

Terms of Use

Welcome to **DryPass.com** (the *Website*). **DryPass.com** is a website owned and operated by **One Trip Cleaners, Inc.** a company operating in Henrico, VA.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME). YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION XII BELOW.

I. INTELLECTUAL PROPERTY

The *Website* and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the *Website Content*) and all intellectual property rights to the same are owned by **One Trip Cleaners, Inc.**, d/b/a **DryPass.com**, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the *Website* are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the *Website* or any *Website Content*. Any rights not expressly granted in these Terms of Use are expressly reserved.

II. WEBSITE ACCESS AND USE

A. Access to the *Website* including, without limitation, the *Website Content* is provided for your information and personal, non-commercial use only. When using the *Website*, you agree to comply with all applicable federal, state, and local laws including, without limitation copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit *Website Content* for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print *Website Content* or both. In such a case, you may download or print (as applicable) one copy of *Website Content* for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing *Website Content*.

B. Except as expressly permitted in these Terms of Use, you may not:

1. Remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the *Website* or *Website Content*;

- limitations on
2. Circumvent, disable or otherwise interfere with security-related features of the *Website* including, without limitation, any features that prevent or restrict use or copying of any content or enforce the, use of the *Website* or *Website Content*;
 3. Use an automatic device (such as a robot or spider) or manual process to copy or *scrape* the *Website* or *Website Content* for any purpose without the express written permission of **One Trip Cleaners, Inc.** Notwithstanding the foregoing, **One Trip Cleaners, Inc.**, d/b/a **DryPass.com** grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy *Website Content* from the *Website* for the sole purpose of creating (and only to the extent necessary to create) a searchable index of *Website Content* that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;
 4. Collect or harvest any personally identifiable information from the *Website* including, without limitation, user names, passwords, email addresses;
 5. Solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
 6. Attempt to or interfere with the proper working of the *Website* or impair, overburden, or disable the same;
 7. Decompile, reverse engineer, or disassemble any portion of any the *Website*;
 8. Use network-monitoring software to determine architecture of or extract usage data from the *Website*;
 9. Encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's *Membership* without permission, etc.);
 10. Violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
 11. Engage in any conduct that restricts or inhibits any other user from using or enjoying the *Website*.
 12. You agree to cooperate fully with **One Trip Cleaners, Inc.** to investigate any suspected or actual activity that is in breach of these Terms of Use.

III. CONDITIONS FOR LINKING TO WEBSITE

Upon your acceptance of these Terms of Use as evidence by your clicking where indicated below your acceptance of and agreement to these terms, we hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the *Website* home page from any site you own or control that is not commercially competitive with the *Website* and does not criticize or otherwise injure the *Website*, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved.

IV. USER REGISTRATION

A. In order to access or use some features of the *Website*, you will have to become a registered user. If you are under the age of thirteen, then you are not permitted to register as a user or otherwise submit personal information to this *Website*.

B. If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a *Membership*), which may permit you access to certain areas of the *Website* not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your *Membership*. You are solely responsible for the activity that occurs under your *Membership*, whether or not you have authorized the activity. You agree to notify us immediately at ***info@drypass.com*** of any breach of security or unauthorized use of your *Membership*.

V. USER CONTENT

A. We may now or in the future permit users to post, upload, transmit through, or otherwise make available on the *Website* (collectively, *submit*) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (*User Content*). Subject to the rights and license you grant herein, you retain all right, title and interest in your *User Content*. We do not guarantee any confidentiality with respect to *User Content* even if it is not published on the *Website*. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your *User Content*, and we do not accept any responsibility for the same.

B. You shall not submit any *User Content* protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right without the express permission of the owner of the

respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from *User Content* that you submit.

C. You represent, warrant, and covenant that you will not submit any *User Content* that:

1. Violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, intellectual property, personal, contractual, proprietary or other any person or entity;
or other third party right of
2. Impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable;
3. Encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
4. Is an advertisement for goods or services or a solicitation of funds;
5. Includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or references;
employer
6. Contains a formula, instruction, or advice that could cause harm or injury;
7. Is a chain letter of any kind; or
8. The licensed use by us hereunder would result in us having any obligation or liability to any party.

Any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the *Website* will not be permitted.

D. By submitting *User Content* to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully licensable, and transferable right and license to use, record, sell, lease, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, publish and otherwise exploit the *User Content* (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (1) in connection with our business; and (2) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such *User Content*. Furthermore, you also grant other users permission to

access your *User Content* and to use, record, sell, lease, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, publish and otherwise exploit your *User Content* for personal, non-commercial use as permitted by the functionality of the *Website* and these Terms of Use. The granted rights include the right to configure, host, index, cache, digitize, compress, optimize, modify, edit, adapt, and remove such content and combine same with other materials. Furthermore, we are free to use any ideas, concepts, know-how or techniques contained in any *User Content* you submit without any remuneration or obligation to you.

E. By submitting *User Content*, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your *User Content*.

F. We reserve the right to display advertisements in connection with your *User Content* and to use your *User Content* for advertising and promotional purposes. You acknowledge and agree that your *User Content* may be included on the *Websites* and advertising networks of our distribution partners and third-party service providers (including their downstream users).

G. We have the right, but not the obligation, to monitor *User Content*. Please exercise caution and common sense when viewing *User Content*. We have no obligation to post, maintain or otherwise make use of *User Content* and do not guarantee distribution of *User Content*. We may discontinue operation of the *Website*, or your use of the *Website*, in either case in whole or in part, in our sole discretion. You have no right to maintain or access your *User Content* on the *Website* and we have no obligation to return your *User Content* or otherwise make it available to you.

H. The rights granted by you hereunder may not be terminated, revoked or rescinded and are not subject to reversion. If you become aware that *User Content* you have submitted includes any material for which you lack the unrestricted right to grant us the rights set forth above without obligations or liability to any party, you agree to promptly provide us with detailed written notice thereof to ***One Trip Cleaners, Inc.***, d/b/a ***DryPass.com***, ***PO BOX 11554 Richmond, VA 23230***, and ***info@drypass.com***.

VI. WEBSITE CONTENT & THIRD PARTY LINKS

A. We provide the *Website* including, without limitation *Website Content* for entertainment, educational and promotional purposes only. You may not rely on any information and opinions expressed on any of our *Website* for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of *Website Content*. Under no circumstances will we be liable for any loss or damage caused by your reliance on any *Website Content*.

B. In some instances, *Website Content* will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any

opinion, advice, or statement made on the *Website* by anyone other than authorized employees or spokespersons while acting in their official capacities.

C. The *Website* may contain links to other *Websites* maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party *Websites*. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party *Websites* or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their *Website*.

VII. INDEMNIFICATION

You agree to indemnify and hold harmless ***One Trip Cleaners, Inc.***, and its employees, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the *Website*; (ii) *User Content* provided by you or through use of your *Membership*; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

VIII. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. *One Trip Cleaners, Inc.* DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE *WEBSITE* WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

IX. LIMITATION ON LIABILITY

A. **UNDER NO CIRCUMSTANCES SHALL *One Trip Cleaners, Inc.*, AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY**

FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS

RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF *One Trip Cleaners, Inc.*, AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY *One Trip Cleaners, Inc.* DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100.

C. In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

X. TERMINATION

A. We reserve the right in our sole discretion and at any time to terminate or suspend your *Membership* and/or block your access to the *Website* for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that *One Trip Cleaners, Inc.*, shall not be liable to you or any third party for any termination or suspension of your *Membership* or for blocking your access to the *Website*.

B. If you become a registered user, you may terminate your *Membership* at any time by sending an e-mail to *info@drypass.com*.

C. Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your *Membership* or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, and provisions related to choice of law,

XI. CHOICE OF LAW

These Terms of Use shall be construed in accordance with the laws of the State of *Virginia* without regard to its conflict of laws rules.

XII. AMENDMENT; ADDITIONAL TERMS

A. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the *Website* or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or Additional Terms that may govern your use of the *Website* generally, unique parts of the *Website*, or both (*Additional Terms*). Any *Additional Terms* that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any *Additional Terms* conflict with these Terms of Use, the *Additional Terms* will control.

B. Modifications to these Terms of Use or *Additional Terms* will be effective immediately upon notice, either by posting on the *Website* or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the *Website* from time to time for any changes or *Additional Terms*. Your access and use of any the *Website* following any modification of these Terms of Use or the provision of *Additional Terms* will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any *Additional Terms*, you may terminate your *Membership* as provided in Section X herein or, if you do not have an *Membership*, your only recourse is to immediately discontinue use of the *Website*.

XIII. MISCELLANEOUS

A. Any delay or failure on the part of us to exercise or enforce any rights under these Terms of Use to which we may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

B. These Terms of Use (including the Privacy Policy and any *Additional Terms* incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

C. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect.

XIV. STRIPE PAYMENT PROCESSING AND PAYOUTS

DryPass.com uses stripe for payment processing. Any cleaning facilities or members subscribed to DryPass.com are subject to the Stripe Terms of Service. By agreeing to these terms or continuing to operate as a DryPass.com account holder on DryPass.com, you agree to be bound by the Stripe Terms of Service Agreement. As a condition of DryPass enabling payment processing services through Stripe, you agree to provide DryPass.com accurate and complete information about you and your business, and you authorize DryPass.com to share it and transaction information related to your use of the payment processing services provided by Stripe.