# **Terms & Conditions**

Your access to and use of the Westlake Limousine Website (the "Site") is subject to the following terms and conditions ("Terms and Conditions") and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms and Conditions and acknowledge that any other agreements between you and Westlake Limousine are superseded and of no force or effect.

#### 1. Terms and Conditions:

- Changes and cancellations require 24 hours advance notice on- line or can be made within 2 hours (nationwide) by calling Westlake Limousine at (818) 381 0094.
- Westlake Limousine monitors all commercial airline arrivals. A 30-minute grace period
  is allowed on all domestic arrivals and 60 minutes on all international arrivals. After
  the grace period, waiting time charges will apply. Waiting time charges are accrued in
  quarter hour increments, based on the vehicle's hourly rate.
- A 15-minute grace period is allowed on pick-ups other than at an airport. After the grace period, waiting time charges will apply. Waiting time charges are accrued in quarter hour increments, based on the vehicle's hourly rate.
- Full fare (including a 20% gratuity) will be billed for late cancellations. If you cannot locate your driver please call Westlake Limousine at (818) 381 - 0094. To avoid being billed as a no-show, we advise you not to leave your location without contacting Westlake Limousine.
- Rates are subject to change without notice. Westlake Limousine is not responsible for services delayed or not rendered due to weather or other circumstances beyond its control.
- RATE ESTIMATE The rate presented to you prior to your trip is an initial estimate of the cost of service as reserved. Wait time, taxes, extra stops or additional services may change your rate.

#### 2. Use of Personal Data.

Westlake Limousine Chauffeured Services ("Westlake Limo") takes your privacy very seriously and understands the importance of knowing how your personal information is being used and shared. For more information See Privacy Policy.

### 3. Copyrights, Trademarks and Ownership.

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### 4. Disclaimers of Warranties and Liability.

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### 5. Secure and Lawful Use.

You agree to comply with and abide by any security measures or systems implemented from time to time by Westlake Limousine in connection with the Site, including but not limited to passwords or encryption mechanisms (such as digital certificates). As a condition of your use of the Site, you also warrant to Westlake Limousine that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any materials that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Westlake Limousine will fully cooperate with any law enforcement

authorities or court order requesting or directing Westlake Limousine to disclose the identity of anyone posting such information or materials.

## 6. Informational Hyperlinks.

The Site may contain hyperlinks to websites operated by parties other than Westlake Limousine. Such hyperlinks are provided for your reference only.

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#### 7. Software Available on the Site.

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#### 8. Use of Westlake Limousine's Customer Online Services.

The Site is provided solely for assisting Westlake Limousine' customers in making legitimate reservations, retrieving online ride receipts or otherwise transacting business with Westlake Limousine, and for no other purposes. You agree to be financially responsible for all of your use of the Site (as well as for use of your account by others, including without limitation, minors living with you). You agree to supervise all usage by minors of the Site under your name or account. You also warrant that all information supplied by you or members of your household in using the Site is true and accurate. You understand that overuse or abuse of the reservation request facilities of the Site may result in your being denied access to such facilities.

### 9. General.

This agreement is governed by the laws of the State of New Jersey, U.S.A., without regard to principals of conflicts of law. You hereby consent to the exclusive jurisdiction and venue of courts in Los Angeles County, California, U.S.A., in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provision of these Terms and Conditions, including without limitation this paragraph.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This agreement constitutes the entire agreement between the customer and Westlake Limousine with respect to the Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Westlake Limousine with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.

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