

## ESTELLE LIMO TERMS OF SERVICE

We don't take measures to examine the credentials of our affiliate companies, we make no guarantees or representations regarding the skills or representations of such transportation service or the quality of the service that he or she may perform for you if you elect to hire their services. We do not endorse or recommend the services of any particular company. The transportation companies are not employees or agents of ours, nor are we an agent of the companies. We do not perform, and is not responsible for, any of the services requested by you in your service request. Your rights with affiliate companies are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. Should you have a dispute with any limousine company, you must address such dispute with the affiliate company directly.

YOU HEREBY AGREE TO RELEASE COMPANY (AND OUR OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS) AND ANY OTHER PERSON, FIRM, OR ENTITY (INCLUDING OUR BUSINESS PARTNERS SUCH AS A PRODUCT MANUFACTURER OR SUPPLIER WHO MAY EMPLOY THE COMPANY'S SERVICES) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH AFFILIATE COMPANIES. ESTELLE LIMO WILL IN NO WAY BE HELD LIABLE FOR ANY INJURIES OR CLAIMS THAT MAY ARISE FROM ANY OCCURRENCE THAT MAY HAPPEN WHILE DEALING WITH THE AFFILIATE SERVICES. THE AFFILIATE SERVICE IS SOLELY LIABLE FOR ANY AND ALL CLAIM.

**SATISFACTION PROCESS:** While we cannot guarantee the work performed by an affiliate company, and while we have no obligation to you with regard to your relationship with a company, our resolution process has been developed to try and assist you in resolving any problems that may arise in the course of limousine service and which may be the fault of a company who you learned about through the Company Services. Although we have no such obligation, we may, upon your request, provide limited assistance in resolving disputes between you and an affiliate company. You must participate and use good faith efforts to resolve problems through the Company resolution process. Such limited assistance in no way nullifies the release and indemnification described in these terms.

**1. ALL DEPOSITS ARE NON REFUNDABLE.** Cancellations must be done via email to [info@estellelimo.com](mailto:info@estellelimo.com) 48 hours prior to your rental. If you want to cancel your contract, and there are less than 48 hours until your rental, you will be responsible to pay the total contract price which will be charged to the credit card on file. If there are

more than 48 hours until your rental you can cancel and pay only the deposits that have already been paid as per the terms of this contract. Any and all deposits are non refundable. The day you reserve the limousine does not matter, meaning if you book the limousine with only 36 hours until your event there are no cancellations without being billed the total contract price. All deposits are non-refundable.

2. For your security and to help prevent credit card fraud, a copy of your credit card may be required - emailed or faxed to us.

3. No one under age 21 is permitted to consume alcohol. Violation will result in early termination of service-no refunds.

4. No smoking in the vehicles. Violation will result in a \$100 fine per incident. No exceptions.

5. There will be a \$150 cleaning surcharge for vomit incidents.

6. All tolls and parking fees are in addition to the contract price and must be paid separately.

7. Persons who are unruly or disruptive or conduct illegal activities will be removed from the vehicles at the discretion of the driver and no refunds will be issued.

8. We are not responsible for lost, damaged, or stolen property.

9. No illegal drug usage. Violation will result in early termination with no refunds.

10. Overtime will be billed in half hour increments. By agreeing to service with Estelle Limo the customer is agreeing to pay for overtime accrued. Half hour rate is determined by the hourly rate divided in half.

11. Estelle Limo may allow for an upgrade based on availability, schedule, and other factors. This decision is only available if agreed upon by us. Estelle Limo does not guarantee that upgrades will be available, but will make every effort to fulfill your request. Downgrades are generally not allowed.

12. In certain states there is a sales tax charge. Sales tax is not included in the rental prices online.

13. If your final drop off is not in the same vicinity as your initial pick up additional charges may apply.

14. In Case of Severe Weather and a cancellation on the part of the Affiliate company, the Non refundable Deposits, can be used as Credit when renting a limo of Equal or Greater Value.

15. Estelle Limo REFUND POLICY DUE TO NON-SERVICE. THE LIMOUSINE REFERRAL SERVICES PROVIDED ON OR THROUGH YOUR USE OF THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW. Estelle Limo WILL ONLY PROCESS OR PROVIDE REFUNDS IF Estelle Limo IS UNABLE TO SECURE A LIMOUSINE FOR YOU, OR THE LIMOUSINE COMPLETELY FAILS TO APPEAR WITHIN ONE HOUR OF THE RESERVATION TIME AND LOCATION DESIGNATED IN YOUR ORDER AND YOU DO NOT RECEIVE ANY LIMOUSINE SERVICES WHATSOEVER DUE TO EITHER OF THE ABOVE SCENARIOS THEN Estelle Limo WILL PROVIDE YOU WITH A REFUND OF ANY AND ALL DEPOSITS PAID BY YOU. IN NO EVENT SHALL Estelle Limo, OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE AND/OR THE LIMOUSINE SERVICES CONTRACTED FOR BY YOU. YOU ASSUME ANY COSTS THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE DEPOSITS PAID TO Estelle Limo ARE MERELY BOOKING FEES AND NOT LIMOUSINE SERVICE FEES AND TO THE EXTENT Estelle Limo IS OBLIGATED TO REFUND ANY PORTION OF THE DEPOSITS MADE, SUCH REFUND IS LIMITED TO SUCH DEPOSITS/BOOKING FEES ACTUALLY COLLECTED BY Estelle Limo SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. ANY SUCH CREDIT MUST BE USED TOWARDS A BOOKING WITH Estelle Limo FOR A LIMOUSINE OF EQUAL OR GREATER PRICING THAN THE ORIGINAL BOOKING MEANING NO MONIES WILL BE RETURNED TO YOU NOR ARE YOU ENTITLED TO CREDITS FOR MORE THAN ONE FUTURE BOOKING. THE ACCEPTANCE OF ANY SUCH CREDIT SHALL BE DEEMED A FULL AND FINAL SATISFACTION OF ALL CLAIMS MADE BY YOU AND/OR OBLIGATIONS TO REFUND ANY MONIES TO YOU IN FAVOR OF Estelle Limo.

16. Estelle Limo REFUND POLICY DUE TO INADEQUATE SERVICE. ANY REQUESTS OR DEMANDS FOR REFUNDS IN PART OR IN WHOLE AS A RESULT OF ALLEGED DEFICIENCIES IN THE QUALITY OF THE LIMOUSINE SERVICES RENDERED MUST BE MADE AND WILL ONLY BE PROCESSED BY THE LIMOUSINE AFFILIATE COMPANY PROVIDING THE ACTUAL LIMOUSINE SERVICE AND NOT Estelle Limo. NOTWITHSTANDING SAME, Estelle Limo RESERVES THE RIGHT TO OFFER AND/OR PROVIDE A CREDIT TOWARDS A FUTURE LIMOUSINE RESERVATION AND ORDER FOR ANY DEFICIENT LIMOUSINE SERVICES WHICH SHALL NOT CONSTITUTE AN ADMISSION OR ACKNOWLEDGMENT OF THE QUALITY OR APPROPRIATENESS OF THE SERVICES RENDERED BY THE AFFILIATE LIMOUSINE COMPANY. SUCH CREDIT, TO THE EXTENT OFFERED AND AGREED UPON IN WRITING BY Estelle Limo SHALL BE LIMITED TO THE AMOUNT OF DEPOSITS PAID BY YOU. ANY SUCH CREDIT MUST BE USED TOWARDS A BOOKING WITH Estelle Limo FOR A LIMOUSINE OF EQUAL OR GREATER PRICING THAN THE ORIGINAL BOOKING MEANING NO MONIES WILL BE RETURNED TO YOU NOR ARE YOU ENTITLED TO CREDITS FOR MORE THAN ONE FUTURE BOOKING. THE BALANCE OF ANY SUCH CREDIT CLAIMED BY YOU FOR DEFICIENT SERVICES MUST BE SOUGHT FROM THE AFFILIATE LIMOUSINE COMPANY SCHEDULED TO PROVIDE THE SERVICES FOR YOU. THE ACCEPTANCE OF ANY SUCH CREDIT SHALL BE DEEMED A FULL AND FINAL SATISFACTION OF ALL CLAIMS MADE BY YOU AND/OR OBLIGATIONS TO REFUND ANY MONIES TO YOU IN FAVOR OF Estelle Limo. Estelle Limo DOES NOT PROVIDE TRANSPORTATION SERVICES, AND Estelle Limo IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE AFFILIATE, THIRD PARTY TRANSPORTATION

PROVIDER, DRIVER OR VEHICLE OPERATOR TO OFFER TRANSPORTATION SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE SERVICE. Estelle Limo OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY TRANSPORTATION SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES. THE LIMOUSINE REFERRAL SERVICES PROVIDED ON OR THROUGH YOUR USE OF THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, Estelle Limo EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Estelle Limo MAKES NO WARRANTY THAT: (A) THE LIMOUSINE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE LIMOUSINE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE LIMOUSINE SERVICES WILL BE ADEQUATE OR RELIABLE; (D) AS TO THE STATUS OF ANY OF Estelle Limo's AFFILIATES OR ASSOCIATED LIMOUSINE COMPANIES' LICENSES, PERMITS, DRIVING HISTORY, SAFETY PRECAUTIONARY PROCEDURES, QUALITY OF DRIVERS EMPLOYED OR ANY OTHER ASPECT OF Estelle Limo's AFFILIATES OR ASSOCIATED LIMOUSINE COMPANIES (E) THE QUALITY OF ANY THE LIMOUSINE SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE SITE; (F) THE QUALITY AND/OR DRIVING RECORD OF THE DRIVER(S) UTILIZED BY THE COMPANY FURNISHING THE LIMOUSINE SERVICES OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS. Estelle Limo MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE DISTRIBUTION AND DIVISION OF MONIES PAID FOR BY YOU OR OTHER PERSONS/ENTITIES FOR LIMOUSINE SERVICES INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY THAT GRATUITY PAYMENTS AND/OR TIPS, AS MAY BE QUOTED, STATED OR PAID FOR SHALL ACTUALLY BE DISBURSED TO ANY DRIVER, PERSON, COMPANY, OR THIRD PARTY REGARDLESS OF ANY SUCH DESIGNATION OR STATEMENT TO SUCH EFFECT ANYWHERE WITHIN THE MATERIALS, WEBSITE, OR DOCUMENTATION AS INVOLVING Estelle Limo OR ANY OF Estelle Limo's AFFILIATES OR ASSOCIATED LIMOUSINE COMPANIES. CONTRACTING FOR SUCH LIMOUSINE SERVICES IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. Estelle Limo SHALL HAVE NO RESPONSIBILITY FOR ANY LOSS, INJURY, DAMAGE, FINES, PENALTIES, COMPENSATION OR OTHER AMOUNTS THAT RESULT THE LIMOUSINE SERVICES CONTRACTED FOR BY YOU THROUGH THIS SITE. PICTURES, DEPICTIONS, OR PHOTOGRAPHS ON THE WEBSITE OR ANY OTHER ADVERTISEMENT OR OTHER SUCH MATERIALS OF ANY PARTICULAR VEHICLE, LIMOUSINE OR OTHERWISE, ARE

NOT NECESSARILY REPRESENTATIVE OF THE TYPE, MAKE, MODEL, CAPACITY, UTILITY, COLOR, OR QUALITY OF ANY SUCH VEHICLES WHICH MAY BE PROVIDED OR UTILIZED BY Estelle Limo OR ANY OF Estelle Limo's AFFILIATES OR ASSOCIATED LIMOUSINE COMPANIES.

**17. FURTHER CONTRACT OBLIGATIONS:** I understand and agree to the length and usage along with any charges and further agree to pay for any and all damages my party may cause during the rental periods. I also agree to the LIMOUSINE Rules and Regulations. I understand and agree to pay the entire contract price if cancellation policy is not followed. I understand the number of hours listed on this contract is the minimum hours I am agreeing to pay and that I am responsible for any overtime incurred. I understand that by signing this contract, I'm agreeing to all the rules and terms of the contract and authorizing Estelle Limo to charge my credit card for the agreed contract price.

YOU HEREBY AGREE TO RELEASE Estelle Limo (AND OUR OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS) AND ANY OTHER PERSON, FIRM, OR ENTITY (INCLUDING OUR BUSINESS PARTNERS SUCH AS A PRODUCT MANUFACTURER OR SUPPLIER WHO MAY EMPLOY THE COMPANY'S SERVICES) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH AFFILIATE COMPANIES. Estelle Limo WILL IN NO WAY BE HELD LIABLE FOR ANY INJURIES OR CLAIMS THAT MAY ARISE FROM ANY OCCURRENCE THAT MAY HAPPEN WHILE DEALING WITH THE AFFILIATE SERVICES. THE AFFILIATE SERVICE IS SOLELY LIABLE FOR ANY AND ALL CLAIMS. Estelle Limo ACTS AS A BOOKING AGENT ONLY.