

WEBSITE TERMS OF SERVICE

Last Updated: May 20, 2025

Please read these Website Terms of Service and our General Terms and Conditions (attached hereto as Exhibit A) (collectively, these “**Terms**”), (“**Privacy Policy**”) carefully because they govern your use of the websites located at www.hIGHLANDSTRANSPORTATIONFL.COM. To make these Terms easier to read, the Site and our services (including without limitation the Transportation Services) are collectively called the “**Services**.”

- 1. Agreement to Terms.** By using our Services, you agree to be bound by these Terms. All capitalized terms not defined in the main body of these Website Terms of Service will have the meaning given to them in the General Terms and Conditions, attached hereto as Exhibit A. If you are accessing and using the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will refer to that entity. If you do not agree to be bound by these Terms, please do not use the Services.
- 2. Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.
- 3. Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or may also send other communications. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
- 4. Who May Use the Services?** You may use the Services only if you are 18 years or older and capable of forming a binding contract with Company, and not otherwise barred from using the Services under applicable law.
- 5. Our Intellectual Property.** We may make available through the Services content that is subject to intellectual property rights. We and our licensors exclusively own all right, title and interest in and to the Services and all such content, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign

countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

6. General Prohibitions and Company's Enforcement Rights. You agree not to do any of the following:

1. Use, display, mirror or frame the Services or any individual element within the Services, Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Company's express written consent;
2. Access, tamper with, or use non-public areas of the Services, Company's computer systems, or the technical delivery systems of Company's providers;
3. Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
4. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third party (including another user) to protect the Services;
5. Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Company or other generally available third-party web browsers;
6. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
7. Use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company's express written consent;
8. Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

9. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
10. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
11. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
12. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
13. Impersonate or misrepresent your affiliation with any person or entity;
14. Violate any applicable law or regulation; or
15. Encourage or enable any other individual to do any of the foregoing.

We are not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

7. Ratings & Reviews

1. **General.** Within a certain timeframe after receiving Transportation Services via the Services, you may leave comments (a “**Review**”) and submit a star rating (“**Rating**”) about the Transportation Services and the applicable Service Provider. Ratings or Reviews reflect the opinions of individual users and do not reflect the opinion of the Company. Ratings and Reviews are not verified by the Company for accuracy and may be incorrect or misleading. If you come across a review that you feel is misleading or may violate these Terms, please let us know by reporting it via the functionality of the Services, or by emailing us at admin@highlandstransport.com.

- 2. Review Requirements.** Ratings and Reviews must be accurate and honest and may not contain any offensive or defamatory languages. When you post a Review, you acknowledge and agree that the Review is subject to these Terms. All users are expressly prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about any Service Provider.
- 8. Termination.** We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: Sections 5, 6, and 9 of these Website Terms of Service and Sections 6, 11, 12, 13 14, and 15 of the General Terms and Conditions.
- 9. Warranty Disclaimers.** THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.
- 10. Contact Information.** If you have any questions about these Terms or the Services, please contact us at admin@highlandstransport.com

EXHIBIT A

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**Agreement**”) are entered into between Highlands Transportation LLC having its principal place of business at 2618 Gresham St. Sebring Florida 33875 (“the **Company**”), and you, the Customer (“**Chartering Party**”).

By placing your order, you accept and are bound to the terms and conditions of this Agreement.

1. DEFINITIONS.

1. “**Date of Service**” means the first date of service or movement in the Itinerary.

2. **“Driver”** means an employee or independent contractor of the Service Provider that is responsible for operating the Equipment.
3. **“Daily Limits”** means the maximum allowable on-duty and drive time by a driver as per Federal Department of Transportation guidelines.
4. **“Equipment”** means the vehicle(s) to be used to carry out the Service Order.
5. **“Itinerary”** means the itinerary described in the Service Contract.
6. **“Passenger”** means an individual transported by the Service Provider under the Service Contract.
7. **“Service Contract”** means the legal agreement between the Chartering Party and Company with respect to the Transportation Services to be provided by the Service Provider, including these Terms and Conditions, the Itinerary, and all other relevant information provided on the Service Order such as the number of Passengers, Date of Service, and additional information or requests of the Chartering Party.
8. **“Service Order”** means the order quotation and any specifications made by the Chartering Party when booking via the Company website(s), email or via telephone.
9. **“Service Provider”** means the third-party independent bus, coach, limo or other transportation operator directly arranged by the Company for the Chartering Party to provide the Transportation Services.
10. **“Transportation Services”** means the transportation pursuant to the Itinerary as requested and contracted for by the Chartering Party under the Service Contract.

2. SERVICES.

1. Performance of Transportation Services. The Company shall endeavor to cause the Service Provider to perform the Transportation Services specified in the Service Contract in accordance with the Service Contract.

2. Driver Hours. Pursuant to Federal Department of Transportation safety regulations, Drivers are prohibited from being on duty more than fifteen (15) hours per day and from driving more than ten (10) hours per day, including a thirty (30) minute pre- and post-trip vehicle inspection (collectively, the “**Daily Limits**”). These Daily Limits are subject to change by the Federal Department of Transportation (DOT). Chartering Party agrees and acknowledges that upon reaching these service limits, the driver must be given at least eight (8) consecutive hours off pursuant to the procedures described in Section 6 (“Extended Trips”) before resuming duties.
3. Arrival Time. The time of arrival at starting point, stop-over point, destination or return to point of origin cannot be guaranteed. Travel routes will be established by the Service Provider and requests for specific routes by the Chartering Party will be at the Service Providers discretion. Travel speed limits are prescribed by law, and Service Providers are instructed to travel at all times at speeds compatible with safe operation. Road, traffic and weather conditions are beyond the control of Company and the Service Provider, and no refunds shall be given as a result of late arrivals due to such conditions or other occurrences out of the control of Company or the Service Provider. Neither Company nor Service Provider shall be responsible for delays caused under this Agreement as a result of compliance with Sections 2(c) or 2(d).

3. **TRANSPORTED ITEMS.**

1. Neither Company nor the Service Provider assumes any responsibility for the handling or maintenance of any Transported Items. Transported Items will be at passengers’ sole risk. Passengers’ Transported Items shall be carried subject to the available accommodations (as determined solely by the Service Provider) provided by interior racks and/or luggage bays.

4. **EQUIPMENT.**

1. Equipment Specifications. Specified Equipment type, size, age and amenities are not guaranteed and is only an estimate based on information at time of booking. Company and the Service Provider reserve the right to substitute other Equipment sufficient to

accommodate the number of passengers specified in the Service Contract and no refunds shall be given as a result of substitute equipment.

2. Safety. Motorcoaches and most other buses manufactured for North American use do not include seat belts because the National Highway Traffic Safety Administration and other industry experts have found that installing seat belts would not “enhance overall occupant protection.” The Chartering Party understands and accepts this limitation.
3. Replacement Equipment. If for some reason beyond the control of Company a mechanical failure requires the replacement of Equipment, the replacement Equipment may be of a different type, size, age, or amenities.

5. RESTRICTIONS.

1. Objectionable Passengers. Company and the Service Providers reserve the right to refuse to transport: (1) persons under the influence of intoxicating liquor or drugs, (2) persons who are, or are likely to become, objectionable, or (3) persons who cause the Driver to feel threatened in any way; or (4) for any lawful reason in their reasonable discretion.
2. Conduct of Passengers. Passengers shall not interfere with the Driver in the discharge of his/her duty or tamper with any apparatus or appliance on the bus. The Chartering Party shall remain liable for any such objectionable conduct by the Passengers.
3. Prohibited items. The following items are prohibited, from any Passenger or in any transported Items, without the written consent of Company (collectively, “Prohibited Items”):
 1. Weapons of any type, including firearms;
 2. Explosives, fireworks and other flammable, combustible, toxic or otherwise dangerous materials;
 3. Pets, or livestock of any kind;

4. Tap beer;
 5. Glass containers;
 6. Golf shoes or other shoes with spikes; and
 7. Generators or non-medical oxygen containers.
4. Prohibited Activities. The following activities are prohibited without the written consent of Company (collectively, “Prohibited Activities”):
1. Any decoration or vandalism of the Equipment;
 2. Standing while the Equipment is in operation;
 3. The consumption of alcoholic beverages, unless as otherwise agreed by the parties in the Service Contract;
 4. Smoking of any kind, including use of vaporizers; and
 5. Any act that creates unsafe driving conditions.

5. **PAYMENT.**

1. Fees and Expenses. The Chartering Party will pay Company the non-refundable fees calculated in accordance with the applicable Service Contract and any applicable Additional Charges (collectively, “**Total Fees**”). Unless otherwise specified in the Service Contract, full payment of the Total Fees is due and payable on the later of thirty (30) days in advance of the Date of Service or at time of booking, unless a date is otherwise provided in the Service Contract. The Service Contract may also require a non-refundable deposit as set forth in the Service Order.
2. Payment Terms.
 1. If the Chartering Party completes booking within 14 days of the Date of Service, payment will be due immediately upon booking.

2. The Chartering Party can make payment by credit card, ACH or paypal services. No cash will be accepted.
 3. If Chartering Party is paying by credit card, Chartering Party agrees to supply applicable payment information, including, Chartering Party's credit card number, expiration date of the credit card and billing address, as set forth in the payment screen. Chartering Party also acknowledges that its credit card will be charged in advance of Chartering Party provision of any of the Transportation Services for services booked, and post-travel for additional fees and/or services. Chartering Party hereby agrees that Company may use the services of third-party service providers for payment processing and that Chartering Party may be required to comply with the additional processing terms and conditions of such third-party payment processors.
3. Credit Card Chargebacks. You, the Chartering Party, have the ability to dispute charges with credit card companies ("chargebacks"). If you have a question about a charge on your credit card statement, we encourage you to call Company prior to disputing a charge with your credit card company to discuss any questions or concerns about our charges with us. Company will work with you in resolving your concerns. Company retains the right to dispute any chargeback that it believes is improper, as described more fully below. Company also retains the right to cancel any travel reservation in the event of a chargeback related to that reservation.

By using our service to make a reservation with a

Transportation Provider, you accept and agree to the relevant cancellation policy in effect at the time of that reservation. In all cases, the cancellation policy of each reservation is made available on our website and exceptions to our standard policy are communicated in writing prior to any payment. Company deems the following chargeback scenarios as improper and retains the right to investigate and rebut any such chargeback claims and to recover costs of such chargeback claims from You, the Chartering Party.

1. Chargebacks resulting from non-cancellable reservations, cancellations made outside the “no fee” cancellation period, or failure to utilize scheduled transportation in the event that Transportation Provider will not provide a refund, whether or not the reservation is used.
2. Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to You, the Chartering Party’s, credit card.
3. Chargebacks arising from the Transportation Provider’s failure to deliver a product or service in a manner that’s consistent with the Transportation Provider’s product description.
4. Chargebacks resulting from force majeure or other circumstances that are beyond the control of the Company or its subsidiaries.

6. Taxes. All fees, expenses and other amounts payable to Company hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which will be the sole responsibility of the Chartering Party (excluding any taxes based on Company's net income). Chartering Party will promptly reimburse Company for any such amounts that Company pays on Chartering Party's behalf.
7. **PRICES SUBJECT TO CHANGE**. Unless otherwise specified in writing, all prices quoted in the Service Contract are in U.S. Dollar and are subject to change, including without limitation:
 1. In the event that the price of gasoline fuel increases by more than twenty percent (20%) between the date of the contract and the date of the charter per the price of U.S. Regular Gasoline Prices according to <https://www.eia.gov/petroleum/gasdiesel/>,

Company may charge a fuel surcharge;
 2. In the event of a change in the federal, state or local laws or regulations or market conditions between the execution of the Service Contract and the Date of Service that: (i) require material modifications be made to the Equipment identified in the Service Order prior to the Date of Service; or (ii) cause the Company to incur material additional or increased expenses in providing the charter services.
 3. If, due to market conditions or Service Order discrepancies, the estimated cost of the trip order is higher than the initial estimate.

8. CHANGES AND CANCELLATION.

1. The Chartering Party must notify Company of any desired changes to the Itinerary or cancellation of the Transportation Services via email. Any changes or cancellation proposed by the Chartering Party will not be effective until accepted by the Company in writing.
2. Additional transportation fees. When the Company accepts any change in Itinerary or other element of Transportation Services upon the request of Chartering Party such as an

increase in miles or hours to that specified in the Service Contract, an additional charge may be made for such additional Transportation Services. The Chartering Party agrees to pay all such additional charges.

3. Reduction in service. Changes to an itinerary which result in a reduction of time and/or mileage are subject to approval from Company and the assigned operator. Itinerary changes which result in a price reduction are subject to cancellation fees noted below. Non-use of transportation and/or reduction in service made on the day of travel is non-refundable.

9. **ADDITIONAL CHARGES.** Some additional charges may apply due to the nature of the Itinerary or certain requests of the Chartering Party. Chartering Parties paying via Credit or Debit Card will receive an email notification of additional charges; these additional charges will be processed automatically 1-day after notification. Chartering Parties paying via check, money order or wire transfer will be invoiced, and the Chartering Party shall pay all such additional charges within seven (7) days of the date of the invoice. Additional charges include, without limitation:

1. Overtime and/or additional mileage. Total Fees quoted are based on scheduled time and mileage. The Chartering Party will be responsible for payment of all additional charges resulting in an increase in either time or mileage. These costs will be billed as separate and additional elements under the Service Contract.
2. Alcohol Fee/Deposit. Where the Chartering Party requests the right to consume alcohol during the Transportation Services, an additional alcohol fee and/or deposit may be required. Fees associated with the right to consume are non-refundable and will be communicated in writing prior to travel. Deposits associated with the right to consume are refunded post-travel based on the condition of the equipment. Deposit refunds are solely at the Service Providers discretion. The Chartering Party shall be solely responsible for such alcohol consumption, including without limitation compliance with applicable law.

3. Tolls, Fees, and Surcharges. The Chartering Party will be responsible for payment of all tolls, highway fees, vehicle entrance fees, parking fees and other similar out-of-pocket expenses incurred in connection with the Transportation Services. These costs and expenses will be billed as separate and additional elements under the Service Contract. The Company will generally attempt to include the full amount of any additional charges that may reasonably be expected to be incurred and incorporate such amounts into the Service Contract; provided, however, that the failure to list any such fees or expenses shall not affect the Chartering Party's sole responsibility for the fees. The Chartering Party agrees to pay any and all such additional charges.
4. Airport Fee. Airport transit fees vary by airport and are typically based on vehicle size and transit times. The cost will be considered inclusive to the quote for such transportation.
5. Damage and Cleaning. The Chartering Party is fully responsible for the Passengers and any baggage, parcels or other property brought on board or transported on the Equipment by any Passenger (collectively, "**Transported Items**"). The Chartering Party shall be responsible for the cost of repair for damage to, or necessary cleaning of, Equipment arising out of or resulting from: (i) the Passengers, or (ii) the Transported Items. The Company will charge, and Chartering Party agrees to pay, such reasonable additional cleaning or repair costs immediately upon invoice.
6. Late Fee. Any late payment will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower. In any action or proceeding regarding Chartering Party's failure to pay under this Agreement, Company will be entitled to recover reasonable costs and attorneys' fees.

10. TRANSPORTATION SERVICE ISSUES. When service issues occur, any price adjustments will only be considered for the specific service affected. If clients choose to continue using transportation after the service issue has occurred, no price reductions will apply to the remaining services. Any requests for refunds due to service issues need to be reviewed within 3 days of the completion of the trip.

11. SERVICE PROVIDER OBLIGATIONS. The Company will use commercially reasonable efforts to cause the Service Provider to comply with the following conditions:

1. Drivers. All Drivers must be properly licensed and follow state and federal motor vehicle laws and regulations.
2. Equipment. The Equipment must be in good operating condition and meet the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind, and any and all applicable safety recalls have been remedied per manufacturer instructions. The Service Provider will inspect the Equipment before assigning it to the Service Contract.
3. ADA Compliance. Any Chartering Party that requires an ADA accessible Certified Equipment must inform Company when placing the Service Order. The Company will use commercially reasonable efforts to assign such ADA accessible Equipment and inform the Service Provider of the Chartering Party's request. The Service Provider shall be solely responsible for such compliance and accommodations during the Transportation Services.
4. SPAB, ISD, 19A or similar. Any Chartering Party that requires a SPAB, ISD, 19A or similar Driver and/or Service Provider must inform Company when placing the Service Order. The Company will use commercially reasonable efforts to obtain such Certified Driver and/or Service Provider and inform the Service Provider of the Chartering Party's request. The Service Provider shall be solely responsible for such compliance and accommodations during the Transportation Services.

12. INDEMNIFICATION.

1. **BY BOTH PARTIES.** Each party shall indemnify and hold harmless the other party, and their respective employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents and assigns (collectively, “**Affiliates**”) from and against any claims, lawsuits, proceedings, liabilities (collectively, “**Claims**”) brought by a third party and for any losses, damages, expenses (including reasonable attorneys fees) and/or costs (collectively, “**Losses**”) arising out of or related to the indemnifying party’s (i) gross negligence or intentional misconduct, or (ii) violation of law.
2. **BY THE CHARTERING PARTY.** The Chartering Party shall indemnify and hold harmless Company and Service Provider, and their Affiliates, from and against any Claims brought by a third party and for any Losses arising out of or related to (i) the Chartering Party’s breach of this Service Contract, (ii) the Chartering Party’s Passengers or the Transported Items, or (iii) an occurrence or accident involving Company-chartered Equipment and/or the transportation of Passengers in such Equipment (including damage to the Equipment and injury to any Passenger or other third person arising from the transportation of any Prohibited Items by any Passenger).
3. **BY THE SERVICE PROVIDER.** The Company shall use commercially reasonable efforts to cause the Service Provider to indemnify and hold harmless The Chartering Party and Company, and their respective Affiliates, from and against any Claims brought by a third party and for any Losses arising out of or related to (i) the gross negligence or intentional misconduct of the Service Provider or (ii) any violation of law by the Service Provider.

13. LIMITATION OF LIABILITY.

1. Exclusion of Damages. NEITHER THE COMPANY NOR THE SERVICE PROVIDER SHALL BE LIABLE IN ANY EVENT OR FOR ANY REASON, INCLUDING BREACH OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR

CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. Total Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 11(b), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR THE SERVICE PROVIDER SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY PARTY FOR AN AMOUNT GREATER THAN THE FEES PAID BY THE CHARTERING PARTY UNDER THE SERVICE CONTRACT THAT ARE RETAINED BY COMPANY. NOTHING HEREIN SHALL LIMIT EITHER PARTY'S LIABILITY UNDER (A) OR (B) FOR GROSS NEGLIGENCE, FRAUD, OR WILFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, EXCEPT FOR ANY ACTUAL FRAUD, UNDER NO CIRCUMSTANCE SHALL COMPANY BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY DAMAGES, LOSSES OR CLAIMS IN EXCESS OF ITS INSURANCE POLICIES.

14. INSURANCE. The Company shall use commercially reasonable efforts to cause the Service Provider to maintain a minimum of \$1,000,000 automobile liability insurance for vehicles with maximum capacity of 15 passengers (including the driver), and \$5,000,000 automobile liability insurance for vehicles with a maximum capacity greater than 15 passengers (including the driver) during the term of this Agreement and the Service Contract. For any claims related to the Transportation Services, The Service Provider's insurance coverage shall be primary insurance in respect to the Chartering Party and the Company.

15. RELEASE OF LIABILITY. The Company and its Affiliates do not own or operate any Equipment or Service Provider which provides, or is to provide, the Transportation Services, including, transportation companies. The Chartering Party (for itself and on behalf of the Passengers) hereby expressly agrees that Company shall not be responsible in any manner for the acts or failures to act, negligently, willfully or otherwise, of the Service Provider or its employees, agents or representatives. The Chartering Party (for itself and on behalf of the Passengers) also expressly agrees that Company shall not be liable for any bodily injury or harm, accidents, property

damage or personal loss as a result of the Transportation Services provided under the Service Contract.

16. MISCELLANEOUS.

1. Force Majeure. The Company and the Service Provider shall not be liable for any failure or delay in performing their obligations under the Service Contract, and neither party shall be deemed in breach of its obligations thereunder, if such failure or delay is due to Acts of God, natural disasters, pandemic, national, state or local states of emergency, governmental action, acts of war or terrorism, labor strike or lock-out, or other industrial or transportation accident caused by any third-party, any violation of law, regulation or ordinance by any third-party or any other cause not within the control of Company or the Service Provider, respectively.
2. Entire Agreement. These Terms and Conditions, along with the Service Order and other documents constituting the Service Contract, constitute the entire agreement between Company and the Chartering Party and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof. If any provision of the Service Contract shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
3. Governing Law. This Agreement and its performance shall be governed by the laws of the state of Illinois, United States of America without giving effect to applicable conflict of law provisions. The Chartering Party (for itself and on behalf of the Passengers) consents and submits to the exclusive jurisdiction of the state and federal courts located in Cook County, the State of Illinois, United States of America, in all questions and controversies arising out of this Agreement.
4. Arbitration. In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to the American Arbitration Association for three-person arbitration in accordance with its applicable Rules of Arbitration. The arbitrators decision

shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrators award or fails to comply with the arbitrators award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

5. No Assignment. THE CHARTERING PARTY MAY NOT ASSIGN THIS AGREEMENT OR ANY OF THEIR RESPECTIVE RIGHTS, INTERESTS, DUTIES OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. THE COMPANY MAY ASSIGN THIS AGREEMENT AND ANY OF ITS RIGHTS, INTERESTS, DUTIES OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHARTERING PARTY.
6. Notice. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (a) when delivered personally; (b) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (c) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above.
7. Nature of the Relationship. Nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties, nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other, except as expressly provided herein.
8. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable by a court of jurisdiction, the remaining provisions of this Agreement will remain in full force. Failure by either party to enforce any provision of this

Agreement will not constitute a waiver of future enforcement of that or any other provision.

9. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by electronic means including DocuSign.