

DELTA SONIC TERMS OF SERVICE

Effective Date: January 9, 2020

These Terms of Service ("Terms") is an agreement between you and Delta Sonic Carwash Systems, Inc. ("Delta Sonic", "us", "our" or "we") and sets forth the legally binding terms for your use of our website www.deltasoniccarwash.com, (and its subdomains) and any websites which include a link to these Terms (the "Sites"), as well as in connection with any of our sales or marketing activities or other services available on our Sites or offline at our stores ("Services").

These Terms apply to your use of the Sites and Services (however accessed and/or used, whether via personal computers, mobile devices or otherwise) or any other means or applications in which you connect with us and your use of our Sites or Services.

Our Privacy Policy found at <https://www.deltasoniccarwash.com/privacy-policy.html> is incorporated into and subject to these Terms by reference. Please review that Privacy Policy for information about how we collect, use, and share information, including the data rights available to you.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTIONS 14 BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

QUICK LINKS

We recommend that you read these Terms in full to ensure you are fully informed. However, to make it easier for you to review those parts of these Terms which apply to you, we have divided up the document into the following sections:

1. Who We Are
2. Acceptance of Terms
3. Account and Contact Information
4. Payment and Cancellation Rights
5. Your Use of the Sites and Services
6. Proprietary Rights
7. Digital Millennium Copyright Act Notice
8. Disclaimer of Warranties
9. Limitation of Liability
10. California Resident Rights
11. Geographic Restrictions
12. Changes to Terms of Service
13. Third Party Links
14. Arbitration / Dispute Resolution
15. No Rights of Third Parties
16. Miscellaneous
17. Contact Us <https://web.deltasoniccarwash.com/customer/contact/>

1. WHO WE ARE

Delta Sonic is a US company which is family owned and operated, providing carwash and maintenance services with headquarters in Buffalo, New York and stores in Pennsylvania, New York and Illinois.

2. ACCEPTANCE OF TERMS

Agreement to the Terms. Each time that you access or use our Sites or Services you signify that you have read, understand, and agree to be bound by these Terms. If you do not agree to any of these Terms you must discontinue using the Sites and Services.

Eligibility. You must be at least 18 years old or have reached the age of majority in the jurisdiction in which you reside to use the Sites and Services or become a member and by using our Services or registering with us, becoming a member, or making a purchase from us you attest that you have reached the age of majority and have the legal capacity to be legally bound by these Terms.

Electronic Form/Communications. By accessing or using the Sites or Services you consent to having this agreement provided to you in electronic form and receiving communications from us electronically. We may communicate with you by postal mail, e-mail or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing.

3. ACCOUNT AND CONTACT INFORMATION

Access to the Sites and Services. You do not need to register as a member in order to access and browse some sections of the Sites or Services, but you may not be able to access all of the features of the Sites or Services unless you register with us and create an account. If you are browsing the Sites or Services and have not yet registered with us your use of the Site or Services will still be subject to these Terms.

Account. You can create an account by submitting the information required (“Delta Sonic Account”). You’ll need to provide a valid email address and a password which you will be required to submit each time you log in. The email address you provide is your username. You must provide accurate, current and complete information during the registration process and keep your Delta Sonic Account up-to-date at all times. Any falsification of any information whatsoever may, at Delta Sonic's option, result in immediate suspension or termination of your right to use the Services.

Security. If you use our Services you are responsible for restricting access to your Delta Sonic Account and ensuring that your computer and mobile device are free from all types of malicious content, including content that may track any data you enter via the Services. Your login ID email address (or other unique identifier needed to create an account) and password, together with any mobile number or other contact information you provide, form your “Account Information.” You understand and agree that you are responsible for maintaining the confidentiality and security of your password and other Account Information, and that you are solely responsible for all activities that occur on or through your Delta Sonic Account. You further agree to notify Delta Sonic immediately of any unauthorized access to your Delta Sonic Account or unauthorized use of your Account Information or any other security breach by emailing us at support@deltasoniccarwash.com.

Contacting You. When you provide us with contact information in connection with a particular activity or when using our Services, such as an email address or telephone number, you agree that this action constitutes a purchase or inquiry establishing a business relationship with us. You expressly consent to our communicating with you using contact information obtained directly from you or which is provided to us with your consent. You attest that you have the legal authority over any contact information provided to us and can provide us and/or third parties with the authorization to contact you. This means you may be contacted in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, IM messaging, or any other means of communication that your wireless or other telecommunications device may be capable of receiving), in accordance with applicable laws or regulations (“Applicable Laws”).

4. PAYMENT AND CANCELATION RIGHTS

Purchasing our Products or Services. Please refer to the applicable offer for a description of our products and services including our membership plans and pricing. Any terms and conditions of any offer disclosed to you when ordering is deemed part of these Terms. Delta Sonic reserves the right to change the fees for its products and Services and will provide notice of any increase on its receipts you receive for Services prior to your being charged.

No Binding Offer. Nothing on the Sites or Services constitutes a binding offer to sell, distribute or give away any products or services. In the event the products and services are listed at an incorrect price, we have the right to refuse or cancel orders placed at the incorrect price, regardless of whether the order has been confirmed or you have been charged. We reserve the right at any time after receipt of your order to accept or decline such order, or any portion thereof even after your receipt of an order confirmation or after you have been charged. We also reserve the right at any time to limit the quantities of products and/or services ordered for you or your household. There may be information on the Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We make no representation as to whether information on the Sites or Services is current or the completeness or accuracy of any information on the Sites or Services.

Billing Information. When you provide payment information (“Billing Information”) to Delta Sonic or its authorized processor, you represent that you are an authorized user of the payment card, PIN, key, account or other payment method specified by you (“Payment Method”), and you authorize Delta Sonic to charge such Payment Method for the full amount of the transaction. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, debit/credit card issuer or other provider of your chosen Payment Method (the “Payment Method Provider”). If Delta Sonic does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your account upon demand. In the event we are advised of insufficient funds in your account or credit to cover your payment by your Payment Method, we may re-present such un-cleared or rejected payment, or any lesser amount thereof, to your Payment Method Provider. In the event we have to collect unpaid amounts you owe us, you will be liable for all collection costs, including attorneys' and collection agency fees. Delta Sonic reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third-party sources. In the event Delta Sonic cannot charge the Payment Method you provide we reserve the right to terminate your order and invoice you for any unpaid amounts. You must promptly notify Delta Sonic if your Payment Method is canceled (e.g., for loss or theft). If you fail to notify us, you remain responsible for any continued charges to the Payment Method you provided.

How to Cancel Auto-Renewal. You can cancel any membership any time after the first full month charge to avoid future charges by either informing a carwash advisor that you wish to cancel, or going online and filling out a cancellation form at <https://web.deltasoniccarwash.com/cancelunlimiteds/#/> or contacting customer service at 800-843-5477.

5. YOUR USE OF THE SITES AND SERVICES

Rules of Conduct. In connection with your use of the Sites and Services, you will not (i) use the Sites and Services other than as permitted in these Terms; (ii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Sites, Content (as hereinafter defined), or Services; (iii) upload or input to the Sites or Services any information which contains software viruses, or any computer code, files or programs designed to interrupt, destroy or limit the functionality of the Sites or Services, any computer software or hardware or telecommunications equipment; (iv) reverse engineer, decompile, reverse assemble, decode, modify or attempt to discover any source code or generate its content or any software or processes accessible through the Sites or Services; (v) use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Sites or Services, monitor traffic on the Sites or Services, obtain or accumulate personal information about other users, or collect or store personal data about other users; (vi) copy or adapt the object code of any software, HTML, JavaScript or other code; (vii) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Sites or Services; (viii) use the Sites or Services in any manner that in Delta Sonic's sole judgment, adversely affects the performance or function of the Sites or Services or interferes with the ability of other users to access or utilize the Sites or Services or undertake any acts not expressly permitted under the Terms; (ix) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Content; (x) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Sites or Services, to any third party for any reason; (xi) exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage; (xii) use software or any other means to harvest information from the Sites or Services; (xiii) harass others or disclose personal information about others that could amount to harassment; (xiv) impersonate others or create false accounts; (xv) Send chain letters, junk mail, 'spamming' material or any other form of bulk communication; (xvi) publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, sexually explicit, harmful, confidential, libelous, hateful, threatening or otherwise illegal material or information, or anything which might constitute a criminal or civil offence; or (xvii) undertake to use the Sites or Services in violation of any Applicable Law or generally accepted practices or guidelines ("Accepted Practices") or take any action which would cause us to be in violation of any Applicable Law or Acceptable Practices.

Monitoring. Delta Sonic reserves the right to monitor all network traffic to the Sites or Services and anyone using the Sites or Services expressly acknowledges that such monitoring may occur. Delta Sonic may block unauthorized attempts or intrusions to upload or change information or cause damage to the Sites or Services in any fashion. You acknowledge that Delta Sonic has no general obligation to monitor User Content (as hereinafter defined) nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or to edit any User Content in order to: (i) operate, secure and improve the security of the Sites or Services (including without limitation for fraud

prevention, risk assessment, investigation and customer support purposes); (ii) ensure compliance with these Terms; (iii) comply with Applicable Laws or the order or requirement of a court, law enforcement, or other administration agency or governmental body; (iv) respond to User Content or user conduct that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms.

Posting of User Content. The Services may contain comments or reviews by our customers that are provided through other entities who provide us customer reviews which will be posted on our Sites (“User Content”) which will then be visible to other visitors to our Sites. Delta Sonic has no obligation to monitor User Content but reserves the right to review and remove any User Content at any time, without notice, for any reason and in its sole discretion. Delta Sonic specifically disclaims any liability with regard to User Content and any actions resulting from your participation in posting any such User Content. DELTA SONIC IS NOT RESPONSIBLE FOR ANY USER’S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT OR INFORMATION POSTED ON OR THROUGH THE SERVICES. You are responsible for ensuring that you have the rights to post any User Content relating to our Site and Services

Objectionable Content. If you encounter something you find objectionable and in violation of these Terms, you can report it to support@deltasoniccarwash.com.

Feedback/Idea Submissions. Delta Sonic does not accept unauthorized idea submissions. Any ideas disclosed to Delta Sonic are not confidential and Delta Sonic may develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. All comments or materials submitted to us, including testimonials, images, reviews, questions, comments, or suggestions (collectively, “Feedback”), is received and treated by us on a non-confidential and unrestricted basis. If you provide Delta Sonic with any Feedback, you hereby grant Delta Sonic a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, sublicensable license to reproduce, distribute, modify, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit that Feedback for any purposes, for all current and future methods and forms of exploitation throughout the world. If any such rights may not be licensed under Applicable Laws (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. You understand and agree that Delta Sonic is not required to make any use of any Feedback that you provide. You agree that if Delta Sonic makes use of your Feedback, Delta Sonic is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to Delta Sonic to grant Delta Sonic and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary, privacy or other personal rights.

Termination. Delta Sonic may terminate your access to its Sites or Services immediately or disable any user name, password or other identifier, whether chosen by you or provided by Delta Sonic, at any time without notice, if, in Delta Sonic’s sole opinion, you have violated any provision of these Terms. Termination will not limit any of Delta Sonic’s rights or remedies at law or in equity.

Third-Party Links. The Sites and Services may contain links to other websites or applications. These websites and applications are not under the control of Delta Sonic, and the existence of a link from the Sites or Services does not imply any endorsement of or affiliation with the linked websites or applications. Delta Sonic makes no warranties or representations, and disclaims all liability, relating to the accuracy, content, terms of service, privacy policies, products, services, legality, reliability, viewpoint, accuracy, currency, decency, or any other aspect of the linked websites or applications or for any products sold on our Sites.

Modification to Services. Delta Sonic has the right to modify its Services (and products and services accessible through its Services), and its Sites at any time in its sole discretion which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Delta Sonic has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality or other aspects of its Sites or Services. Your only right with respect to any dissatisfaction with any modifications made to its Sites or Services, or any policies or practices of Delta Sonic in providing its Services is to cancel your account and/or stop using the Sites or Services.

6. PROPRIETARY RIGHTS

Ownership of Content and Marks. The Sites and Services, and all content published on or accessible through the Sites and Services ("Content"), is owned by Delta Sonic, its affiliates or its licensors, and is protected by laws governing copyrights patents, trademarks, trade secrets and/or other proprietary rights. Delta Sonic owns a copyright in the selection, coordination, arrangement and enhancement of such Content and a copyright in the Sites. All trademarks, logos, service marks, trade names, and trade dress appearing on the Content and Sites ("Marks"), are proprietary to Delta Sonic, its affiliates, or its licensors. You acknowledge that you do not acquire any ownership rights in any Content or Marks downloaded or accessed from the Sites or Services. You may not frame or utilize framing techniques to enclose any Marks or Content (including images, text, page layout, or form) nor use any Meta tags or any other "hidden text" utilizing TN Marketing, its affiliates', or its licensors' name or Marks without the prior express written consent of Delta Sonic. You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, the Sites, Services, Marks or Content, in whole or in part, without the prior written consent of Delta Sonic.

Our Limited License to You. You acknowledge and agree that the Sites, Services and Content are provided under license, and not sold, to you and your use. You do not acquire any ownership interest in the Sites, Services or Content under these Terms, or any other rights thereto other than to use the Sites, Services and Content in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms. Delta Sonic grants you a limited, personal, non-commercial, non-exclusive, revocable, non-assignable, and non-transferable license to access (but not through scraping, spidering, crawling or other technology or software used to access data) and display the Content (excluding any software code) solely for your personal use in connection with accessing and using the Services as reasonably necessary to use them for their intended purpose. You may not insert any code or product to manipulate the Content, Sites or Services in any way that affects any user's experience. Delta Sonic and its licensors reserve all rights not expressly granted in and to its respective Sites, Services, Marks and Content. You may not use the Sites, Services, Marks or Content in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Sites or Services. You may, however, from time to time, download copies of individual pages from the Services for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices intact.

7. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

Filing a Complaint. Delta Sonic has designated an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (“DMCA”) and avails itself of the protections under the DMCA. We reserve the right to remove any User Content on the Sites which allegedly infringes another person’s copyright. We are under no obligation to scan content posted for any violations of third party rights. However, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Sites. If you believe any materials on any Site infringes a copyright, you should provide us with a written request to takedown the allegedly infringing material in the form of a written letter, sent by regular mail only, (“DMCA Takedown Notice”) that at a minimum includes:

- Identification of the URL of the Site and 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;
- Your name, address, telephone number and email address (if available);
- 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;
- 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
- The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notwithstanding the foregoing, we reserve the right to ignore a DMCA Takedown Notice that is not in compliance with the DMCA.

Filing a Counter-Notice. If your material has been removed or blocked by us as a result of our receipt of a DMCA Takedown Notice, you may send us a request asking for the allegedly infringing material to be restored in the form of a written letter, sent by regular mail only (“DMCA Counter-Notice”) that at a minimum includes:

- Identification of the copyrighted work (or works) that was removed by Delta Sonic and the URL of the Site(s) with the location at which the works appeared before they were removed. The information must be reasonably sufficient to permit us to identify the copyrighted work;
- Your name, address, telephone number and email address (if available);
- A statement that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which your address is located, or the State of New York if your address is outside of the United States;
- A statement that you will accept service of process from the person (or an agent of such person) who provided the DMCA Takedown Notice to us;
- A statement that you have a good faith belief that the allegedly infringing material identified above as the copyrighted work was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- A signature of a person authorized to act on behalf of the owner of the copyrighted work that was taken down.

When we receive the DMCA Counter-Notice, we will send a copy of the DMCA Counter-Notice to the party who originally sent us the DMCA Takedown Notice requested the removal of the allegedly infringing material and we will

reinstate the allegedly infringing material, unless that party obtains a court order supporting removal of the allegedly infringing material.

Notwithstanding the foregoing, we reserve the right to ignore a DMCA Counter-Notice that is not in compliance with the DMCA.

Both the DMCA Takedown Notice and the DMCA Counter-Notice must be sent to our designated DMCA designated agent addressed as follows:

[name and address]
Attention: _____

8. DISCLAIMER OF WARRANTIES

IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE CONTENT AND INFORMATION OFFERED ON OR THROUGH THE SITES OR SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS ,INCLUDING WHETHER UPDATES WILL AUTOMATICALLY DOWNLOAD WHEN INSTALLED OR THAT DEPENDING ON YOUR DEVICE WHETHER UPDATES WILL BE AVAILABLE TO YOU. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES OR CONTENT CONTAINED THEREIN WITH REGARD TO THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, DELTA SONIC CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. DELTA SONIC MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES.

9. LIMITATION OF LIABILITY

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Sites, Services, Content and User Content remains with you. Neither Delta Sonic nor any other party involved in creating, producing, or delivering the Sites or Services or Content or posting User Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Sites or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Delta Sonic has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed its essential purpose. In no event will Delta Sonic's aggregate liability arising out of or in connection with these Terms and your use of the

Sites or Services, exceed the amounts you have paid to Delta Sonic in the twelve month period prior to the event giving rise to the liability, or \$50USD if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Delta Sonic and you. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. CALIFORNIA RESIDENTS RIGHTS

If you are a California resident and in connection with the foregoing releases, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) 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.”

11. GEOGRAPHIC RESTRICTIONS

Delta Sonic will provide the Sites and Services with reasonable care and skill but makes no representations that they are appropriate for use from locations outside the United States or compliant with laws outside the United States. If you access the Sites or Services from outside the United States, you are responsible for compliance with local laws in relation to your use of the Sites or Services.

12. CHANGES TO TERMS OF SERVICE

Delta Sonic will review and may update these Terms periodically and will note the new effective date if any changes are made. If we make material changes to these Terms we may choose to notify you by prominently posting a notice of a new Terms of Service update on the Sites for a period of time in our discretion but we encourage you to review these Terms and make note of the “effective date” frequently. Your continued use of the Sites and Services after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Sites and Services.

13. THIRD PARTY LINKS

You may be able to access other websites, mobile applications or resources through links accessed on the Sites or Services. Because Delta Sonic has no control over such websites or mobile applications you acknowledge and agree Delta Sonic is not responsible for the availability of such external websites, mobile applications or resources accessible from those third parties, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does Delta Sonic endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

14. ARBITRATION / DISPUTE RESOLUTION FOR U.S. RESIDENTS

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York without application of conflict of laws rules, except that these Arbitration provisions shall be governed by the Federal Arbitration Act.

Resolution of Any Dispute. In the event a dispute arises between you and Delta Sonic (“Dispute”), we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting us by writing to Delta Sonic, 570 Delaware Ave., Buffalo, NY 14202. If, however, the Dispute cannot be resolved by the personnel directly involved, the parties shall first attempt in good faith to resolve the Dispute promptly by negotiation between duly appointed executive officers or other representatives of such parties, with full authority to negotiate and settle the Dispute. We also participate in the Better Business Bureau's BBBOnLine Program. This means that we have committed to cooperating with BBB efforts to resolve disputes that may arise under this contract. Upon your request, we will agree to participate in a BBB dispute resolution process to resolve these disputes. There are limits as to the kinds of claims that the BBB will handle. Go to <http://www.bbb.org/us/Dispute-Resolution-Services/> for more information. If a Dispute has not been resolved by negotiations within 90 days as provided hereinabove, such Dispute shall be submitted to JAMS, or its successor (collectively, “JAMS”), for mediation as provided hereinbelow. Any party involved in the Dispute may commence mediation by providing to JAMS and each other party involved in the Dispute a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS’ panel of neutrals and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. None of the parties may commence arbitration or a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 30 business days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of arbitration or a civil action, if the parties so desire.

Limitation of Legal Remedies. If there is a Dispute that remains unresolved after mediation, INSTEAD OF SUING IN COURT, YOU AND Delta Sonic EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO ARBITRATE DISPUTES THROUGH BINDING ARBITRATION PURSUANT TO THE JAMS ARBITRATION RULES AND PROCEDURES, ON AN INDIVIDUAL BASIS, WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO DELTA SONIC’S INTELLECTUAL PROPERTY RIGHTS AND STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE. This agreement to arbitrate is intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory (“Claim(s)”). The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

Jury Trial Waiver. YOU AND DELTA SONIC EACH VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN US ARISING OUT OF THESE TERMS OR THE SITES OR SERVICES.

Class Action Waiver. YOU AND DELTA SONIC EACH AGREE THAT CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. All arbitrations under these Terms must be conducted on an individual (and not a class-wide) basis, and an arbitrator will have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others, participating in a class, representative,

or collective action as a class representative, class member or an opt-in party, acting as a private attorney general, or joining or consolidating Claims with claims or proceedings brought by any other person ("Class Action Waiver").

Arbitration Procedures. A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought ("Notice"). All Notices to Delta Sonic must be sent to the following address: Delta Sonic, 570 Delaware Ave., Buffalo, NY 14202. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this Section. Upon receipt of such Notice, the receiving party will have a 60-day period in which it may satisfy the Claim against it by fully curing the Claim, providing all the relief requested in the Notice, or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such 60-day cure period, you or Delta Sonic may commence an arbitration proceeding. Unless otherwise agreed to by you and Delta Sonic in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator with substantial experience in the internet industry and shall follow substantive law in adjudicating the Dispute. This Section shall be construed as a written agreement to arbitrate pursuant to the Federal Arbitration Act ("FAA"). You and Delta Sonic agree that this Section satisfies the writing requirement of the FAA. The arbitration of any claim will be conducted in the State of New York, and for any non-frivolous claim that does not exceed \$5,000.00, you shall have the choice as to whether the hearing is conducted in person or by telephone. Each party will pay the fees and costs of its own counsel, experts and witnesses. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this dispute resolution Section conflicts with JAMS minimum standards for procedural fairness, the JAMS rules and/or minimum standards for arbitration procedures in that regard shall control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or for the arbitrator's award; and any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, unconscionability, arbitrability, or enforceability of these Terms including any claim that all or any part of these Terms are void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

Exception to Arbitration. Only disputes or actions pertaining to Delta Sonic Carwash Systems, Inc.'s intellectual property rights, or statutory claims that pursuant to law are not arbitrable, are exempt from arbitration.

Survival. This arbitration provision shall survive termination of these Terms.

Severability. If any provision of this Section is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply.

15. NO RIGHTS OF THIRD PARTIES

You agree that, except as otherwise expressly provided in these Terms, there are not third-party beneficiaries to these Terms.

16. MISCELLANEOUS

These Terms, and policies incorporated herein, are the entire agreement between you and Delta Sonic. They supersede any and all prior or contemporaneous agreements between you and Delta Sonic relating

to your use of the Sites or Services. If these Terms expire or are terminated for any reason, the provisions which by their nature should continue after termination including Proprietary Rights, Disclaimer of Warranties, Limitation of Liability, Arbitration/Dispute Resolution, No Rights of Third Parties, and Miscellaneous shall survive any such expiration or termination. If any provision of these Terms is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply. You may not assign your rights under your Delta Sonic Account or this agreement to any third party without Delta Sonic's prior written permission. Delta Sonic may assign these Terms, in whole or in part, at any time. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of Delta Sonic to partially or fully exercise any rights or the waiver of Delta Sonic to enforce any breach of these Terms by you, shall not prevent a subsequent exercise of such right by Delta Sonic or be deemed a waiver by Delta Sonic of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of Delta Sonic under these Terms and any other applicable agreement between you and Delta Sonic shall be cumulative, and the exercise of any such right or remedy shall not limit Delta Sonic's right to exercise any other right or remedy. In the event of any conflict or inconsistency between any of these Terms any other terms or conditions applicable to the Services, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

17. CONTACT US.

Please email us at support@deltasoniccarwash.com, or contact customer service by phone at 800-843-5477, or write to us at: Delta Sonic, 570 Delaware Ave., Buffalo, NY 14202 if you have any questions about these Terms.

When contacting us, please include your full name, address, phone number, and email address, and indicate the specific nature of your request or inquiry.