

Terms and Conditions

(1) Privacy. Please refer to the Privacy Policy posted on the website as it describes any and all uses we will make of any private information posted on this website or included in any filing in connection with the Car Wash Loyalty Card Program.

(2) Subject to Change. All policies of the Ken's Car Wash Loyalty Card Program, Web Site or the Company Policies described herein are subject to change at any time. Changes will be posted on this website but may or may not be highlighted or sent via a specific email. Failure to identify changes to the Loyalty Card Program or Privacy Policy shall not invalidate such change or the Company's right to make such change or any further changes. We shall endeavor to give notice of a change in policy, but no notice is required and changes may be effective upon posting. Changes may include the price and/or availability of any product, the terms of any promotion, Web Site feature, database, or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Web Site without notice or liability. Company reserves the right, in its sole discretion, to refuse service.

(3) Current Offer. After every five (5) car washes for which payment has been received in full and Loyalty Card is identified, the Loyalty Card will be automatically credited with one (1) wash of the highest value package available without further payment. This offer is not to be combined with any other offer, including without limitation, may not be combined with any Fleet Discount, with any gift card discount, or with any other discount of any kind. At this time there is no required value of the paid car washes, provided each one must be paid at the full posted rate. Each Loyalty Card shall earn points separately and points earned on one card may not be combined with points earned on another.

(4) Lost Cards. We are not responsible for lost cards. We cannot replace lost cards nor can we replace the credits earned on a lost card.

(5) Time Limit. At this time there is no time limit on the use of the free car wash earned through the Loyalty Program. However, the Company reserves the right to place a time limit on the use of the free wash, on the time period for the earning of a free wash or on any other terms or conditions of the policy.

(6) Location. Credits towards free washes and free washes may be obtained at any Ken's Car Wash location.

(7) Your Warranties to Company. You represent, warrant and covenant that (a) you know how to use the car wash and will follow all written, oral, explicit or implicit instructions and warnings while using the car wash or this web site; (b) you are at least eighteen (18) years old and have a valid driver's license; and (c) you shall not use, access, or modify this Web Site, any of its content or any of the information or data transmitted through the Web Site for any purpose or in any manner not expressly authorized by these Terms of Use. Breach of any of the warranties contained herein may form the basis of legal penalties including the termination of any rights under any Loyalty Card Program.

(8) No Responsibility for Links. The Web Site contains links and pointers to other World Wide Web Internet sites, resources, and sponsors of the Web Site. Links to and from the Web Site to other third party sites, maintained by third parties, do not constitute an endorsement or representation of the accuracy by Company or any of its subsidiaries or affiliates of any third party resources, or their contents or the conditions respecting the use thereof. Such links do not constitute sponsorship, endorsement, adoption, or approval of such web sites or their contents by Company. You are responsible for determining the conditions of use and taking protective measures against viruses when accessing any linked sites.

(9) User Postings. Company does not and cannot review all materials posted to the Web Site by users, and Company is not responsible for any such materials posted by users. However, Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Company's sole discretion are objectionable or in violation of this Policy.

(10) No Warranty as to Information. Company does not represent or endorse the accuracy, completeness or reliability of any description, price, statement, text, graphics, links or other information displayed or distributed through the Web Site, including those of its affiliates and subsidiaries (collectively "Web Site"). You acknowledge that any reliance upon any such statement, memorandum, or information shall be at your sole risk and responsibility. Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Web Site.

(11) NO WARRANTY. THE WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE COMPANY WEB SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE COMPANY WEB SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEB SITE OR ANY LINKED SITE. FURTHER, COMPANY AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE COMPANY WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, A VISITOR'S COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF A VISITOR'S ACCESS TO, USE OF, BROWSING IN, OR DOWNLOADING OF ANYTHING FROM, THE WEB SITE. COMPANY AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE WEB SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

(12) NO AWARD OF DAMAGES AGAINST COMPANY. IN NO EVENT SHALL COMPANY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THIS WEB SITE, THE LOYALTY CARD, THE LOYALTY POLICIES, ANY LINKED WEB SITE, OR ANY OTHER RELATED MATTER. THIS INCLUDES WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, COMPUTER PROGRAMS, OR INFORMATION SYSTEM, OR THE LOSS OF ANY INFORMATION OR DATA.

(13) Use of Your Information. Except as provided otherwise in Company's Privacy Statement posted on this Web Site, by posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Web Site, you hereby grant to Company a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications. Any visitor to the Web Site transmitting or providing information to Company via E-mail or otherwise agrees that Company has unlimited rights to such information and that Company may treat such information as non-confidential and non-proprietary and may use such information in any way Company chooses without compensation or acknowledgement of its source, except as otherwise restricted by applicable law.

(14) No Confidential Information. Except as provided otherwise in Company's Privacy Statement with respect to certain personal data and financial information, you acknowledge that transmission to and from this Web Site is not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to Company, no confidential, fiduciary, contractually implied or other relationship is created between you and Company other than pursuant to this Agreement.

(15) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF OHIO. VENUE SHALL BE LIMITED TO THE COUNTY OF FRANKLIN, STATE OF OHIO.

(16) Entire Agreement. This Agreement and the Privacy Statement constitutes the entire agreement between Company and you with respect to your use of the Web Site and your Loyalty Card. Any cause of action you may have with respect to your use of the Web Site or the Loyalty Program must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. Company disclaims any and all responsibility for content contained in any third party materials provided through links from the Web Site. Use of paragraph headings is for information purposes and do not expand or limit the terms of the paragraphs.

(17) Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for injunctive relief, any controversy or claim arising out of or relating to this Agreement, other than as to ownership or title to intellectual property rights in the proprietary information of Company, shall be settled by arbitration in Franklin County, Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted by a panel of three members, Company and you each selecting one member and the third member, who shall be chairperson, selected by agreement between the other two members. The chairperson shall be an attorney-at-law, and the other members shall have proven knowledge or three years experience in a field related to the operation of car washes. The arbitrators shall have the authority to grant injunctive relief in a form substantially similar to that which would otherwise be granted by a court of law. If an arbitrator lawfully awards damages to you, such damages shall not exceed one hundred dollars (\$100).

(18) See also Company's Privacy Statement.