

## TERMS AND CONDITIONS

The above applicant hereby agrees to the following terms and conditions:

1. Client agrees to pay the transportation rate set forth in the current Luxury Worldwide Transportation Rate Book according to its billing policies (including but not limited to a \$5 voucher processing fee, waiting time, "no show" charges, stops, disbursements such as tolls and parking, and telephone charges), plus a service charge for each ride taken. Client further agrees to pay any and all applicable taxes, assessments or surcharges imposed now or in the future by any governmental or regulatory agency, including the Black Car Operators Injury Compensation Fund. Luxury Worldwide Transportation reserves the right to change or modify its transportation rates upon 15 days written notice.
2. Payment for services is to be by check or credit card. Client's signature below authorizes Luxury Worldwide Transportation to submit requests for payment to the credit card account(s) designated by Client without client's signature. Any requests for billing adjustments must be submitted in writing within 10 days of the date of the invoice.
3. If Luxury Worldwide Transportation refers Client's account to collection (including, but not limited to referral to a collection agency or attorney), Client agrees that in addition to the charges and late fees which may be due, Client will reimburse Luxury Worldwide Transportation for its actual cost of collection, including late fees.
4. Luxury Worldwide Transportation reserves the right to discontinue service to Clients with open balances which are more than 45 days old.
5. Client acknowledges that Client is responsible for payment of all vouchers issued to Client which are submitted to Luxury Worldwide Transportation for payment. Client must notify Luxury Worldwide Transportation, in writing, in the event any of Client's vouchers or VIP cards are misplaced, lost or stolen, or if Client longer wishes any VIP cardholder to use the account. Client agrees to keep Luxury Worldwide Transportation apprised of the names of all individuals authorized to use Client's account. Client is responsible for any unauthorized use of services if written notice is not received and acknowledged by Luxury Worldwide Transportation.
6. Luxury Worldwide Transportation shall not be responsible for any personal items left by Client in a vehicle. Notwithstanding the foregoing, in the event Client belongings are left in the vehicle, the Client should immediately notify Luxury Worldwide Transportation customer service, which will make every attempt to locate the lost items and return them to their rightful owner.
7. All information provided to Luxury Worldwide Transportation in connection with this application will be kept strictly confidential.
8. This agreement may not be assigned or transferred without the express written consent of Luxury Worldwide Transportation.
9. This Agreement is made under and shall be governed by the laws of the State of New York. Any action or proceeding based on or relating to this Agreement shall be brought in the Courts of the State of New York, Kings County. Client consents to jurisdiction of such courts and agrees that any process or other documents may be served upon Client by certified mail, return receipt requested, mailed to the customer at the address set forth above.
10. Luxury Worldwide Transportation shall not be responsible for any loss or damage arising out of delays occasioned directly or indirectly by Acts of God, airline reporting, or any other emergency or condition (including but not limited to traffic conditions and availability of drivers) beyond the control of the company. Actual transportation services are provided by independent operators.

"If payment for services is not received within forty five (45) days of the invoice date, I hereby authorize Luxury Worldwide Transportation to charge the above credit card(s) for services rendered, I understand that Luxury Worldwide Transportation may obtain a Credit Report on me and that if the application is approved Luxury Worldwide may at any time in the future obtain additional Credit Reports to review my account. Please accept my signature as authorization to release personal data regarding my tenure, salary, occupation, financial information and garnishee record (if any) to Luxury Worldwide Transportation."