

WASHD Terms of Service (Hawai‘i)

Effective date: 08.08.2025

These Terms of Service (the “**Terms**”) govern your access to and use of WASHD’s websites, apps, and on-site vehicle services (collectively, the “**Services**”). By booking or using the Services, you agree to these Terms.

If you do not agree, do not use the Services. For questions: info@washdcar.com

1) Who we are & where these Terms apply

WASHD CAR LLC ("WASHD", “we”, “us”) provides on-site mobile steam cleaning and detailing in Hawai‘i. These Terms apply to all Services provided in the State of Hawai‘i.

You represent that you are at least 18, and that you own the vehicle or are authorized by the owner/lessor to authorize the Services.

2) Booking, arrival window, access & safety

- **Arrival window.** We provide an estimated arrival window. Due to traffic and real-world conditions, technicians may arrive **up to 15 minutes** after the start of the window.
 - **Access.** You agree to ensure legal parking/access, sufficient space around the vehicle, and keys/fobs as needed. Remove valuables and personal items. Technicians may refuse or pause service if conditions are unsafe or access is unavailable.
 - **Pets/children.** Please keep pets and children away from the work area for their safety.
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3) Our process is steam-based (no runoff) & site compliance

- **Waterless/steam process.** WASHD uses a **steam-based** process designed to be **waterless with no liquid runoff**. We do not discharge wash water to storm drains.
- **Site suitability.** You are responsible for providing a legal, compliant location. If our technician determines a location is non-compliant or unsafe (e.g., potential discharge to storm drains, hazardous conditions, or bystander risk), we may refuse/stop service and reschedule. Fees may apply as described below.

- **Containment.** At our discretion we may use mats/containment equipment, but we are **not required** to perform service where runoff controls are impractical.
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4) Pricing, card on file, holds & charges

- **Cashless.** WASHD is cashless. You agree that we may place a **pre-authorization hold** and charge the **card on file** upon **completion** of Services.
 - **Adjustments.** If the vehicle's actual condition differs materially from the booking (e.g., heavy pet hair, excessive soil, biohazards, oversized vehicles), we will inform you of any **surcharge** before continuing. If you decline, standard cancellation fees may apply.
 - **Declines/chargebacks.** If a payment is declined, you authorize us to re-attempt and to collect via the card on file or other method you provide. You are responsible for reasonable collection costs, late fees, and any chargeback fees.
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5) Cancellations, reschedules, no-shows & delays

We keep this simple and consistent:

- **Free to edit/cancel/reschedule up to 2 hours before** the start of your arrival window.
 - **50% fee** for any change or cancellation **inside 2 hours** of the start of the arrival window, **including no-shows** and access issues outside our control.
 - If **we** are at fault (e.g., technician more than **30 minutes late** without notice), you may cancel and we'll waive the fee.
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6) What we can and cannot guarantee (important)

Cleaning and restoration are **best-effort** services; results vary by vehicle age, wear, materials, prior repairs, oxidation, staining, and prior chemical use.

Not guaranteed: complete removal of **odors, stains, smoke residue, water spots, pet hair, etching/oxidation, or headlight clarity** permanence. Headlight restoration improves clarity **but is not permanent** and may require periodic re-treatments.

We may refuse high-risk tasks (e.g., severely oxidized paint, unstable clear coat, compromised headliners, leaking sunroof drains, non-OEM electronics).

7) Special-risk items & owner responsibility

- **Engine bay cleaning.** We use controlled steam and detailing methods. Electronics, sensors, alternators, coils, degraded wiring or brittle plastics can fail during/after cleaning due to pre-existing condition, trapped moisture, or vibration. **Owner assumes risk** for pre-existing or latent defects. We will avoid direct steam on sensitive areas where practical.
 - **Aftermarket electronics & accessories.** Owner is responsible for stability/fitment of aftermarket parts (alarms, radios, dash cams, light bars, etc.). We are not responsible for failures of non-OEM installations.
 - **Wraps/PPF/tint/convertible tops.** Delicate films and soft tops can lift, haze, or damage when contaminated, aged, or poorly applied. Services are **at owner's risk**.
 - **Child car seats.** We clean child seats and bases on request. **For safety, re-installation and fit checks are the caregiver's responsibility** per the seat and vehicle manufacturer. We do **not** certify installation. If you need help, contact a **certified Child Passenger Safety (CPS) technician** for an installation check after cleaning.
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8) Damage claims – how to report

We take great care and document pre-existing wear with photos.

- **Notice window.** Submit any damage claim in **writing with photos** to info@washdcar.com within **48 hours** of service and before any third-party repairs.
 - **Inspection.** You agree to make the vehicle available for our inspection. We may request additional information or an estimate.
 - **Exclusions.** We are not responsible for: pre-existing damage; latent/material defects; normal wear and tear; ill-fitted/aftermarket accessories; prior chemical damage; or items left in the vehicle.
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9) SMS messaging (booking updates & marketing)

By opting in, you agree to receive **recurring** SMS/MMS from WASHD (appointment updates, technician ETAs, account alerts, promos). Message frequency varies.

- **Opt-out/Help..** You can also manage preferences in your account or by emailing support.
 - **Consent.** Consent is **not** a condition of purchase. Carriers are **not** liable for delayed/undelivered messages.
 - **Your number.** You represent you are the subscriber or customary user for the number provided and will notify us if it changes.
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10) Memberships & auto-renewal

If you purchase a WASHD membership:

- **Auto-renew & billing.** Memberships renew **monthly** (unless stated otherwise) and are **auto-billed** to your card on file until cancelled.
 - **Clear disclosures.** At purchase, we show the price, renewal interval, cancellation method, and key terms.
 - **How to cancel.** You can cancel **anytime** in your account or by emailing support. Cancellation is effective at the end of the then-current paid term; **no prorated refunds** for partial periods unless we say otherwise in writing.
 - **Plan changes.** If we make a **material change**, we'll notify you in a way you can retain (e.g., email) **before** it takes effect and include how to cancel.
 - **Fair use.** Benefits are for the **registered vehicle(s)/household** only, are **non-transferable**, and may have usage limits as stated at purchase.
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11) Gift cards & credits (Hawai'i)

- **Validity.** WASHD gift cards/credits issued electronically are valid for **at least five (5) years** from issuance (paper certificates at least two (2) years). If no expiration date is stated, they do **not** expire.
 - **Fees.** No dormancy/inactivity fees. A one-time initial activation/issuance fee may apply if disclosed, capped by Hawai'i law.
 - **Cash back.** If the remaining balance is **under \$5.00**, you may request cash back as required by law.
 - **Lost/stolen.** Treat gift cards like cash. We are not responsible for lost/stolen cards, but we may reissue if the card number and remaining balance are verifiable.
 - **Not for resale.** Gift cards are non-refundable, not redeemable for cash except where required by law, and may not be used for unauthorized advertising or promotions.
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12) Promotions, referrals & coupons

Promos and referral credits cannot be **stacked** unless we state otherwise. We may limit, revoke or suspend credits for suspected abuse or fraud. Credits have no cash value and may expire as disclosed.

13) Independent contractors & non-solicitation

We may provide Services via employees **or** vetted independent contractors. You agree not to solicit or hire our technicians for competing services **for 12 months** after their last WASHD job for you, except through WASHD. We may seek equitable relief for violations.

14) Weather, force majeure & right to refuse

Hawai‘i weather happens. We may delay or reschedule due to weather, safety, emergencies, supply issues, or events beyond our control. We may refuse service where conditions are unsafe, unsanitary, illegal, or not feasible. Neither party is liable for reasonable delays caused by force majeure events (e.g., storms, outages, labor actions, emergencies).

15) Photos & marketing

We may document work with before/after photos. We avoid license plates and personal information. **You can opt-out** of marketing use at booking or by contacting support. Operational documentation (e.g., for quality or claims) may still be retained.

16) Intellectual property

Our sites, logos, content, processes, and materials are protected by IP laws. You may not use our IP without written consent.

17) Disclaimers; limitation of liability; no warranties

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, WASHD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

TO THE FULLEST EXTENT PERMITTED BY LAW, **WASHD’S TOTAL LIABILITY** FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SPECIFIC SERVICE AT ISSUE. **WASHD IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**

Some jurisdictions do not allow certain limitations; in those cases, the limitations apply to the maximum extent permitted.

18) Dispute resolution, governing law & venue (Hawai‘i)

These Terms and any disputes are governed by the laws of the **State of Hawai‘i**, without regard to conflict-of-laws rules. You and WASHD agree to the **exclusive jurisdiction and**

venue of the state and federal courts in Honolulu, Hawai‘i. You waive jury trial to the extent permitted by law. Small-claims court claims are permitted.

(If you prefer binding arbitration and a class-action waiver, we can switch to an arbitration clause—ask us.)

19) Updates to these Terms

We may update these Terms from time to time. The “**Effective date**” above will show the latest version. If we make material changes to membership, pricing, or cancellation policies, we will notify you in a manner you can retain (e.g., email). Continued use after the effective date means you accept the changes.

20) Miscellaneous

- **Entire agreement.** These Terms (plus any service-specific terms shown at booking) are the entire agreement.
 - **Severability.** If a provision is unenforceable, the rest remains in effect.
 - **Assignment.** You may not assign your rights; we may assign to an affiliate or in a merger/sale.
 - **No waiver.** Failure to enforce is not a waiver.
 - **Privacy.** See our **Privacy Policy** for how we handle personal data and SMS preferences.
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Contact

WASHD CAR LLC
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