# Wash Club Terms and Conditions



## **MEMBERSHIP SERVICES**

We offer the following Wash Club ("WC") membership plans: Banzai, Tsunami, and Tidal Wave.

- SINGLE VEHICLE USE ONLY: A WC Membership is specific per vehicle. One membership per vehicle. One wash of the selected type per day.
- RFID/BARCODE STICKERS: The Wave will affix a radio frequency identification (RFID) or barcode sticker to the vehicle's front windshield or to your driver's side door jamb upon enrollment in a membership plan. The membership plan number for the vehicle appears on this sticker. The RFID/barcode sticker(s) must be affixed to the vehicle's windshield each time services are obtained. You agree not to tamper with, copy, resell, or transfer/share a vehicle's RFID sticker. Doing so will result in an immediately voided membership and all monies forfeited. Damaged WC registration tags may be replaced.
- SERVICES: A current, paid membership plan is active for one month from bill date and allows the vehicle identified with the plan to wash at their chosen level at any Wave Car Wash location. The services offered at each Wave location may vary and may be affected by a variety of factors, including inclement weather, maintenance, unexpected equipment failure, holidays, store upgrades, governmental orders, or other force majeure events.
- The WC cannot be combined with any other programs or discounts including, but not limited to, pre-paid washes, vouchers, and/or coupons. However, the WC does not apply to special event pricing.
- We reserve the right to change our WC membership plans, fees, or terms & conditions in any manner and at any time as we may determine in our sole and absolute discretion.

#### **PAYMENTS**

WC membership plans may be purchased on site or online through our website. To purchase a plan, you must provide a current, valid, accepted debit or credit card ("CC"). By enrolling, you authorize us to charge the current CC associated to your membership account for your membership plan(s) fees, which will be automatically charged monthly, until you suspend/cancel your membership.

- AUTO-RENEWAL: The recurring, monthly program fee is automatically charged to the CC on file each month on the day of sign-up (i.e., If you sign-up on the 5<sup>th</sup> of the month, you will be billed every month on the 5<sup>th</sup>).
  - Billing date may change based on declined payments, membership restart, sign ups on the 28<sup>th</sup>-31<sup>st</sup> of some months, and/or site internet/power failures.
- DECLINED PAYMENTS: If a payment is not successfully settled due to expiration, insufficient funds, bank restrictions, or otherwise, your access to the service will be unavailable until we have successfully charged a valid CC. For some CCs, the issuer may charge you additional fees. Check with your CC service provider for details. We have no responsibility or liability if your CC is declined by your financial institution. If your account deactivates, it will attempt to reactivate (bill) for 14 days. Reactivation in the 14-day period or by customer request will be at the current retail pricing.
- UPDATE CC: Update your cc on file at <a href="https://www.thewavewash.com/manage-my-plan">https://www.thewavewash.com/manage-my-plan</a>, via a declined payment text/email, or by presenting the new card to an attendant at any site. Following any update, you authorize us to continue to charge the applicable CC for each membership plan associated with your membership account.
- PAYMENT INFORMATION: CC information is securely stored and processed by our PCI-compliant third-party payment processor.

## SUSPENSION/CANCELLATION

The WC is month to month. There are no long-term commitments or contracts, no hidden cancellation charges. Members can suspend their accounts or terminate completely at any time.

- You must cancel or suspend a WC membership plan at least five (5) days BEFORE IT RENEWS to avoid automatic billing to your CC for the applicable fee for the next monthly billing cycle. Note: the day payment is shown/processed to your financial account may be after the billing date. Ensure accurate billing date to cancel in time.
- Cancellations not submitted five (5) days prior to billing may be charged for the following month. The vehicle identified with the cancelled membership plan will continue to have access to the car wash services through the end of its billing period. Cancellation/suspension requests must be documented and can be processed:
  - Online via the Manage your Membership form at <a href="https://www.thewavewash.com/manage-my-plan">https://www.thewavewash.com/manage-my-plan</a>
  - o In person at any Wave location with a Wash Club Management Form
  - o Email to info@thewavewash.com
- NONREFUNDABLE: Paid membership fees are nonrefundable and there are no refunds or credits for partially used or unused membership plan periods. Any refund, discount, or other consideration to some or all our members are at our sole and absolute discretion in accordance with applicable law.
- REACTIVATION: To reactivate a cancelled/suspended membership account, visit any Wave Car Wash location, submit a
  ticket at <a href="https://www.thewavewash.com/manage-my-plan">https://www.thewavewash.com/manage-my-plan</a>, or email <a href="minfo@thewavewash.com">info@thewavewash.com</a>. Reactivation will be at
  the current retail pricing and billing date will update to the day of reactivation.

## **MEMBERSHIP MANAGEMENT**

- PLAN CHANGES: Customer may request to change their WC plan type, however, change in plan and corresponding billing amount may not take effect until the following month. Members may upgrade to a different wash and pay the difference at time of wash until change takes place.
- VEHICLE CHANGES: In the event the vehicle on file is sold or becomes unusable, the membership plan may be transferred to another vehicle. Members may have multiple vehicle memberships on their account.
- INFORMATION CHANGES: WC customers must keep contact, vehicle, and billing information updated. Updates may be made in person at any location or online. Customer is responsible to provide and maintain a valid email address and mobile number with The Wave to receive any important updates and/or changes or updates to the Terms and Conditions.
- COMMUNICATION VIA EMAIL: By providing your email address in the sign-up process you agree to receive membership related emails including, but not limited to, billing receipts, credit card update emails, and Wave updates/offers. We do not share or sell this information with anyone.
- COMMUNICATION VIA TEXT: By providing your mobile number in the sign-up process you agree to receive membership related text messages including, but not limited to, billing receipts, credit card update texts, and Wave updates/offers.
  - You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
  - o If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at {support email address or toll-free number}.
  - o Carriers are not liable for delayed or undelivered messages.
  - o As always, message and data rates may apply for any messages sent to you from us and to us from you. You may receive up to 5 messages a month. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
  - o If you have any questions regarding privacy, please read our privacy policy.