

## TERMS OF USE

These general terms of use and contractual provisions (hereinafter referred to as " **Terms of Use**") apply to the website accessible through the domain <https://washapp.am> (hereinafter referred to as the "**Website**"), the related WashApp mobile application (hereinafter referred to as the "**App**"), and the Platform (defined below), provided by "Make It Easy" LLC (hereinafter referred to as the "**Company**"). By these terms, the Company makes the Website, App, and Platform available to Users (defined below) in accordance with these Terms of Use and the Privacy Policy, which constitutes an integral part of these terms.

### 1. Definitions

1.1.**Platform**: A platform operated and maintained by the Company under ownership or other rights, branded as "WashApp," serving as an e-commerce facilitation platform accessible through the Website and App, enabling the placement of Orders, the offering of Services, and other related operations.

1.2.**Service(s)**: Services available for purchase on the Platform at the listed prices and packages.

1.3.**User**: Any individual or legal entity registered on the Company's Platform or intending to place an Order through the Platform.

1.4.**Partner**: A legal entity or individual entrepreneur cooperating with the Company, offering Services through the Platform.

1.5.**Order**: An order placed by a Customer through the Platform or via phone.

### 2. Purpose

The Company's primary activity is the development and management of the Website, App, and Platform (hereinafter collectively referred to as "WashApp"), through which Partners can offer their Services to Customers. In all cases, the Company acts solely as an intermediary, with its sole responsibility being the management of the Platform to facilitate the connection between Users and Partners. According to Section 10 of these Terms of Use, the Company assumes no liability for Services offered through the Platform.

### 3. General Provisions

3.1. By accessing the Website and/or App, registering on the Platform, or ordering Services, Users agree to the Terms of Use, including the Privacy Policy, and consent to them. Any User who disagrees with these terms must refrain from using the Website, App, and/or Platform.

3.2. By accessing the Website and/or App, registering on the Platform, or ordering Services, Users provide or make personal data available as described in the Privacy Policy.

3.3. If Users provide any false, inaccurate, or incomplete information, or if the Company has reasonable grounds to question the truth, accuracy, or completeness of the information, the Company may deny further access to the Platform and/or refuse to provide Services.

3.4. Upon registration, Users provide a phone number and select a password, which must remain confidential and not be shared with any third party. To enhance account security, the Company advises against using the same login credentials on other platforms.

3.5. If a User's login credentials are stolen, disclosed, lost, or forgotten, the User must promptly notify the Company via email or phone for account suspension or password reset.

#### **4. User Access and Registration**

4.1. Basic Registration Requirements: To become a User of the Platform, Users must meet the following requirements:

- Be at least 18 years old.
- Complete all mandatory fields in the registration form with accurate personal information, such as phone number and password.
- Confirm that they have read and accepted the Terms of Use.
- Confirm that they have read and accepted the Privacy Policy.

Upon meeting all the above requirements, the Company will confirm the registration and provide any additional information required by law for Platform use.

4.2. User Accounts and Responsibilities: When registering on the Platform, Users must provide a phone number and select a password. To complete the registration process in the App, Users may need to provide additional details, including their vehicle's license plate number and payment method details. The Company does not process or store payment data managed by payment service providers, as described in these Terms of Use and the Privacy Policy. Users represent and warrant that all information provided during registration is true, accurate, and complete. Users must periodically update their data as necessary to ensure uninterrupted Services. If false, inaccurate, or incomplete information is provided, or if the Company has valid reasons to doubt its authenticity, the Company may deny current or future access to the Platform and/or Services. Users agree not to disclose their account details to third parties and bear sole responsibility for third-party use of such details or actions performed through the Platform. The Company cannot guarantee the identity of registered Users and thus assumes no liability for third-party use of a registered User's identity. Users must promptly notify the Company via available contact channels in case of unauthorized access, disclosure, or loss of login credentials. By downloading, installing, registering, using, or accessing the Platform, Users acknowledge that the Company may use automated tools (e.g., cookies) to collect information about Users' devices and Platform usage.

#### **5. Order Placement and Execution Terms**

5.1. The User must select a Service before registering an Order.

5.2. The User is required to provide accurate and necessary information for the provision of the selected Service.

5.3. For resolving any issues during the Order placement process, the User may contact the Company's call center/support service.

5.4. Once the Order is confirmed, the Service is provided by the relevant Partner based on the details of the Order and User received through the Platform.

5.5. Upon receiving the Service, the User must verify its conformity with the description in the Order in the presence of the Partner.

5.6. If the User fails to bring the vehicle to the selected Partner's location at the scheduled time, the User will receive a notification from the Company 15 minutes after the scheduled time, stating that the Order will be automatically canceled in 5 minutes. Once this period has elapsed, the User will lose access to the Service, and the Partner may proceed with other Orders.

5.7. If the User places an Order but cancels it less than 30 minutes before the Service is due to start, they lose the right to use the Services, and the Partner may proceed with other Orders.

5.8. In cases outlined in Sections 5.6 and 5.7, neither the Company nor the Partner bears responsibility for the non-provision of Services. If the User pays by non-cash means, a penalty of 25% of the Order amount will be charged to their payment card. For cash-paying Users, these situations may negatively affect their overall rating, possibly leading to the loss of future access to the Platform.

5.9. The Customer has the right to request rectification of improperly rendered Services in accordance with the laws of the Republic of Armenia. If Services are not rendered properly, the User is entitled to a refund of the Order amount for prepaid non-cash transactions or to refuse payment in case of cash transactions.

5.10. Users wishing to file complaints under Section 5.9 should contact the Company's call center for guidance.

## **6. Use of WashApp**

WashApp is provided for personal, non-commercial use. The Company is not responsible for the content or timeliness of information provided by Partners, including the pricing and availability of Services. Additionally, the Company assumes no liability for financial or other transactions conducted between Users and Partners, or for any consequences arising from the acquisition of Services by Users. By using the Services, the User consents to the Company processing their personal data and sharing it with the Company's Partners strictly for the purpose of providing the Services. The processing of personal data is conducted in accordance with the Privacy Policy.

## **7. Payments**

7.1. The prices of Services are indicated in Armenian drams (AMD) and include all taxes as required by Armenian law. For the sake of User's convenience, Service prices may also be displayed in other currencies based on the exchange rates published by the Central Bank of Armenia.

7.2. Payments for Services can be made in AMD via non-cash or cash methods. For cash payments, the amount is paid directly to the Partners.

7.3. By choosing the non-cash payment option, the User acknowledges and agrees to comply with the rules of third-party banks or payment processing organizations. The User has no objections or claims against the Company regarding conditions imposed by these third-party entities.

## **8. Intellectual Property**

8.1. The Company is the owner of all intellectual property rights related to the software, Website, App, and Platform, as well as the content uploaded and made available on the Website, App, and/or Platform by or on behalf of the Company. These intellectual property rights, including texts, images, graphic designs, navigation structures, information, and content, belong to the Company, which retains the exclusive rights to use them in any form, including reproduction, distribution, publication, and modification, as per the laws of the Republic of Armenia governing intellectual and industrial property. However, the Company is not the owner of content or trademarks belonging to entities not in a business relationship with the Company (e.g., company names or images). Such content is obtained from publicly available sources and does not establish any rights for the Company.

8.2. Any content uploaded to the Website, App, and/or Platform by third parties (including Users) or on their behalf is considered their exclusive property. Therefore, they are solely responsible for any damages, claims, and/or liabilities arising directly or indirectly from the content uploaded by or on their behalf.

8.3. Permission for Users to access the Platform does not imply any waiver, transfer, license, or partial or full concession of the Company's intellectual or industrial property rights. Users are prohibited from deleting, bypassing, or falsifying any content on the Platform. It is also forbidden to modify, replicate, reuse, process, reproduce, publish, or distribute the content from the Platform, in whole or in part, for public or commercial purposes without written permission from the Company or the appropriate rights owner.

8.4. By registering on the Platform and agreeing to these Terms of Use, the User grants the Company a worldwide, transferable, royalty-free, and non-exclusive license (with sub-licensing rights) to use, reproduce, modify, create derivative works from, distribute, and publish the User's provided opinions, ideas, and suggestions. This applies regardless of whether the Company communicates with the User or compensates them for such use. These rights are granted to the fullest extent permissible under applicable law.

## **9. Liability**

9.1. The Parties are responsible for failure to fulfill or improperly fulfill their obligations as stipulated by the laws of the Republic of Armenia.

9.2. The Company is not liable for the identity or account usage of a registered User acting on behalf of third parties.

9.3. The Company assumes no responsibility for the accuracy and validity of the data provided by the User or for any consequences arising therefrom.

9.4. The Company is only responsible for the operation of the Website, App, and Platform, as well as the registration and transfer of Orders, unless otherwise specified in these Terms of Use.

9.5. The Company bears no liability for the quality or other attributes of the Services.

## **10. Limitation of Liability**

The Website, App, and Platform are provided "as is" and "as available," without any express or implied warranties, including but not limited to their operation, access rights, availability, completeness, accuracy, or suitability. The User assumes full and sole responsibility for all risks

associated with using the Website, App, and Platform. The Company takes reasonable measures to keep the Website, App, and Platform fully operational but assumes no liability for defects or errors in the content.

The Company is not responsible for any direct, indirect, or consequential damages, data loss, revenue or profit loss, property damage, or claims from third parties resulting from actions or inactions based on the information available on the Website, App, Platform, or Services.

## **11. Force Majeure**

11.1. The Parties are released from liability for failure to fulfill obligations if caused by force majeure events, such as fire, flood, earthquake, government actions (e.g., restrictions on currency operations), or armed conflict, provided these circumstances directly affect the performance of the Terms of Use. Obligation fulfillment is deferred during the force majeure period.

11.2. A Party unable to fulfill obligations due to force majeure must notify the other Party in writing within five business days of the occurrence or cessation of such circumstances. The relevant Party must provide evidence verified by a competent authority.

## **12. Notifications**

The contact phone number, push notification settings, and/or email address provided by the User during account registration or updated in the User's profile are considered valid for all subsequent notifications. A notification is deemed properly delivered if sent via SMS, push notification through the Platform, or to the specified electronic address, regardless of whether the User acknowledges receipt. It is the User's responsibility to ensure that notification permissions remain enabled in their device settings and that the contact information provided remains accurate and up to date.

## **13. Waivers and Validity**

13.1. The Company's failure to enforce any term or condition of these Terms of Use does not constitute a waiver of that term or condition for future purposes. Similarly, not enforcing a right or provision does not amount to a waiver.

13.2. If any provision of these Terms of Use is deemed invalid or void, the remaining provisions remain unaffected and enforceable.

## **14. Governing Law and Dispute Resolution**

14.1. These Terms of Use and any matters not covered herein are governed and interpreted by the laws of the Republic of Armenia.

14.2. Disputes arising from these Terms of Use are resolved through negotiations. If unsuccessful, they will be resolved in accordance with the laws of the Republic of Armenia.

14.3. User complaints can be submitted orally via the Company's call center at +37494503350 or in writing via email to [support@washapp.am](mailto:support@washapp.am).

## **15. Final Provisions**

15.1. Relations not regulated by the Terms of Use are governed by Armenian law.

15.2. The Company reserves the right to transfer its rights or delegate its obligations under these Terms of Use to another entity without the User's consent.

15.3. The Company may unilaterally amend these Terms of Use at any time. Amendments take effect upon publication on the Website or on the specified date. Users may also be notified through other means, such as SMS or push notifications. Users are responsible for reviewing updates to these Terms of Use.

15.4. These Terms of Use are written in Armenian, but may also be translated and published in other languages. In case of discrepancies, the Armenian version prevails.