

TERMS AND CONDITIONS FOR USERS

1. The WaterWise Car Washing App

1. The use of the WaterWise Car Washing app requires installation of the software and registration of a user account. During the installation of the WaterWise Car Washing app, the mobile number of the WaterWise Car Washing service user is linked to the respective user account and added to the database.
2. When using the WaterWise Car Washing app, the user can choose whether he/she wishes to pay for the car wash service with a credit card, mobile payment or prepaid account.
3. All complaints can be sent to our support team via email info@waterwise.ae or by calling our support landline no. +971 4 3884800 (available on workdays – Sunday to Thursday from 08.30 - 18.00/Saturday from 9.00 – 14:00).

2. WaterWise Car Washing credit card and mobile payment conditions (available only in certain countries, please follow instructions on your local application)

1. The user of the WaterWise Car Washing app can pay for the car wash service with a credit card payment, which requires the prior activation of the credit card data within the app and acceptance of WaterWise Car Washing Terms and Conditions.
2. Mobile payments can be made by a user of the WaterWise Car Washing app who has concluded a mobile payment agreement.
3. Prepaid account payments can be made by a user that has purchased prepaid credit.
4. When making credit card, mobile and prepaid account payments, the receiver of the payment is WaterWise Car Washing, who forwards the received payment to the car wash service provider.
5. When making credit card and mobile payments, a service fee is added per each usage of the car wash service. The named service fee includes payment commission fees, incl. Visa / MasterCard service fees. The amount of the service fee is displayed in the mobile app. In the event that the mobile payment intermediary enacts a fee for the usage of the payment service, which has to be paid by the customers separately, then the named fees are not included in the WaterWise Car Washing credit card and mobile payment fee.
6. The intermediation of credit card payments in the WaterWise Car Washing app is carried out through PAY TABS pursuant to the following conditions [https://www.adyen.com/home/support/manuals.Terms & Conditions](https://www.adyen.com/home/support/manuals.Terms%20&%20Conditions).
7. WaterWise Car Washing shall be responsible for the functioning of credit card payments and offers card owners support in solving problems. The resolution of credit card and mobile payment related disputes also takes place through WaterWise Car Washing. The contact for WaterWise Car Washing credit card and mobile payment support service is: info@waterwise.ae and phone number +971 4 3884800 – Inquiries submitted by e-mail shall receive a response within one business day. WaterWise Car Washing shall resolve all credit card and mobile payment related complaints and applications within two business days.
8. When offering credit card and mobile payments, WaterWise Car Washing acts as the economic agent of car wash service providers by intermediating payments made in the WaterWise Car Washing app. The obligation of the customer in front of the car wash service provider shall be considered fulfilled as of the moment when the payment order is made for the payment of funds into the WaterWise Car Washing bank account. WaterWise Car Washing shall not be responsible for the exercise of the customer's payment order

3. Refund Policy

1. The user of the WaterWise Car Washing app is responsible for the timely payment of all fees and for providing WaterWise Car Washing with a valid payment method for payment of all fees.

2. Prices for services offered via the WaterWise Car Washing app may change at any time, and WaterWise Car Washing does not provide price protection or refunds in the event of a price reduction or promotional offering.
3. If technical problems prevent or unreasonably delay delivery of the service, the users' exclusive and sole remedy is either replacement or refund of the price paid, as determined by WaterWise Car Washing.
4. By using the WaterWise Car Washing app, user agrees that they're responsible for any and all fees charges and costs that the service provider charges for their mobile phone or mobile device service, such as fees for SMS, data services, other communications or other fees charged by their service provider. User's device service provider does not provide WaterWise Car Washing Services.
5. After the user of the WaterWise Car Washing app notifies WaterWise Car Washing of any suspected error or unauthorized transaction, or WaterWise Car Washing otherwise learns of one, WaterWise Car Washing will conduct an investigation to determine whether there has been an error or unauthorized transaction that is eligible for refund. WaterWise Car Washing will complete the investigation within 30 days of the date we received the user's notification.
6. If WaterWise Car Washing determines that there was an error, WaterWise Car Washing will promptly credit the full amount of the error into the users account within 1 business day of determination.

4. Purchasing car wash services

1. If the WaterWise Car Washing app user purchases a car wash program he/she has an option to start the car wash program immediately or keep the purchased program for future and is then considered as a pre-purchased program.
2. Expiration of the pre-purchased program is considered to be the situation where the WaterWise Car Washing app user has not consumed the pre-purchased program within the month from the purchasing date.

5. Use of the WaterWise Car Washing app

1. WaterWise Car Washing is a mobile app enabling the customers requiring a car wash service to find a suitable car wash location by sharing data on their geographic location.
2. The use of the WaterWise Car Washing app is based on a non-exclusive license issued by WaterWise Car Washing. The license agreement is valid for a non-limited period and is free of charge for the customer. In case of any faults in the software, we shall endeavor to correct them as soon as possible, but please keep in mind that the functioning of the app may be restricted due to occasional technical errors and we are not able to guarantee unlimited faultless functioning of the app at all times. We shall also accept no liability for any losses incurred as a consequence of the WaterWise Car Washing app not functioning or not being usable in the desired manner.
3. As the WaterWise Car Washing app is a means of communication between customers and car wash service providers, WaterWise Car Washing cannot influence or take any responsibility for the quality or defects of the service. For this reason, we are unable to guarantee consistently accurate and faultless provision of car wash services located via WaterWise Car Washing. For resolving complaints please contact our support team (referred to in clause 1.3).
4. The WaterWise Car Washing app does not constitute an offer or brokerage of car wash for customers. The WaterWise Car Washing app is not a means for organising the provision of car wash services. It is also not an agency service for finding customers for car wash service providers.
5. The consumer's right of refund (withdrawal) is not applied to WaterWise Car Washing app purchases.

6. By registering an account with WaterWise Car Washing, a customer shall accept the following conditions

1. WaterWise Car Washing shall have the right to add the personal data of the app user to the WaterWise Car Washing database and to forward the personal data to car wash service providers in accordance with WaterWise Car Washing Privacy Policy (<https://www.waterwisecarwashing.ae/privacy-policy/>)

2. WaterWise Car Washing shall have a right to make unilateral amendments to the Terms and Conditions and Privacy Policy and to relinquish the database to third parties. We shall notify the users of changes to Terms and Conditions and Privacy Policy.
3. WaterWise Car Washing shall be entitled to transfer the database of personal data to third parties without prior notification of the app users. In case of a transfer of the business or the database, the rights and conditions arising from this license agreement shall be transferred as well.
4. WaterWise Car Washing shall be entitled to forward personal data and bank data to credit card and mobile payment intermediaries.
5. WaterWise Car Washing has the right to send marketing messages and authentication codes through SMS and pop-up messages.

7. Good practice of using the WaterWise Car Washing app

1. As WaterWise Car Washing is not a provider or broker of the car wash service, we are unable to influence the quality of the car wash service. Any issues with defects or quality of the car wash service shall be resolved in accordance with the rules and regulations of the car wash service provider or the relevant supervisory authority.
2. WaterWise Car Washing is committed to contributing to improvement of the quality of car wash services. For this reason, we might ask to fill out a feedback form in the WaterWise Car Washing app. This enables us to offer suggestions to the car wash service providers for improving the quality of their service.
3. We expect that the users of the WaterWise Car Washing app use the app in good faith and are respectful of the car washes that offer their services through WaterWise Car Washing.
4. WaterWise Car Washing is in no position to guarantee that every provider of car wash services, located via the WaterWise Car Washing app, satisfies the customer's expectations at all times. If you experience objectionable car wash service, please notify the company responsible for the service, a supervisory authority or our support team (referred to in clause 1.3).