



**PHOENIX LIMO CORP
Terms and Conditions of Service**

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF OUR TAXI/LIMOUSINE SERVICE AND YOUR RELATIONSHIP WITH PHOENIX LIMO CORP.

YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE OUR SERVICE.

These Terms of Service (the "Agreement") are entered into by and between the client ("you", "your", "the credit card holder", "the authorized signer" or "the passenger") and Phoenix Limo Corp ("us", "we", "our", "Phoenix Limo Corp") or its affiliates as defined in Exhibit A of this Agreement. The Agreement sets forth the terms and conditions under which you agree to use the Service, and under which we agree to provide the Service to you.

1. Acceptance and Term of Agreement

You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of an online reservation; (b) your submission of a faxed reservation; (c) your submission of a telephone reservation, (d) your failure to cancel any reservation within 6 hours of reservation time.

1.1 Effective Date and Term. This Agreement goes into effect upon your acceptance of this Agreement as set forth in Paragraph 1.1 and shall continue until terminated by either party as permitted by this Agreement. In the event you modify your reservation your fare may change; otherwise, the terms of this Agreement will remain in effect unless otherwise provided.

2. Definition of Service

2.1 For purposes of this Agreement, the term "Service" shall mean the transportation service, including courier services and additional services provided by Phoenix Limo Corp. applicable to your reservation.

2.2 Changes to Service. We reserve the right to change any additional services offered as part of the Service at any time with or without notice to you.

3. Authorized User, Use, and Responsibilities.

3.1 You acknowledge that you are eighteen (18) years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that Phoenix Limo Corp. relies on the information you supply and that providing false or incorrect information may result in Service provisioning or delays or the suspension or termination of your Service. You agree to promptly notify Phoenix Limo Corp whenever your personal or billing information changes (including for example, your name, address, telephone number, and credit card number and expiration date).

3.2 You agree that you are responsible for all use on your account, including any secondary accounts or sub-accounts registered to your primary account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account, or any secondary accounts, with or without your permission.

4. PRIVACY POLICY

Phoenix Limo Corp will treat your personal information in accordance with its current Privacy Policy, subject to change from time to time, which is posted on the Website under Policies. You agree to the terms of the Privacy Policy, which describes Phoenix Limo Corp's use and disclosure information about your account and your use of the Service.

5. ACCEPTABLE USE POLICY

You agree to comply with the terms of the Acceptable Use Policy, which is attached hereto as Attachment A and which also may be found posted on the Website under the Policies Section.

6. REVISIONS

We may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to the Website under Policies/Announcements. You agree to visit these pages periodically to be aware of and review any such revisions. Increases to the price of the Service (excluding other charges as detailed in Paragraphs 12.1 shall be effective thirty (30) days after posting; revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and to abide by them. If you do not agree to the revision(s), you must terminate your account immediately.

7. AVAILABILITY OF SERVICE

7.1 The Service you select may not be available in all areas or may not be available at the rates generally marketed.



7.2 Phoenix Limo Corp, or its affiliates may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities.

8. PRICING AND PAYMENT

8.1 Prices and Fees. You agree to pay the fees and charges applicable to your selected Service(s). You also agree to pay all other charges, including but not limited to a) applicable taxes, b) surcharges, c) recovery fees and d) other non-recurring charges. Surcharges and recovery fees are not taxes and are not required by law, but are set by Phoenix Limo Corp. The amounts and what is included in such charges are subject to change. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest, and charges due to insufficient credit or insufficient funds. Other non-recurring fees, if applicable, will be included in your bill, cash due on arrival at destination or total credit, or debit card charge. Phoenix Limo Corp, or its agent will bill you directly, or bill your credit card, as you request and as approved by Phoenix Limo Corp. Payment will be accepted in the form of cash, credit or debit card, traveler's check or money order only.

8.2 Hotel and Company Reservations. You agree to pay the fees and charges for any reservation made on your behalf by any hotel front desk personnel, company secretary, personal assistant, travel agent or any entity authorized to book a reservation on your behalf.

8.3 Effect of Changes to Your Reservation. Changes to your Reservation will be effective immediately and may result in a higher charge to you directly, or your credit card.

8.4 Discontinuation of Service for Nonpayment. Service to you may be denied or discontinued without notice at any time in the event the placement of reservation charges are denied by your credit card provider, your credit card provider discontinues providing credit to you for any reason, or you fail to make payment when due or provide us with a new credit card expiration date before the existing one expires.

8.5 Late Fees. If any portion of your bill is not paid by the due date, Phoenix Limo Corp may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. In the event Phoenix Limo Corp utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.

8.6 Tolls. Whether you are traveling a short distance, or long distance, you are responsible for all round trip tolls required for our vehicle to travel from your location, to your destination and back to our office.

8.7 You are limited to taking advantage of no more than one special pricing promotion during any twelve (12) month period.

8.8 You have the option to change, or cancel, your reservation within 6 hours by notifying us.

8.9 The waiver of any fees or charges lies solely in the discretion of Phoenix Limo Corp.

9. RESPONSIBILITIES FOR RESERVATIONS AND OPERATIONS

Phoenix Limo Corp will endeavor to carry you and your luggage with reasonable dispatch, but fares shown at hotels or elsewhere are not guaranteed and form no part of this contract. Phoenix Limo Corp may, without notice, substitute alternate carriers or vehicles. Fares are subject to change without notice. Phoenix Limo Corp is not responsible for or liable for failure to make connections, or to operate any vehicle, or for a change of any vehicle. Under no circumstances shall Phoenix Limo Corp be liable for any special, incidental or consequential damages arising from the foregoing.

10. FORCE MAJEURE EVENTS

Phoenix Limo Corp. may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone or delay any vehicle or the right of carriage or reservation of traffic accommodations without liability except to issue an involuntary refund.

Force Majeure Event Means

1. Any condition beyond Phoenix Limo Corp's control including, but without limitation, meteorological conditions, acts of God, riots, civil commotion, hostilities or disturbances. Also, because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions, or
2. Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Phoenix Limo Corp's service, or
3. Any government regulation, demand or requirement, or
4. Any shortage of labor, fuel or facilities of Phoenix Limo Corp's or others, or
5. Any fact not reasonably foreseen, anticipated or predicted by Phoenix Limo Corp.

11. Luggage

Liability

Phoenix Limo Corp assumes no responsibility for loss or damage to luggage.

Phoenix Limo Corp assumes no liability for minor damage such as scratches scuffs, stains, dents, cuts and dirt resulting from normal wear and tear.



Phoenix Limo Corp assumes no liability for articles carried in the trunk of the vehicle.

Phoenix Limo Corp assumes no liability for musical instruments not presented in a hard-sided case.

Phoenix Limo Corp assumes no liability for damage to contents if the outside of the hard sided case is not damaged.

Phoenix Limo Corp assumes no responsibility for damage to or loss of protruding baggage parts such as wheels, straps, pocket(s), pull handles, hanger hooks or other items attached to the baggage.

Phoenix Limo Corp assumes no liability for any indirect, consequential, incidental, punitive or special damages resulting from loss or damage of luggage, including, without limitation, damages for lost revenue or profits, loss of use or business interruption.

12. Live Animals

Pets will only be accepted when confined in a secure travel container, subject to additional charges.

13. ACCEPTANCE OF PASSENGERS

13.1 Refusal to transport. Phoenix Limo Corp may refuse to transport you, or may remove you from our vehicle at any point, for one or several reasons, including but not limited to the following:

1. Compliance with government requisition of space
2. Action necessary or advisable due to weather, or other conditions beyond Phoenix Limo Corp's control
3. Refusal to produce positive identification upon request.
4. Your physical or mental condition is such that in our sole opinion, you are rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant.
5. Your conduct is disorderly, abusive or violent, or you
 - a. Appear to be intoxicated or under the influence of drugs,
 - b. Attempt to interfere with the driver
 - c. Refuse to obey instructions from the driver
 - d. Have an offensive odor not caused by a disability or illness,
 - e. Are clothed in a manner that would cause discomfort or offense to other passengers
 - f. Are barefoot, or
 - g. Engage in any action, voluntary or involuntary, that might jeopardize the safety of the vehicle or any of its occupants.
 - h. Refusal to pay fare quoted by dispatch before departure, while you are inside our vehicle.

13.2 Refusal to transport by reason of fraudulent, stolen or declined credit and debit cards. Phoenix Limo Corp requires credit card transactions to be processed on the day of transport when you have been picked up by our, or our affiliates, vehicle and before you are taken to your destination. Your credit, or debit, card will be charged for sufficient funds needed to pay for service. If your credit, or debit, card is declined for any reason, you will be required to pay for the service with an alternate credit, or debit card and present the driver with photo identification. If for any reason your alternate credit, or debit card is declined, you will be required to pay for the service with cash in full before our vehicle will be moved from your pick up location. If any credit card is reported stolen, you will be immediately taken to the local authorities.

13.3 Refusal to transport by reason of insufficient cash. Passengers who elect to pay cash upon arrival at your destination and find that you have insufficient cash to pay for your trip shall be required to pay by an alternate method of payment such as credit, or debit card following the guidelines outlined in Section 13.2 of the Agreement. If you do not have an alternate method of payment, the local authorities will be called and you will be taken back to your pick up location.

14. TERMINATION OR SUSPENSION OF SERVICE

14.1 Termination of Service

14.1.1 Termination and/or Suspension by Phoenix Limo Corp. Without prejudice to any other rights that Phoenix Limo Corp may have, Phoenix Limo Corp reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide the Service or any part thereof to any user or group of users, without prior notice and for any reason or no reason. In the event you or Phoenix Limo Corp terminate this Agreement, you must immediately stop using the service.