

## **Terms and Conditions Super Star Car Wash Mobile App**

### **Agreement between User and [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com)/ Super Star Mobile Application**

Welcome to [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com). The [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) website (the "Site") is comprised of various web pages operated by Super Star Car Wash ("SSCW Companies Inc"). [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) is an E-Commerce Site and or a Mobile Application.

A mobile application installed on a mobile device or tablet, to earn points and purchase car washes. Customer data is stored on a secure server and never disclosed and or accessed by a 3rd party. All personal and private information related to sign up, will never be shared outside of Super Star Car Wash corporate's entity.

Super Star Car Wash reserves the right to cancel a membership without notice. Misuse of app and points, will lead to immediate termination of the user's account at Super Star Car Wash. Points cannot be transferred or redeemed for cash value. A valid license plate is required for enrollment into the Super Star Car Wash Rewards program.

### **Star Points**

SSCW Companies is not responsible for stolen Star Points. Star Points cannot be exchanged and or transferred. By enrolling your vehicle with the SSCW Companies mobile app, you hereby agree that SSCW Companies is in no way liable or responsible for lost and or stolen Star Points. In an event of a crash or loss of data with the SSCW Companies mobile app, Star Points will not be restored.

### **Customer Barcode**

A unique barcode is issued to every active member upon enrollment into the Super Star Car Wash Rewards Club and Mobile App. The customer barcode is linked to the vehicle's license plate and last name of the "User". The "User" must agree to these terms to enroll and participate in earning "Super Star Points".

### **Customer Barcode Fraudulent Use**

SSCW Companies Inc reserves the right to cancel any "membership", "FASTPASS", and "rewards club account"; if fraudulent activity is suspected or proven. SSCW Companies Inc reserves the right to prosecute and file charges for any misuse of the "Customer Barcode". Misuse includes but is not limited to:

- Enrolling without permission of vehicle's title owner.
- Using someone else's license plate to enroll
- Sharing your Customer Barcode with another to gain and or redeem points

- Altering your Customer Barcode without permission from SSCW Companies Inc

## **Please reference Section 2 – Fraud Glossary Terms**

### **Electronic Communications**

Visiting [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) or sending emails to SSCW Companies Inc constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that SSCW Companies Inc is not responsible for third party access to your account that results from theft or misappropriation of your account. SSCW Companies Inc and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

SSCW Companies Inc does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

Cancellation can only be completed on [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com). Refunds are valid for 90 days after purchase and or sign up of a car wash or a unlimited car wash plan.

### **Links to Third Party Sites/Third Party Services**

[www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of SSCW Companies Inc and SSCW Companies Inc is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. SSCW Companies Inc is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by SSCW Companies Inc of the site or any association with its operators.

Certain services made available via [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) domain, you hereby acknowledge and consent that SSCW Companies Inc may share such information and data with any third party with whom SSCW Companies Inc has a contractual relationship to provide the requested product, service or functionality on behalf of [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to SSCW Companies Inc that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of SSCW Companies Inc or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. SSCW Companies Inc content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of SSCW Companies Inc and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of SSCW Companies Inc or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by SSCW Companies Inc from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the SSCW Companies Inc Content accessed through [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless SSCW Companies Inc, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. SSCW Companies Inc reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SSCW Companies Inc in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or

otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and SSCW Companies Inc agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SUPER STAR CAR WASH AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

SUPER STAR CAR WASH AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SUPER STAR CAR WASH AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUPER STAR CAR WASH AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUPER STAR CAR WASH OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. 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. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

SSCW Companies Inc reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Arizona and you hereby consent to the exclusive jurisdiction and venue of courts in Arizona in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and SSCW Companies Inc as a result of this agreement or use of the Site. SSCW Companies Inc's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of SSCW Companies Inc's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by SSCW Companies Inc with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and SSCW Companies Inc with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and SSCW Companies Inc with respect to the Site. 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 to the parties that this agreement and all related documents be written in English.

## **SECTION 2 – Fraudulent Glossary Terms**

SSCW Companies Inc reserves the right to file charges against any “USER” who violates any of the listed fraud terms.

## Glossary of Fraud Terms

**Account takeover:** A form of identity theft whereby the fraudster obtains full control over a consumer's existing account, such as obtaining the PIN or changing the statement mailing address.

**Account detection rate:** The percentage of fraud cases or accounts that are detected. Since a fraud case may have more than one fraudulent transaction, this number is generally higher than the transaction detection rate.

**Advances fraud:** Pre-meditated credit abuse. This type of fraud can be carried out by the true consumer or as a result of identity fraud. Typically occurs across multiple accounts simultaneously such as unsecured loans or credit cards opened after a Demand Deposit Account has been established and used for a period of time. Term is generally used in the UK.

**Agent fraud:** Occurs when a third party involved in a financial transaction perpetrates fraud. See also broker/dealer fraud.

**Application fraud:** Occurs when a new credit application is submitted with fraudulent details. The fraud may be the true consumer misrepresenting details or identity fraud.

**ATM fraud:** Encompassing term used to describe fraud related to ATM card accounts where a card is used to immediately withdraw funds from a consumer's account using a PIN-based transaction at an ATM.

**AVS:** Visa's Address Verification Service that enables a merchant to check the billing address (street number and zip code) against the card issuer's mailing address for the account.

**Bank Identification Number:** Often referred to as a BIN, this unique number consists of a two-part code that is assigned to banks and savings associations for identification. The first part shows the location and the second part identifies the bank itself.

**Broker/dealer fraud:** Occurs when a third party agent involved in a financial transaction perpetrates fraud. Examples include auto dealers who submit false credit applications in order to sell a vehicle or mortgage brokers who encourage consumers to falsify information on their applications in order to be approved. May also be referred to as agent fraud.

**Bust-out fraud:** When fraud occurs on an account that has generally been opened for a short time. The account appears to be a good account until suddenly the limit is raised, charged up and then does not pay. Differs from account takeover since is generally intended by and carried out by the original account holder. Term is generally used in the US.

**Card-not-present (CNP):** A transaction where the card is not present at the time of the purchase, such as for Internet, mail or telephone orders.

**Case management:** System that provides the facility to assign and prioritize transactions for review and action on suspect cases.

**Chargeback:** A credit card transaction that is billed back to the merchant after the sale has been settled. Results when a cardholder disputes a transaction to the issuer who then initiates on the cardholder's behalf.

**Check fraud:** Encompassing term used to describe fraud related to checks, including kiting, counterfeiting, forgery and paperhanging.

**Collusion:** An agreement between two or more people to participate in illegal activity for profit.

**Consumer loan fraud:** Encompassing term used to describe application fraud related to consumer loans.

**Counterfeit:** A fake card that has been created by fraudsters using stolen card numbers.

**Credit abuse:** Encompassing term used to describe fraudulent acts by the true consumer such as misrepresenting application details in order to obtain credit.

**Credit card generators:** Programs used by criminal organizations to generate valid credit card numbers that will successfully process for a transaction yet are not actual issued card numbers. Numbers are generated based on the institution's BIN and sequences numbers, and also follow the MOD-10 rules.

**Credit card fraud:** Encompassing term used to describe fraud related to credit card accounts where a card is used without the intention of paying for the bill or transaction.

**Criminal organization:** A group of individuals who collude together to commit fraud. See also fraud ring.

**Current account fraud:** Term used primarily in the UK. See Demand Deposit Account Fraud.

**CVC:** The generic term for a card verification or personal security code tied to a credit or debit card. This unique 3 or 4-digit number appears only on the card in a non-embossed format and is used for verification purposes. It ensures the actual card is in the person's possession when being used for a CNP transaction. Visa refers to this code as a 'CVV2', MasterCard as a 'CVC2', American Express and Discover as a 'CID'.

**Cyber-crime:** Refers to fraud perpetrated on the Internet or through the use of computers.

**Debit card fraud:** Encompassing term used to describe fraud related to debit card accounts where a card is used to immediately withdraw funds from a consumer's account.

**Demand deposit account fraud:** Encompassing term used to describe fraud related to demand deposit accounts. This can include application fraud, check fraud, ATM fraud or debit card fraud. Also called current account fraud or checking account fraud.

**Detection rate:** The amount of fraud detected by a fraud prevention system at a given level of account reviews.

**"Dumpster diving":** The practice of rummaging through someone's trash to obtain personal information used to commit identity theft.

**False positive:** The amount of good or true accounts flagged by the fraud prevention system as fraudulent at a given level of account reviews.

**First party fraud:** When a legitimate consumer (often an organized group) opens an account with no intention of repayment. Being excessively over-limit or maximizing activity on multiple accounts (i.e. checking, credit card, personal loan) are common behaviors.

**Forgery:** The process of making or adapting documents, such as a check, with the intent to deceive.

**Fraud:** A theft, concealment and conversion to personal gain of another's money, assets or information.



**Fraud ring** (see criminal organization): A group of individuals who collude together to commit fraud.

**Fraudster:** A person who commits a fraud.

**Ghost terminal:** Skimming device where a fake ATM touch pad and reader are placed over a legitimate ATM. Reader obtains card information and PIN, but will not process the transaction since the legitimate ATM does not function.

**Hard fraud:** Type of fraud committed by criminal organizations where the intent is to defraud an organization.

**Identity fraud:** When a fraudster creates false personal information, or manipulates an existing identity to avoid detection, in order to obtain credit or financial reward. May also be referred to as fictitious identity fraud.

**Identity theft:** When someone steals or otherwise obtains your personal information that is subsequently used to either obtain credit in your name or receive some type of positive benefit, such as employment, insurance benefits or housing. Use of a person's credit card information is now also considered identity theft by the FTC. See also true name identity fraud.

**Internal fraud:** Encompassing term for fraud committed by someone within an organization. There are two broad categories: 1) embezzling, where cash is taken directly from the organization and 2) identity theft, where customer's personal information is sold by the employee for profit.

**Internet fraud:** Encompassing term used to describe fraud related to the Internet. This can include application fraud perpetrated over the Internet or card-not-present fraud.

**Kiting:** Using several bank accounts in different banks, making deposits and writing checks against the accounts before the deposit checks clear the banking system, creating a "float" of money out of nothing more than the lag in time while checks clear and post to their respective accounts.

**Mass compromise:** Term used to describe situations where massive amounts of consumer data is stolen or obtained fraudulently. Examples of when it can occur include database hacks or ATM attacks.

**MOD-10 rules:** The validation rules used to determine if a card number is a legitimate number for a financial institution.

**Money laundering:** A process whereby the origin of funds generated by illegal means is concealed by making the funds appear as though they were derived from a legitimate source.

**Mortgage fraud:** Encompassing term used to describe fraud related to mortgages or equity lines. This can include application fraud or collusion by parties involved in mortgage transactions such as appraisals.

**Nigerian letter** (also known as a 419 letter or advance fee fraud): A common fraud scheme whereby an individual is targeted to help a foreign national out of the country for a large sum of money. The official requests the victim's help with the transfer in exchange for a generous fee. The official only requires the bank account number from the victim. Instead, the bank account is generally emptied. Variations include receiving a large inheritance from an unknown deceased distant relative for a 'finder's fee'.

**Neural network:** A sophisticated device, modeled after the human brain, in which several interconnected elements process information simultaneously, adapting and learning from past patterns.

**Paperhanging:** Type of check fraud where checks are written on closed accounts.

**Payment fraud:** Occurs when a single transaction made on a payment card is fraudulent. May be the result of account takeover or use of a counterfeit card with the consumer's account number.

**Phishing:** A new form of social engineering whereby fraudsters use 'spoofed' e-mails and phony websites posing as legitimate and trusted organizations to fool recipients into divulging personal financial information that is then used to commit identity theft.

**Point of compromise:** Often referred to as a POC, a location that can be linked back to where multiple consumers' personal information was obtained, such as a skimming device at a restaurant.

**Point of fraud:** Often referred to as a POF, a location where fraud occurs, generally using stolen or counterfeit cards.

**Profiles:** Cardholder or merchant information that represents behavior patterns. These patterns compare historical behavior with recent patterns that correspond to legitimate and illegitimate behavior which is then used by a neural network model to improve the detection and accuracy of the scoring.

**"Shoulder surfing":** Observing someone using a *PIN (Personal Identification Number)* by covertly looking over their shoulder. New application includes using a camera phone to take pictures of card numbers.

**Skimming:** A common method used by fraudsters to obtain payment (credit or debit) card information. It is a small tool with a mag-stripe reader that stores the information on a payment card. Generally the card is swiped through the skimmer when making an ATM withdrawal or a purchase at a location where the consumer provides their card but does not view the transaction process, such as at a restaurant. The information is then used to create counterfeit cards or sold.

**Soft fraud:** Type of fraud whereby a true individual who is credit hungry manipulates or alters information on credit applications in order to be approved.

**Third party fraud:** Any fraud scheme which occurs without the knowledge of the person whose information is used to commit the fraud. The first two parties of the transaction are the fraudster and financial institution. The third party is the individual whose identity or credit has been compromised. This is a reachable person.

**Transaction detection rate:** The percentage of fraudulent transactions detected by a fraud detection system.

**True name identity fraud:** Identity theft where the fraudster assumes your identity to become a true imposter. Personal details are used for all types of transactions including opening and closing accounts, writing checks, buying cars or homes, purchasing goods or services, etc.

**Triangle scheme:** A type of auction fraud where the seller uses a buyer's credit card information to purchase the good that is being auctioned and retaining the proceeds of the auction sale.

**Workstation:** A graphical user interface for case management functions and workflow management tasks.

**Changes to Terms**

SSCW Companies Inc reserves the right, in its sole discretion, to change the Terms under which [www.superstarcarwashaz.com](http://www.superstarcarwashaz.com) is offered. The most current version of the Terms will supersede all previous versions. SSCW Companies Inc encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

SSCW Companies Inc welcomes your questions or comments regarding the Terms:

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Effective as of April 18, 2018