

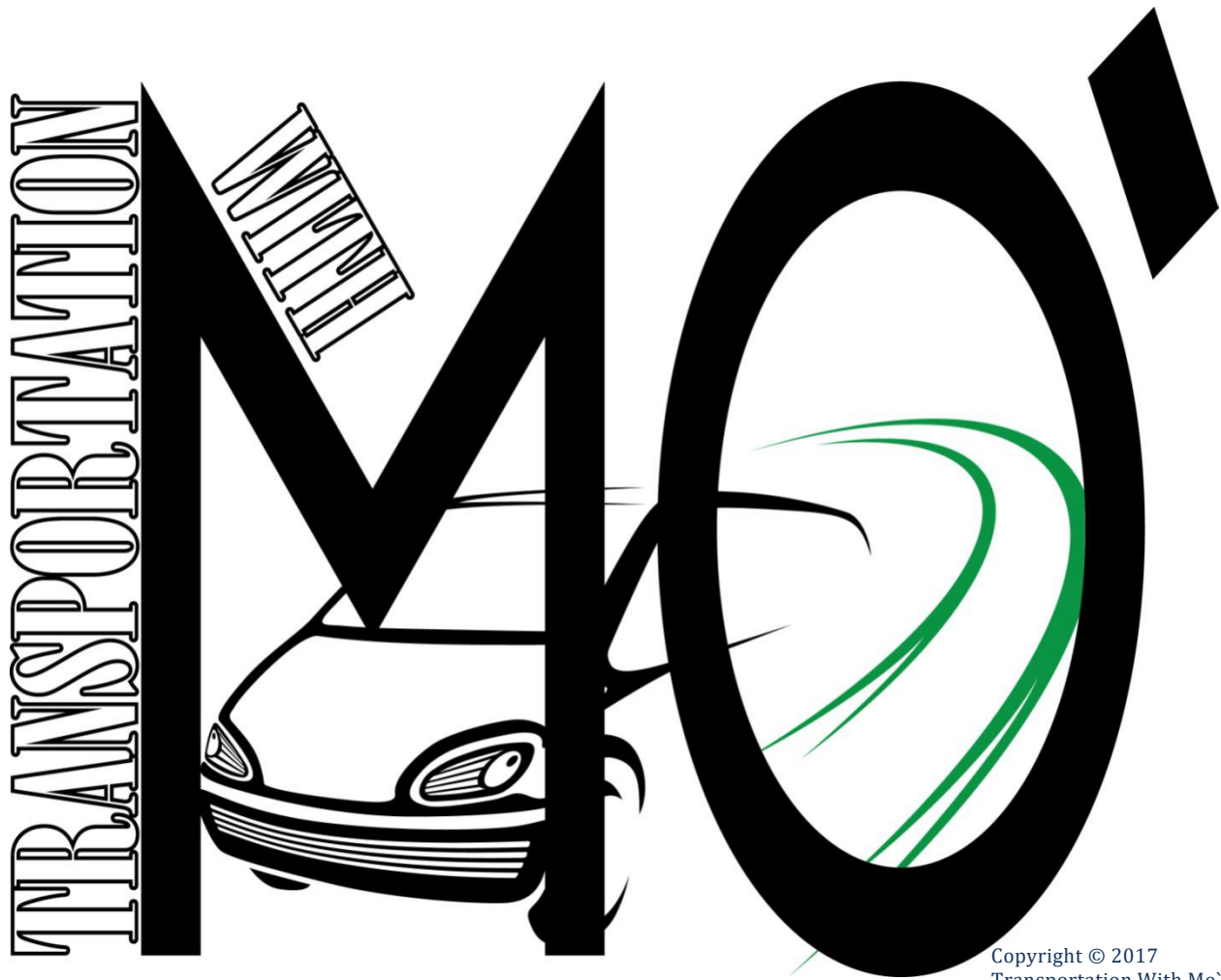
# Rules & Guidelines

## Ordering Process

5/1/2017

# Transportation with MO' Inc.,

MS. AVERY



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Transportation With MO' Inc.  
125 E. Broad Street  
Saint Pauls, NC 28384  
800-764-0845  
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# Transportation with MO' Inc., Rules & Guidelines

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## Definitions

- A. **Reservation:** is defining as a potential reserved calendar date, time for ground transportation services. All reservation(s) must be requested/ submitted for consideration/availability within a 14 day period of “guaranteed scheduled time” (unless otherwise posted, authorized). Regardless of your designation, **all** reservation “initial starting mileage” is pre-set at 30 or 60 miles, charges will apply as following.
- B. **Schedule/scheduling):** is defined as a reservation, YOUR PICK-UP DATE/TIME for ground transportation upon payment being rendered; telephone, text message or email confirmation has been sent with your **reservation code** also your assigned **DRIVER PHOTO identification**.
- C. **Extra-time:** Drivers are at your disposal, you are our number one propriety; however your scheduled time is exclusive for the time/date you have reserved. If you are in need of extra-time, with consideration to other clients and our driver availability, **Extra-time** will be charged at an additional “minimum mileage” fee of the service for which you are scheduled for.
- D. **Corporate Clients:** are businesses that has a legal identifiable existence DBA Corporations, Limited Liability Company (LLC), or Sole-Proprietorships such clients will be employees of company, owners and/or partners.
- E. **SERVICES:** private ground transportation; designated driver(s); Majority door-to-door and stops in-between. Serving North Carolina surrounding areas. Airport, Institution(s), Organization(s), Employment, Corporate Office, events, etc.
- F. **Fixed Route:** defined as ground transportation for a particular designation. This Designated place is limited to “The Workplace”. Service provided at a weekly fee, weekly scheduling only.
- G. **Share Ride:** defined as ground transportation services rendered for one and more people such as groups.
- H. **Special Accommodation:** defined as either individuals who are medically determined disable mentally or some impairment of bodily functions and/or mental incompetence that restricts or cause limitation of activity and/or judgment. Such individuals will need assistance and may have equipment to assist them.



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- I. **Mileage:** estimated within a 30 & 60-mile radius from our base-location (depends on service requested). Rates are calculated using the North Carolina Standards Mileage Rate of 53.5cents per mile. Fees are subject to increase as your choice of mileage increases. Minimum mileage fee per scheduling/reservation will be charged. Fees are **for one-way travel only, unless otherwise selected (see shopping cart for details).**
- J. **Fees/ Rates/Payment:** defined as currency paid by an individual for exchange for requested/scheduled service. **Fees/ Rates/Payment is a guaranteed for “schedule time”.** Fees are non-refundable unless otherwise determined by authorized personnel. All payments due are made to “Transportation with MO’ Inc.” and must be made in advance to scheduling (at time of reservation), unless “**OTHER**” is selected (shopping cart) than the minimum mileage fee will be charged to responsible party **NO EXCEPTIONS:** your remaining balance will be charged at time of telephone confirmation (see exhibit B & H). Discount may apply. North Carolina taxes do apply.
- K. **Cancellation/Refund:** cancellation is a scheduled reservation that will not be executed at the discretion of the responsible party. A change of mind/ NO SHOW etc. for TWM Inc. service, reservation and scheduling. When canceling your reservation, you must do so within a 72-hour time allocation. By calling TWM Inc., scheduling Department at 1-800-764-0845. Responsible party does cancel within 72-hour time allocation, all payments (in full minus \$15.00 processing fee) refunded to payee/ responsible party. There will be an e-mail confirmation/reservation code; responsible party will have a 24 hour allocated time from your scheduled pick-up time for all definite cancellation(s), if not canceled with this 24 hour period, responsible party will be considered in default of section K hereby and be charged full-payment plus \$15.00 (processing fee). A cancellation will require remitting of the reservation/scheduling process. TWM Inc. without liability reserves the right to cancel service for Acts of God. Such acts in consideration are unforeseen traffic; serve weather conditions, accidental or mechanical failures etc. beyond our control without recourse.
  1. **No Show:** defined as a person who has made a reservation, booking, or appointment but neither keeps nor cancels it before allocated time recommended.
- L. **EARLY PICK UP:** Your “Scheduled Guaranteed Time” is imperative to the flow of our working day. Your Scheduled Guaranteed Time “per your request” will be the time(s) reserved, at the time you originally booked transportation service. Our schedules are exclusively, performed in accordance to your requested reservation. All early pickups/extended time etc. are at the sole discretion of your driver’s availability.



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ALL early pickup/extended time must first, be approved by your drivers' dispatcher and/or supervising personnel. Early pickup/extended time will result as an additional cost to you. Early pickup time/extended time charges will be calculated and applied in 1-day increments. Non-payment to these charges will have a bearing effect on future scheduling of TWM Inc., services, suspension of service(s) and/or other charges/interest applied on outstanding balance(s). \*Please, be courteous of other clients "Guaranteed Schedule Time(s)".

1. **Grace Period:** a period allocated for your driver and for you before extra fees apply. You have a pre-15 minutes also a post-15 minutes, during which to board vehicle following your set "Guaranteed Scheduled Time". Your driver have a 15-minute pre/post grace period to arrive at your destination. If this time has since pasted our drivers has the right to continue route without you. If your driver has not arrived within "grace period", then you may contact our office at 800-764-0845. \*Re-routing will not be feasible for convenience.

M. **Cleanup fee:** Fees can range anywhere from \$15.00 (minor spills) up to \$350.00. **Categorized as following:**

1. Releases that are clearly incidental.
2. Releases that may be incidental or may require emergency response, depending upon circumstances.
3. Releases that clearly require emergency response.

**MINOR Spills:**

1. Constitutes a non-emergency situation.
2. Does not spread rapidly.
3. Does not endanger people except by direct contact.
4. Does not endanger environment.
5. Can be safely managed by trained personnel in the area of the spill.

N. **Overnight/Long Distance Scheduling:** Customer(s) are responsible for parking charges, tolls, & driver accommodations.

O. **Remedies** may be of necessity; circumstance may require our vehicles to be substituted and services outsourced etc... If you do not agree or refuse "remedies", your payment will be forfeited and non-refundable.

P. **Coupon(s)** Coupon(s) or voucher(s) offering discounts on particular services; a voucher entitling the holder to a discount for a particular service. Coupons are redeemable only by



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the purchasing of Ground Transportation Service through TWM Inc. The service for which the coupon indicate (combine or single); Corporate Clients, Share Ride, Special Accommodation or fixed route. There is a limit, specified for one use per reservation, scheduled service. All coupons can be issue applied or distribute via website of TWM Inc. and at any TWM Inc., location.

Paper or Mailing Coupon(s) or digital improperly redeemed Coupon- submission invoice detailing the store name and address, date, invoice number, coupon quantity and value. TWM Inc. reserves the right to withdraw and/or refuse payments for current coupon offers (paper or digital) due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches, copied, trimmed, or altered in any way by its holder(s).

Coupons must be presented at time of purchase. Coupons presented after the purchase transaction has been completed should not be honored. Coupons are non-assignable and are void if transferred from their original recipient. Coupons must not be accepted from the consumer after the stated expiration date. Coupon(s) are not redeemable for cash.

“You”, “Your”, “Payee”, “Individual” or “Responsible Party” is each Authorized Person (as defined above) with respect, that has an interest in an account and service with TWM Inc. which is accessible through the services or through the online site, each person who sign the application or other binding documentation for ground transportation with TWM Inc., in any way.

Transportation with MO' Inc., will provide its clients service without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition. However TWM Inc. reserves the right to deny, cancel, terminate, expel service(s) to any persons; hazardous conditions that may be deem as unsafe/ illegal. As such drivers are encouraged to call the proper authorities for “All” situations that is deemed as such.

At time of scheduling/ reserving transportation services through TWM Inc., you are entering into binding agreement; by remitting your payment, you are acknowledging that you have read and understand the rules and guidelines of TWM Inc., and that your payment will constitute indefinite as a form of “your acknowledgment” that you are entering contractual terms with TWM Inc.

All individuals 16 years old and under must be accompanied and/ or have written consent (Consent form provided by TWM Inc.) by a parent(s) and/or a guardian (unless otherwise authorized), an adult 18 years of age and older. All clients who are of legal age that reserve /schedule transportation with TWM Inc. are responsible for all passengers (accompanying



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occupancies), and agree TWM Inc., and its employees are not liable for any damages, replacements etc. irresponsible/erratic behavior, misbehavior, wrongful use, excessive alcohol use, illegal acts, and illegal substances etc. However (Corporate Client service only) if you are age 21 and older, you may purchase and carry-on alcoholic beverage(s) (Identification(s) may be checked by driver for N.C. legal age limit).

There will be a \$350.00 **cleanup fee** for discharge of any/all bodily fluids: such as but not limited to the secretion of blood, semen, vaginal secretions, amniotic fluid, saliva... any bodily fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

Our vehicles are absolutely a NON-Smoking/ free from tobacco product use. Failure to act in accordance will result up to a \$250.00 clean up fine as well as a NON-Emergency fine up to \$250.00 for the opening of any emergency exits doors.

With the use of electronic communications; you agree that all electronic communications that we receive on TWM Inc. website or otherwise in connection with the Services, such as those directing us to take action per your request etc. These communications will be given the same legal effect as your written and signed paper communications and shall be considered "writing" or "in writing"; also deemed the same as to have signed and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. In addition, that you are responsible for notifying us of any changes in your email, mobile device, and telephone contacts to which communications are sent. When you sign up for TWM Inc., you will be enrolled in TWM Inc. email marketing, but your information will not be sold. You can choose to be removed from TWM Inc. marketing emails.

These Rules and Guidelines may be amended from time to time by the TWM Inc. administration; interested individuals or entities should check frequently, obtain and review the latest version of these Rules and Guidelines. Any & All alterations to this agreement by you "the Client" without written agreement/ contractual terms by TWM Inc. administration is deemed as invalid and unenforceable and non-refundable. Others rules and guidelines may apply; contact TWM Inc. customer services at 1-800-764-0845 questions, concerns and options. © 5/1/2017