5.3. Arbitration Confidentiality. The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including, but not limited to, all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party, except as expressly agreed in writing by all parties or as otherwise may be required by law.
- 5.4. Dispute Confidentiality. The parties also expressly agree that any and all actions taken during the entire dispute resolution, including but not limited to provisions, discussions, resolutions, progress, agreements, communications of any informal or formal dispute resolution matter, is strictly confidential and may not be disclosed to any third party, except as expressly agreed in writing by all parties or as otherwise may be required by law.

Zelo Car Wash Membership Terms

- 5.5. Breach of Confidentiality Recourse. Plan members that do not comply with the dispute and arbitration confidentiality may be subject to Plan cancellation and damages of \$10,000 per instance. Each non-private post, video, audio, written communication, review, comment or any other communication by the member, family, their agents, associates or any other party that they have directly or indirectly communicated the complaint to, is considered a separate instance and is the liability and responsibility of the Plan Member. This Term will survive the suspension, deactivation, pausing, termination or cancellation of the Member's Plan.
- 5.6. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. In all other respects, the parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses. This arbitration agreement does not preclude you or Company from seeking action by federal, state, or local government agencies. You and Company also have the right to bring qualifying claims in small claims court. In addition, you and Company retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these terms.
- 5.7. The arbitrator shall follow the federal arbitration act, 9 U.S.C. §§ 1-16, as amended. In all other respects, the substantive law of the state of Colorado shall apply, without regard to conflicts of laws principles.
- 5.8. Neither you nor Company may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your or Company's individual claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.
- 5.9. If any provision of this section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this section shall continue in full force and effect. No waiver of any provision of this section of the terms will be effective or enforceable unless recorded in writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of the terms.
- 5.10. If any claim or dispute is found by the arbitrator to be excluded from this arbitration agreement above, the parties agree that any such claim or dispute shall be exclusively brought in and decided by the state or federal courts located in Aurora, Colorado.
- 5.11. If you intend to seek arbitration you must first send a written notice ("Notice"), by certified mail, to Zelo Car Wash, 18690 E ILIFF Ave, Aurora, CO 80013. If Zelo Car Wash intends to seek arbitration, Zelo Car Wash will send a Notice to the email address, current billing address, or mobile telephone number associated with your membership plan. For either party, the Notice must describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach an agreement within 30 days from the receipt of the Notice, either party may initiate arbitration proceedings.
- 5.12. Time Limitation of Claims. The parties agree that they must initiate arbitration within one (1) year after the party discovered or should have discovered the Dispute, unless applicable state or federal law expressly does not permit for the parties to shorten the length of a limitations or repose period or enforcement of this provision contradicts an applicable fundamental public policy; otherwise, the parties agree that the Dispute is permanently barred.
- 5.13. THIRTY (30) DAY RIGHT TO OPT-OUT. YOU HAVE THE RIGHT TO OPT-OUT AND NOT BE BOUND BY THE ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN THIS SECTION OF THESE TERMS BY SENDING WRITTEN NOTICE OF YOUR DECISION TO OPT-OUT BY EMAILING US AT ZELOCARWASH@GMAIL.COM. THE NOTICE MUST BE SENT WITHIN THIRTY (30) DAYS OF ACCEPTING THESE PROGRAM TERMS AND CONDITIONS, OTHERWISE YOU SHALL BE BOUND TO ARBITRATE DISPUTES IN ACCORDANCE WITH THE TERMS OF THOSE SECTIONS. IF YOU OPT-OUT OF THESE ARBITRATION PROVISIONS, WE ALSO WILL NOT BE BOUND BY THEM.
- 5.14. This Section 5 of the Terms will survive the termination of your relationship with Company.

6. MISCELLANEOUS

- 6.1. If you do not accept these Program Terms and Conditions, or any subsequent amendment, modification, update, or supplement, your sole and exclusive remedy is to terminate your membership. All terminations remain subject to this Term's refund and cancellation policies. Any of Zelo's Plans are void where prohibited by law. Any unspecified expenses related to the enrollment or use of a Plan are solely the member's responsibility. If a court holds any of these Membership Terms and Conditions unenforceable, the remainder of the Membership Terms and Conditions will remain enforceable. The failure by Zelo to act on any breach of the Membership Terms and Conditions by you or other member will not constitute a waiver of Zelo's right to act with respect to any future breaches.
- 6.2. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL ZELO CAR WASH OR ITS AFFILIATES OR SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS ("ZELO PARTIES") BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANYONE FOR WHOM YOU PURCHASE A ZELO MEMBERSHIP PLAN FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND

Zelo Car Wash Membership Terms

WHATSOEVER, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ZELO PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE ZELO 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 ZELO MEMBERSHIP PLAN AND STOP 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 CANCELANATION OF THESE TERMS.

- 6.3. Severability and Survival. If any portion of this Arbitration Agreement or the Zelo Membership Terms and Conditions is deemed invalid or unenforceable through a final judicial determination, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms, provisions, covenants, and restrictions of this Membership Terms & Conditions shall remain in full force and effect. Specifically, no portion of the Arbitration Agreement Section may be amended, severed, or waived absent a written agreement between you and Zelo Car Wash
- 6.4. Place and Governing Law. To the extent state law is applicable, the laws of the State of Colorado shall apply without regard to conflict-of-laws provisions.
- 6.5. Zelo Car Wash 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 Website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgment, or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products and creating, modifying, or improving Zelo Car Wash, its Plans or processes. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.
- 6.6. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent, and any such attempted or purported assignment or delegation without our prior written consent is void. These Terms do not confer any rights, remedies, or benefits upon any person other than you and Zelo Car Wash, except that our affiliates are third-party beneficiaries of these Terms. These Terms, including our Privacy Notice and the Website Terms of Service, are the entire agreement between you and Zelo Car Wash with respect to your Zelo membership plan. Zelo Car Wash'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 in writing and signed by Zelo Car Wash. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms inure to the benefit of the successors and assigns of Zelo Car Wash. Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, or dispute resolution) will continue in effect beyond any termination of these Terms or of your Zelo membership plan.
- 6.7. Document Order of Precedence. In case of conflict between the abbreviated Terms, accepted either verbally, via payment or online; any verbal commitments by Zelo, management or team; and the Terms contained herein, the Terms herein take precedence and will be basis of any final determination.
- 6.8. No Verbal Agreements. Zelo is under no obligation to honor any verbal agreements that are contrary to these Terms regardless of when, where or who made the offers, statements or agreements.
- 6.9. Zelo may update Terms without notice when the update is deemed to be non-material such as clarification, correction of typos, Plan name changes, branding or other updates that do not infringe upon the Plan benefits. Notwithstanding, updates that have been duly posted for over 30 days are considered to have met all notification requirements of the Terms.
- 6.10. Member agrees that no joint venture, partnership, employment, or agency relationship exists between you and Zelo as a result of these Terms.
- 6.11. All right to trial by jury in any action, proceeding, or counterclaim arising out of or in connection with these Terms are irrevocably waived.
- 6.12. These Terms and any other terms referenced herein, shall constitute the entire agreement between Member and Zelo Car Wash.
- 6.13. Any rights not expressly granted herein are reserved.

Print or otherwise save a copy of all documentation, agreements, notices and other communications for you reference.