

49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE

LIVERY CAR SERVICE TERMS AND CONDITIONS

Terms of Car Service THESE TERMS OF LIVERY AND CAR SERVICE ("Service Terms") ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE governing your use of the services ("Services") offered by 49 Westchester Square Prestige Car Service Please review these Service Terms fully before you use the Services. By using the Services, you agree to be bound by these Service Terms. You will also be subject to any additional terms posted on our website ("Site") located at <http://prestigecarservicenyc.com>

These additional terms include (without limitation) the Terms of Use and the Privacy Policy. If you do not agree to these Service Terms, you are directed to discontinue using the Services. 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE, reserves the right to change or supplement these Service Terms at any time without prior notice. Your continued access or use of the Service Terms after such changes or supplements indicates your acceptance of the Terms as changed or supplemented. It is your responsibility to review these Service Terms regularly.

These Service Terms were last updated on May 10, 2016. **PRICING POLICY** All advertised fares are subject to change without notice and may be higher during holidays or special events. **RATE ESTIMATE** The rate quoted, prior to your trip, is an estimate based on the information you provided at the time of the reservation. Fees for tolls, gratuity, waiting time and additional stops are not included in the estimate and will increase your rate. **ADDITIONAL CHARGES** Any changes made to your trip after pick-up may result in additional charges. Be sure to get an updated price from the driver or the office (718-515-2222) before proceeding on your way.

TOLLS Based on traffic, weather and road conditions of the day, your driver will make a determination of the safest and fastest route to your destination. He may occasionally opt to take a toll route over a free route based on his knowledge and experience. Passengers are responsible for any tolls incurred throughout the trip. You will be charged the full toll rate. Discounted rates do not apply. Upon arrival at your destination, the driver will inform you of the tolls and add them to your bill. Tolls may vary from trip to trip based upon the route taken. Round trip tolls will be charged on trips where the driver cannot return to Manhattan without paying a toll. Approximate tolls: Manhattan to LaGuardia Airport - \$7.50 Manhattan to JFK Airport - \$7.50 Manhattan to Newark Airport - \$13.00 - \$17.40 **GRATUITY** When traveling in a Sedan, Luxury Sedan or Mini-Van, the gratuity is at the discretion of the passenger. When traveling in a SUV a mandatory gratuity of 20% will apply. **WAITING TIME**, waiting time is based on the hourly rate for a particular vehicle and is charged at 15 minute increments. Waiting time

charges may be incurred if a passenger arrives late to a pick-up. Time spent waiting at additional stops will also be charged as waiting time.

Waiting time charges may apply after the complimentary waiting time expires on a round-trip. We do not charge waiting time attributed to delayed flights or luggage delivery for pick-ups at the airport. Max time 20 mins

ADDITIONAL STOPS The fare quoted online does not include any additional stops made during your trip. Unless specifically discussed, when booking a reservation by phone, the fare quoted by an operator does not include additional stops.

Additional stops are calculated by the distance deviated from the route between the original pick-up and destination. You may obtain an exact quote for additional stops, in advance, by speaking with a phone reservationist at (718) 515-2222. **AIRPORT PARKING FEES** When booking a reservation from the airport for an SUV, airport parking fees will be added to the fare. The airport parking fee is based upon the parking rate of the Port Authority. **CANCELATIONS AND NO-SHOW POLICY** CANCELLATION POLICY A fee may be charged to your credit card for any trip not cancelled within the allotted time. In order to avoid cancellation fees, customers must notify a customer service representative of a cancellation at least 3 hours in advance for Manhattan pickups and at least 2 hours in advance for pickups outside The Bronx. Cancellations are accepted by phone at (718) 515-2222

NO SHOWS: If 49 Westchester Square Prestige Car Service is unable to contact the passenger or related contact person after 15 minutes of the scheduled pick-up time, by means of the information provided on the reservation, then the ride will be considered a no-show and will be abandoned. Not being at your pick-up location without notifying 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE may result in a no-show charge. **CHANGE** 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE requires that all changes be received by phone, email or through our website at least 3 hours prior to pick-up. If a change made less than three hours prior to pick-up cannot be accommodated, the resulting cancellation may cause a full or partial charge to the customer. **CREDIT CARD POLICY**, when paying by credit card, you must supply the credit card number in advance for pre-approval.

This is only for pre-approval purposes and does not constitute payment for the trip. Upon reserving with a credit or debit card, a preliminary hold equivalent to 150% of the quoted fare is placed on the card to secure the anticipated total including tolls, gratuity, additional stops, and waiting time. This hold is released when payment is processed approximately 3-5 business days after the trip. The actual credit card must be presented to the driver at the time of pick-up. The driver may ask for additional identification to ensure the validity of the card.

All signatures and information must match before the card will be accepted as payment. The credit card must be completed and signed at the end of the trip. During the trip passengers may not leave the vehicle,

for any purpose, without first signing the uncompleted credit card slip. Should the passenger fail to return to the vehicle, the full fare will be charged to the card.

49 Westchester Square Prestige Car Service accepts all of the following cards for payment:

American Express, Visa, MasterCard, Discover, Diner's Club International, CREDIT CARD PROCESSING Credit cards are processed approximately 3-5 business days after the trip date. The charges will appear on your statement as the date of processing, not the trip date. All transactions are handled in a safe, encrypted format by a secure server to ensure 49 Westchester Square Prestige Car Service and our customers' maximum security, and the assurance that your information stays confidential, private, and safe. We pledge to continually adopt new security technology as it becomes available. If you have any questions about your privacy or the security of our website, please contact us.

Please read our Privacy Policy for more information about our collection and use of your credit card and other personally identifiable information. VIRTUAL CREDIT CARDS 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE does not accept online-only, virtual credit cards or any other type of "single-use" card number security product or one-time use credit card number that may be provided by credit card companies for online use. 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE shall not assume responsibility or liability in connection with the use of on-line only, virtual credit cards or any other type of "single-use" card number security product or one-time use credit card number that may be provided by credit card companies for online transactions. 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE shall have no obligation to honor transactions made with such cards.

RATES AND BILLING All rates are subject to audit after order completion. Occasionally changes must be made to correct mathematical errors or to reflect the actual tolls, parking fees, additional stops and waiting time. 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE Rates are inclusive of taxes. AFFILIATE SERVICE POLICY 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE utilizes, at its discretion, affiliates to provide Ground Transportation services as requested by our clients. Vehicle Images presented on the 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE Websites may differ from the actual vehicle. LOST OR DAMAGED ITEMS 49 WESTCHESTER SQUARE PRESTIGE CAR SERVICE and its Affiliates are not responsible for lost or damaged items left in the vehicles. We make every effort to locate property that has been left in one of our vehicles. We retain found items for 30 days. If you have left a personal item in one of our vehicles and wish to retrieve it, you can report it in our Lost & Found form or you may also call our office at (718) 515-2222 for our customer service department.

49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE reserves the right to charge a delivery fee for returning found items. These fees are based on the full travel rates. EXCLUSIONS AND LIMITATIONS OF LIABILITY 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE. and its Affiliates are not responsible for missed flights, abandoned plans or losses incurred due to circumstances that are beyond our control. These circumstances include but are not limited to, causes beyond its reasonable control, acts of God and Nature, acts of terrorism, travel congestion, road closures, accidents, flight and weather delays. 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE, liability for all causes whatsoever arising shall be limited to your actual damages, in an amount not to exceed the sum of all charges paid by you for the fare.

49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE, SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT , BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. YOU AND 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE EACH UNDERSTAND AND AGREE THAT THESE REMEDIES, EXCLUSIONS AND LIMITATIONS ALLOCATE THE RISKS OF SERVICE NON- CONFORMITY AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND/OR OTHER APPLICABLE LAWS.

49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE. FARES FOR SERVICES REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT. THE FOREGOING LIMITATIONS OF LIABILITY APPLY WITHOUT REGARD TO ANY INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE PET POLICY.

Any animal over 20 lbs. must ride in a minivan, with the exception of service dogs. All animals must be leashed or in a carrier when traveling in a 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE affiliated vehicle. We request that when traveling with a pet, you notify a dispatcher in advance so that 49 Westechester Square Prestige Car Service can accommodate you. If you fail to notify a reservationist that you are traveling with a pet, the driver reserves the right to refuse to transport the pet. GENERAL PROVISIONS, you and 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE have agreed to these Service Terms within the State of New York, for all

purposes. All disputes arising out of, under, or in connection with these Service Terms (including without limitation, their validity, interpretation, performance, or breach) will be adjudicated exclusively in the federal or state courts located in (or having jurisdiction over) New York County, New York. These Service Terms and its validity and effect will be interpreted under, and governed by, the laws of New York, without regard to its conflict of laws provisions.

You expressly consent to the jurisdiction of such courts over you. You expressly waive any claim of forum non conveniens. You agree to reimburse 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE For its legal fees and expenses of instituting (or defending) a lawsuit by (or against) you.

These Service Terms (and any other operating rules or terms posted on the Site (including, without limitation, the Privacy Policy) constitute the entire agreement between 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE and you, and supersede all previous written or oral agreements between 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE and you.

No action (or inaction) by 49 WESTECHESTER SQUARE PRESTIGE CAR SERVICE may be construed as a waiver of these Service Terms (or any part). If any of the provisions of these Service Terms are held to be unenforceable by a court having competent jurisdiction, the remainder of these Service Terms will continue in full force and effect.

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