



Terms & Conditions - Please Review

Sun City Mesquite Rides

By accessing or using the Sun City Mesquite Rides website, mobile application, or services (collectively, the "Platform"), you agree to be bound by these Terms and Conditions ("Terms"). These Terms constitute a legal agreement between you ("User," "you," or "your") and Sun City Mesquite Rides ("Company," "we," "us," or "our"), a Nevada-based Transportation Network Company. If you do not agree with these Terms, please do not use our Platform or services.

1. Nature of Services

Sun City Mesquite Rides operates as a Transportation Network Company (TNC) that connects passengers with independent drivers or charter operators through our Platform for rideshare and charter transportation services in the Mesquite, Nevada area. We do not provide transportation services directly, nor are we a common carrier. The Company acts solely as a technology platform facilitating connections between Users and independent third-party drivers or charter providers ("Service Providers"). The decision to offer or accept a ride is at the sole discretion of the Service Provider and User.

2. Eligibility and Account Registration

To use our Platform, you must:

- Be at least 18 years of age or have parental/guardian consent if under 18.
- Provide accurate, complete, and current information during registration, including a valid payment method.
- Maintain the security of your account and immediately notify us of any unauthorized use. The Company reserves the right to refuse service or terminate accounts for any reason, including violation of these Terms or applicable laws.



3. User Conduct and Prohibited Activities

Users agree not to:

- Use the Platform for any illegal or unauthorized purpose, including violating Nevada transportation laws.
- Engage in behavior that endangers the safety of Service Providers, passengers, or others, such as harassment, intoxication, or carrying prohibited items (e.g., weapons, illegal substances).
- Attempt to reverse-engineer, hack, or interfere with the Platform's functionality.
- Misrepresent identity or provide false information during booking or payment processes. Violation of these rules may result in account suspension or termination and potential legal action.

4. Booking and Payment

- **Reservations:** All bookings are subject to availability and confirmation by the Service Provider. The Company is not responsible for bookings lost due to technical issues or spam filters. Users must verify booking confirmations.
- **Payments:** You agree to pay all fares, fees, taxes, and tolls as displayed at booking. Payments are processed through secure third-party payment processors. Full payment or a deposit (minimum 10% for bookings more than 14 days out) is required at booking, with full payment due 14 days prior to service.
- **Cancellations:** Cancellation policies vary by Service Provider and are detailed at booking. Refunds, if applicable, are subject to the Service Provider's terms and our cancellation policy. No refunds are provided for unused services once a trip begins.



5. Disclaimers

- **No Warranty:** The Platform and services are provided on an “as is” and “as available” basis without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee the availability, accuracy, safety, or quality of transportation services provided by Service Providers.
- **Third-Party Services:** Service Providers are independent contractors, not employees or agents of Sun City Mesquite Rides. We are not responsible for their acts, omissions, or the condition of their vehicles.
- **Platform Accuracy:** While we strive to ensure accurate information, we do not warrant that the Platform is error-free, uninterrupted, or free of viruses or harmful components.

6. Limitation of Liability

To the fullest extent permitted by law, Sun City Mesquite Rides, its affiliates, officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from:

- Your use of the Platform or services.
- The conduct, performance, or safety of Service Providers or other Users.
- Delays, cancellations, or accidents during transportation.
- Loss of personal belongings left in vehicles. In no event shall our total liability exceed the amount paid by you for the specific service giving rise to the claim. These limitations apply regardless of the legal theory (contract, tort, or otherwise) and even if we have been advised of the possibility of such damages.

7. Insurance and Liability

Sun City Mesquite Rides maintains transportation network company insurance with a minimum combined single limit of \$1.5 million for bodily injury, death, and property damage, as required by the Nevada Transportation Authority (NRS



690B.470). This insurance applies only during active transportation periods (e.g., when a driver is en route to or carrying passengers). Users are responsible for their own personal insurance for incidents outside this scope, such as personal belongings or non-transportation-related injuries.

8. Dispute Resolution and Arbitration

Any disputes arising from these Terms or use of the Platform shall be resolved through binding arbitration in Las Vegas, Nevada, under the rules of the American Arbitration Association. You waive the right to pursue claims in court or participate in class actions. The prevailing party shall be entitled to reasonable attorney's fees and costs, subject to Nevada law. This clause does not apply to claims involving intellectual property or injunctive relief.

9. Governing Law

These Terms are governed by the laws of the State of Nevada, without regard to conflict of law principles. Any legal action not subject to arbitration shall be brought exclusively in the courts of Clark County, Nevada.

10. Intellectual Property

All content on the Platform, including text, graphics, logos, and software, is the property of Sun City Mesquite Rides or its licensors and is protected by copyright and trademark laws. Unauthorized use or reproduction is prohibited.

11. Termination

We reserve the right to suspend or terminate your access to the Platform at our sole discretion for violation of these Terms, suspected fraud, or any other reason, without prior notice or liability.

12. Force Majeure

Sun City Mesquite Rides shall not be liable for delays or failures in performance due to circumstances beyond our control, including but not limited to natural disasters, strikes, or government actions.



13. Contact Information

For questions or concerns about these Terms or our services, contact us at:

- **Email:** hello@generationeducation.com
- **Phone:** 702-330-4333
- **Address:** 1492 Caramel Cliffs Trail, Mesquite NV 89034

14. Amendments

We may update these Terms at any time by posting the revised version on our website. Continued use of the Platform after such changes constitutes your acceptance of the new Terms.

By using Sun City Mesquite Rides' Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.