

1 - Statement of Acceptance of our TERMS and CONDITIONS:

By accessing, reserving, or using our services or website, you agree and consent to be bound by the terms and provisions of this agreement.

Furthermore, by using these particular services, you will be subject to any applicable rule or usage guide that has been posted for such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to comply with the above, please do not use it.

1.1 - Definitions:

The following definitions shall apply to the terms and conditions set forth below that shall govern this transportation contract:

- "we," "our," "the company," and "Exclusivan" refer to Exclusivan Passenger Transport Corp, its subsidiaries, affiliates, linked to Exclusivan or group companies and their respective employees, agents, and subcontractors of Exclusivan.
- "you," "your (s)," and "representative" refer to the client, the person who is legally responsible for all representation of the group or collective with whom they have decided to travel.
- "transportation" refers to all operations and services performed by us.
- "services" refers to the transportation services themselves, the main object of the contract.
- "other services" refers to those services that are not directly transportation services performed by us, such as online billing and advertising.
- "prohibited items" refers to materials that are prohibited by US or Florida law, rule, or regulation, such as any type of narcotics and firearms, even if

permitted to carry them.

2 - Services:

Our company provides van transportation services for passengers in the state of Florida.

- Wedding and special holiday event transportation
- Athlete transportation
- Excursion and tourism travel transportation
- Transportation for children and students
- Transportation for people with special needs
- Tours and shopping travel transportation
- Festival and sporting event transportation
- Business transfer transportation
- Weekend excursion transportation
- Medical transfer transportation
- Funeral event transportation
- Religious event transportation
- Transportation for schools, art institutions, and companies.
- East to Golf trips

If the transportation service you wish to hire does not appear on the list, please feel free to contact us.

All of our vehicles are subject to regular inspections to ensure the safety of our passengers.

3 - Reservations:

An advance reservation is required to guarantee the availability of the service. Reservations can be made by phone, email, or online through our website.

3.1 - Deposit: A deposit of between 20% and 50% is required at the time of

booking, which will be determined based on your trip. The deposit can be paid by credit or debit card, Apple Pay, Google Pay, or cash if an Exclusivan representative is available to attend to your request in person.

3.2 - Cancellations: Cancellations must be made at least 7 days before the start of the service with a written request to any of EXCLUSIVAN's official means of communication to receive a full refund of the deposit. Cancellations made less than 7 days prior to the trip **WILL NOT BE REFUNDED**.

The **REFUND** of the money will be made to the same account from which the client made the payment.

If it was with our partner **STRIPE**, it may take between 5 and 10 business days to be reflected in your account regularly, but to have updated information you can search your documentation below:

<https://stripe.com/docs/refunds?locale=es-419#tracing-refunds>

For **Zelle Refunds**, the time it takes to be reflected in the client's account is approximately 24 hours, depending on the process between the EXCLUSIVAN banks and the client.

Cash REFUNDS will only be delivered to the same person who made the payment, within a period not exceeding 72 hours.

3.3 - Changes to the reservation: Changes to the reservation must be made at least 24 hours in advance before completing the second confirmation payment for the previously agreed upon trip and will be subject to availability of the service. Changes to the reservation made with less than 24 hours' notice cannot be guaranteed.

a-What is considered a change to the reservation?

- Change in the number of passengers traveling on the trip.
- Changes to the schedule.
- Change of pickup location.
- Change of destination location.
- Stops.
- Driver's waiting time if applicable.

3.4 - Arrival time: Customers are recommended to be ready and waiting at the designated pickup location at least 15 minutes before the start time of the service.

If the Exclusivan vehicle driver has to wait for the client beyond the established pickup time, the corresponding fee will be charged.

a-Late fees:

- For the first 10 minutes, an additional amount of \$50 USD.
- From 10 to 30 minutes, an additional amount of \$140 USD.
- From 30 minutes onwards, an additional amount of \$250 USD per hour will be charged.

Punctuality is one of the main pillars of our work, therefore, these fees will also be applied to Exclusivan to pay you in case the delay is due to our fault.

You can always cancel the service and the additional fee counter for the delay will stop. You will not be refunded money for the service and you will also be charged for the additional time of the delay.

If the service is canceled by Exclusivan due to extreme necessity or urgency, only using the corresponding means such as email admin@exclusivan.com, we will give you a total refund of your trip money plus the accumulated amount for the delay until the cancellation (time of our email leaving our servers).

3.5 - Additional fees:

We charge additional fees loaded to the card used for payment, for various aspects described below that may occur during the trip (from the moment the vehicle driver leaves the EXCLUSIVAN facilities)

- *Late fees.* (Described in section 3.4 of this document)
- *Fee for route change or deviation during service due to customer decisions.* (Price previously discussed with the driver or Exclusivan administration)
- *Fee for damage to transportation, including all objects and materials inside.* (The price of the object or repair cost in the market, at the discretion of the Exclusivan administration, plus a fine of \$200 USD)
- *Fee for excessive cleaning of the vehicle.* (Penalty of \$280 USD for spilling drinks, food, or any substance or chemical that leaves stains or is difficult to clean while it is possible to clean it. If it cannot be cleaned, the fee in item (c) will be charged.)

3.6 - Customer Behavior:

Customers are expected to behave appropriately during the service and respect the driver and the vehicle. Alcohol or drug consumption and smoking in the vehicle are strictly prohibited.

The driver has the authority, backed by Exclusivan, to deny service to a person who is under the influence of narcotics or anyone exhibiting aggressive behavior.

In the event that EXCLUSIVAN denies service to a customer for one of the reasons described above, the customer will only be refunded 50% of the total amount paid for the service.

4 - Payments:

Payment must be made in full before the start of the trip, by completing the difference between the deposit (20% or 50%) and the previously agreed total (X).

4.1 - Payment Methods:

We accept cash, credit card, debit card, Apple Pay, Google Pay...

We handle payment methods through our partner STRIPE.

4.2 - Security of Your Payments and Financial Data:

Stripe is a secure platform for processing online payments. Stripe is a leading company in the online payments market and is widely used by businesses worldwide to process transactions securely and efficiently.

Stripe uses a variety of security measures to protect its customers' payment information. These measures include data encryption, user identity verification, and fraud protection. Stripe also complies with Payment Card Industry (PCI) security standards and uses additional security measures to ensure the integrity of customers' data.

In addition, Stripe has a team of security experts dedicated to monitoring the platform and protecting it against security threats. They are always updating their systems to stay up-to-date with the latest security threats and ensure the protection of customers' data.

Please read the terms, conditions, and privacy policy of the Stripe platform on their website.

<https://stripe.com/privacy>

Exclusivan only keeps your basic information to ensure good service and

communication.

4.3 - Cancel or Change Reservation:

Please refer to section number **3 RESERVATIONS**.

5 - Security:

The safety of our passengers is our top priority. All of our drivers are properly licensed and trained to drive passenger vehicles. In addition, our vehicles are equipped with seat belts and child restraint systems.

However, by using our transportation services, passengers assume certain risks and accept that we cannot be held responsible for any injury, damage, or loss they may suffer during the trip.

Passengers must follow all instructions from the driver and take necessary precautions to maintain their safety during the trip. This may include wearing a seat belt, observing traffic rules, and paying attention to road conditions.

Furthermore, passengers should understand that we cannot be held responsible for circumstances beyond our control, such as traffic accidents, adverse weather conditions, road closures, acts of vandalism, among others.

Each person is responsible for their own safety, and in the case of minors under 21 years of age, the responsibility will fall on their parents, legal guardian, or the person in charge of the trip who made the reservation.

EXCLUSIVAN is not responsible for any damage, although we try to prevent it from happening.

6 - Liability:

We are not responsible for the loss or damage of personal or valuable items during the use of our transportation services. Passengers are responsible for keeping their personal and valuable items with them at all times and ensuring they are properly secured.

While we take measures to ensure our drivers are reliable and trustworthy, we cannot be held responsible for the conduct of third parties. Passengers should take measures to protect their personal and valuable items during the trip, such as ensuring they are closed and securely stored.

In the event that a passenger discovers they have lost a personal or valuable item, we will do everything possible to assist in the search and recovery of the item. However, we cannot guarantee that the lost item will be found or recovered.

Regarding Exclusivan's liability for other damages, please refer to section number **5 - SECURITY**.

7 - Passenger Conduct:

We expect all passengers to maintain appropriate conduct during the trip to ensure the safety and comfort of all passengers. The following behaviors are strictly prohibited in our vans and may result in immediate expulsion of the passenger:

Consumption of alcohol or illegal drugs in the van.

Smoking in the van.

Violent, threatening, abusive, or disruptive behavior towards other passengers, the driver, or other people on the road.

Damaging or vandalizing the van or its equipment.

Passengers must follow all driver instructions at all times and must comply with traffic rules and local laws. Additionally, passengers must respect the agreed-upon schedule and be ready to board the van at the indicated time.

We reserve the right to deny service to any group or passenger who does

not comply with these rules and will not offer refunds in such cases.

8 - Changes to Terms and Conditions:

We reserve the right to modify or update these terms and conditions at any time without prior notice to users. Any change or update to these terms and conditions will be effective immediately upon publication on our website or document.

It is the responsibility of users to regularly review these terms and conditions to stay informed about any changes or updates before hiring our services.

The continued use of our services after any change or update to the terms and conditions will constitute your acceptance of such changes or updates.

We will not be liable for any loss or damage arising from the use of our services in connection with any change or update to these terms and conditions.

9 - Jurisdiction and Applicable Law:

This agreement and any dispute related to our transport services shall be governed and interpreted in accordance with the laws of the State of Florida, without giving effect to any provision on conflict of laws.

Any dispute or claim related to our transport services shall be exclusively resolved by state or federal courts located in Miami-Dade County, Florida. Users accept the personal and exclusive jurisdiction of such courts.

10 - Liability insurance:

Our company has liability insurance to protect our clients and cover any damages that may arise during the use of our transportation services. This insurance meets the legal and regulatory requirements established by the

State of Florida.

In the event of an accident or injury during the use of our services, our clients can file an insurance claim to cover the costs associated with any injury or property damage. However, clients are responsible for any damage caused by their own negligence or failure to comply with our safety policies.

It is important to note that our liability insurance does not cover the loss or damage of personal or valuable items that are in the vehicle during the use of our services.

11 - Authorization to transport minors:

YOU AGREE TO THE FOLLOWING AGREEMENT WHEN RECEIVING OUR SERVICES

I understand that my child(ren) or the minor(s) under my care will participate in a transportation service provided by the transportation company EXCLUSIVAN. As a parent/legal guardian, I have the responsibility and obligation to ensure the safety and well-being of the minors under my care at all times.

I authorize EXCLUSIVAN to transport my child(ren) or the minor(s) under my care and assume all responsibility for any injury, loss, damage, or accident that may occur during the use of the transportation service provided by the company.

I certify that the minors under my care will be under my direct supervision or that of an authorized adult at all times during the use of the transportation service provided by the company.

I acknowledge that the transportation company is not responsible for the supervision of the minors under my care while they are outside the company's vehicle, and I agree to make arrangements for the minors to be

picked up by an authorized adult at the agreed-upon destination.

12 - Copyright and intellectual property:

I understand that any photographs or videos taken by the transportation company during my use of the transportation service may be used for advertising, promotion, or to improve the services offered by EXCLUSIVAN. Therefore, I authorize EXCLUSIVAN and its representatives to use any photographs or videos taken of me or my property during the use of the transportation service.

In addition, I understand that any photographs or videos taken by the transportation company during my use of the transportation service are the property of the transportation company and are protected by copyright and intellectual property laws. Therefore, I waive any right to compensation, ownership, or royalty in connection with any use of photographs or videos taken during the use of the transportation service.

13 - Personal data protection:

EXCLUSIVAN is committed to protecting the personal data of its users and only using it to improve advertising and the services offered. At no time will the personal data obtained be sold, transferred, or disclosed to third parties without the proper authorization of the users.

EXCLUSIVAN reserves the right to share the personal data obtained with social media platforms with their own privacy policies in order to improve the services offered and advertising. However, EXCLUSIVAN is not responsible for how these social media platforms use the personal data of users, as each platform has its own privacy policies.

Users can exercise their rights of access, rectification, cancellation, and opposition to the processing of their personal data in accordance with applicable legislation at any time. To do so, they must send a written request to the address provided in the contact section on the company's

website.

Or to the following email admin@exclusivan.com

14 - Indemnity:

Passengers agree to indemnify and hold harmless EXCLUSIVAN company and its employees, agents, affiliates, and/or contractors from any loss, liability, damage, cost, or expense, including reasonable attorneys' fees, arising from the use of the company's transportation services.

EXCLUSIVAN is not responsible for personal injury, property damage, or loss that may arise during the use of its services. Passengers agree to use the transportation services at their own risk and responsibility.

In the event that a third party presents any claim or demand against EXCLUSIVAN, its employees, agents, affiliates, and/or contractors arising from the use of the services by the passengers, the passengers agree to indemnify and hold harmless the transportation company from any loss, liability, damage, cost, or expense, including reasonable attorneys' fees, arising from such claim or demand.

15 - Contact Information:

Company Name and Mailing Address:

Exclusivan Passenger Transport Corp
16012 NW 44TH CT
MIAMI GARDENS, FL 33054

Email:

admin@exclusivan.com

Phone Number:

+17865326615

Website:

exclusivan.com

Customer Service Hours:

24/7

Response Policy:

Less than 24 hours to respond.

Social Media:

Instagram, Facebook

Physical Mailing Address:

16012 NW 44TH CT
MIAMI GARDENS, FL 33054