Please read these terms of service (“Terms”) carefully as they contain important information regarding your legal rights, remedies, and obligations regarding the services offered by Let Me Chauffeur, LLC (the “Company”). This agreement sets forth the legally binding terms and conditions for your use of the Company’s website and for your use of the referral service provide by the Company (Collectively, the “Site”).

The Company provides a referral service acting as an intermediary between passengers and third-party drivers.  The Company does not provide automobiles, employ drivers, or provide transportation services.

Any decision by a user to offer or accept transportation services once such user is linked through the site is a decision made in such user’s sole discretion. The Company has no responsibility or liability for any transportation services voluntarily provided to any passenger by any third-party driver using the site.

Drivers are independent contractors and are not employees of the Company.

You hereby acknowledge that you are receiving only referral services from the Company and that each driver to whom you are referred is an independent contractor and is not an employee of the Company.

You and the Company agree that this relationship does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the driver and the Company.

You also acknowledge that any driver to whom you are referred is not authorized to commit the Company to any agreements beyond this agreement.

Use of our referral service

The Site provides a transportation referral service though which persons who seek transportation for themselves and their vehicles (each a “Passenger”) may request and be matched with a driver registered with the Company (each a “Driver”) to pick up Passenger at a designated location and drive Passenger to designated locations in a Passenger’s own vehicle (the “Passenger Vehicle”), (collectively, the “Services”).

By registering as a customer on the Site, you (referred to herein as ‘you’, ‘User’, or ‘Passenger’) are agreeing to the following Terms. These Terms constitute a binding contract between you and the Company. These Terms apply to all users of the Site including, without limitation, users who are vendors, customers, merchants, contributors of content, information and other materials or services on or through the Site. These terms are effective as of the date of your booking and will continue as long as you are a User of the Site, provided, however, that Company may cancel your account and terminate your membership at any time and for any reason or no reason at all. Any reference to “we” “us” or “our” shall refer solely to the Company.

The Company is the owner and operator of the Site and reserves the right to modify the terms and conditions of the Terms or its policies relating to the Site at any time, effective upon posting of an updated version of these Terms on the Site. You are responsible for regularly reviewing these Terms. Continued use of the Site after any such changes shall constitute your consent to such changes.

Disclaimer and release

You expressly understand and agree that your use of the services and the site is at your sole risk. You are willing to personally bear any risks related to your use of the services, assuming full responsibility for any harm or damage that may result. All services are provided on an “As is, where is” basis. The Company expressly disclaims all warranties, guarantees, and conditions of any kind whether express or implied. Rider acknowledges that in exchange for receipt of the services, rider hereby: (1) releases the Company, its members, for any injury, including death or property damage that may occur in connection with the services; and (2) agrees not to initiate any legal proceedings against the Company, its members, managers, employees, agents with respect to any such claims or damages.

Eligibility

You may use the Site only if you can form a binding contract with the Company, and only in compliance with these Terms and all applicable local, state, federal, and international laws, rules and regulations. Any use or access to the Site by anyone under 18 is strictly prohibited and in violation of these terms. The Site is not available to or authorized for use by any users previously removed from the Site by the Company, any users or persons acting on behalf of an organization or entity and not in his or her personal or individual capacity, or any users accessing the Site for any purpose other than to seek to participate in an actual ride for personal purposes, unless specifically authorized by the Company (collectively “Unauthorized Users”). Unauthorized Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the Site. Any such unauthorized use is strictly forbidden and shall constitute a violation of federal and applicable state and local laws.

Limited license

Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Site for personal, noncommercial use only and as permitted by the features of the Service and applicable law, including but not limited to state rideshare and carpool exemptions.  The Company reserves all rights not expressly granted herein in the Service and the Site Content (as defined below). The Company may terminate this license at any time for any reason or no reason.

Site content

Except for your User Content, the Site and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, intellectual property, photographs, audio, videos, music, and User Content belonging to other Users (the “Site Content”), and all intellectual property rights related thereto, are the exclusive property of the Company and its licensors (including other Users who post User Content to the Site). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Site Content. Use of the Site Content for any purpose not expressly permitted by these Terms is strictly prohibited.

Feedback

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Site or our Services (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the Company under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, the Company does not waive any rights to use similar or related ideas previously known to the Company, or developed by its employees, or obtained from sources other than you.

Online payment

By creating an online account on the Site and/or entering into an online payment system with the Company, you will receive a password and account designation for access to an online account. You will be solely responsible for maintaining the confidentiality of the online account and its password and are solely responsible for any and all activities that occur under your account.

As an account holder, you agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you always exit from your account at the end of each session. You agree that the Company cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

You acknowledge, consent and agree that the Company may access, preserve and disclose your account information if, in our sole discretion, we believe doing so is in any manner necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any online content that violates the legal rights or obligations of third parties with whom we contract; (d) respond to your requests for customer service; or (e) protect the rights, property and personal safety of the Company, its Users and the public.

The Company expressly reserves the right to immediately modify, suspend or terminate your account and refuse current or future use of our online services and referral services. Reasons for doing so include, but are not limited to, instances in which the Company believes in its sole discretion, you have: (i) violated or tried to violate the legal rights of others to use the services of and/or associate with the Company; or (ii) have violated these Terms. You hereby agree that, under these Terms, the Company is not required to give you any prior notice of termination of your account and referrals.

By creating an online account, you acknowledge and understand that the software that embodies the Site may include security components that allow us to protect, record, and preserve data that is utilized by operation of the software. By using any software made available through the Site, you agree that you shall not attempt to override or circumvent any such protective, recording, or preservation measures, including but not limited to the usage rules embedded in the software.

Passenger covenants

Passenger covenants and agrees to:

•Allow Drivers to drive the Passenger Vehicle for the purposes set forth in these Terms;

•That Driver’s use of the Passenger Vehicle as a ‘Permissive Use’ that is covered under the Passenger’s insurance policy;

•Obey all civil and criminal laws, including but not limited to seat belt and open container laws;

•Avoid all unnecessary and/or inappropriate physical contact with the Drivers, before, during and after the pick-up, transport, and drop-off;

•Pay any expenses required to get the Passenger Vehicle safely to the designated drop-off location, including but not limited to: (i) fuel costs if the Driver, in his or her sole discretion, concludes that, based on the Passenger Vehicle’s fuel gauge reading, the Passenger Vehicle has insufficient fuel to reach the designated drop-off location; (ii) towing or other emergency roadside expenses resulting from mechanical failure of the Passenger Vehicle; (iii) tolls; and (iv) parking fees;

•Allow the Company or any Driver to seek emergency medical care in the event Passenger or any other passenger is injured or becomes ill during transport from the pick-up location to the drop-off location;

•Allow the Company or any Driver to leave the Passenger Vehicle locked and parked in the hospital or urgent care parking lot in the event of an emergency; keys will be retained by the Driver until such time as Passenger or a family member or other authorized person authorizes their release;

•Allow, in the case of an emergency (as the Company or any Driver may determine necessary), the Company or any Driver to contact the emergency contact person identified by Passenger; and

Passenger vehicle representations

Passenger represents and warrants that as of each date on which Passenger requests Services:

•The Passenger Vehicle to be operated by the Driver has been registered with the Company in the manner that the Company requires;

•Passenger is authorized, without restriction, notice, consent or permission, to request the Services and to allow the Drivers to operate the Passenger Vehicle as contemplated in these Terms and elsewhere on the Site;

•Passenger is the rightful owner or lessee, as applicable, of the Passenger Vehicle;

•The Passenger Vehicle’s registration and insurance are current, a copy of the registration and insurance certificate will be in the vehicle, and the Passenger Vehicle is covered by a fully comprehensive insurance policy under which the Drivers are covered;

•The Passenger Vehicle is maintained in good working condition and in compliance with applicable laws and has no defects or conditions that may cause the Passenger Vehicle to be unfit or unsafe to drive;

•No contraband, substance, or other items that are illegal for public transport (including, without limitation, firearms or other weapons, explosives, alcohol, drugs or drug paraphernalia and stolen property) are within the Passenger Vehicle;

•The Passenger Vehicle will have sufficient fuel to reach the designated drop-off location; and

•Passenger carries automobile insurance providing property damage, collision, and comprehensive coverage, that there are no driver restrictions in Passenger’s insurance policies and that such policies are in full force and effect at the time that the Driver is providing services to Passenger.

Payment

The Company shall charge you for the transportation services provided to you by the Driver on behalf of the Driver. You agree that you will pay for all transportation services you purchase from the Driver, and that the Company may charge your credit card account as provided by you when registering for the Service for the transportation services that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing the Company with a valid credit card account for payment of all fees at all times. Any payment made is non-refundable.

The Company uses a third-party payment processor (the “Payment Processor”) to link your credit card account to the Service. The processing of payments or credits, as applicable, in connection with your use of the Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms. The Company is not responsible for any errors by the Payment Processor.

The rates that apply for the Services by the Driver can be found on the Site. The Company reserves the right to adjust, at any time, the fees for its Services. Passenger understands that the Company’s services are available on a first come first serve basis and may not be available when a Passenger requires such service unless booked in advance. In addition, Passenger understands that on occasion, due to the nature of the Service, it may take longer than anticipated for a Driver to get to your location. There may be occasions when a deviation from the original booking arrangements could occur due to unforeseen circumstances. In such cases, Passenger agrees to hold the Company harmless for any situation or circumstances that may arise as a result of any such delay.

Refund policy

All payments for Services are non-refundable and there are no refunds or credits for unused or partially used Services or Service cancellations.

Assumption of risk

Passenger is aware and acknowledges that the use of the Services involves an inherent risk of injury, death, and property damage to Passenger and Passenger’s guest and invitees. In addition to the inherent risks involved in the operation of an automobile in the possession and control of Passenger on public and private roadways, Passenger is aware of the risks of injury, death, and property damage that may result from, among other causes, the active or passive negligence of a Driver and the Company and its and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees, including, without limitation, the risk of negligent instruction or supervision. Passenger voluntarily agrees to assume all risks of injury, death, and property damage to Passenger and any and all passengers of the vehicle operated by a Driver and Passenger waives any and all claims or actions that Passenger may have against a Driver and the Company and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees.

Limitation of liability

Your use of The Site and/or any Services is at your own risk. The Site and Services are provided on an “as is” basis without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

The Company and its agents, successors, officers, employees, members, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees will not be liable for any direct, indirect, or consequential loss or damage whatsoever arising out of or in connection with the use of the site and/or services.

Passenger releases the Company and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees (collectively, the “Released Parties”) from all liability to Passenger and Passenger’s principals, employees, agents, representatives, guardians, successors, assigns, heirs, guests, invitees children, and next of kin for all liability, claims, damage, or demands for personal injury, death, or property damage, arising from or related to these Terms or to the Services provided by Released Parties, regardless of where the injury, death, or property damage occurs. This release includes, without limitation, any personal injury, death, or property damage caused by the active or passive negligence of any of the Released Parties.

Passenger expressly understands and agrees that passenger bears sole responsibility for any loss. Notwithstanding the foregoing, in no event shall the Company assume liability under this agreement, whether arising from contract, warranty, negligence, tort or otherwise, exceed the aggregate amounts paid to the Company by passenger for the services that are the subject of the claim over the three (3) month period immediately preceding the event that gave rise to such claim.

Indemnification by passenger

Passenger agrees to indemnify, defend and hold harmless the Company and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including without limitation reasonable attorneys’ fees (collectively, “Claims”) relating to or arising out of or in connection with: (i) the transportation of Passenger by any Driver and any and all Services provided to Passenger by the Company and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees; (ii) the breach of any of the representations and warranties of Passenger contained in these Terms; and (iii) the breach of any covenant or agreement of Passenger under these Terms.

Reservation of rights

If we believe, in our sole discretion, that a violation of these Terms has occurred, we may take any corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms, including without limitation any violation arising from any user information. We may seek to gather information from a user who is suspected of violating these Terms (or from any other user) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any information, emails, or other materials that are believed to violate these Terms.

Intellectual property

You acknowledge and agree that the Company exclusively owns all rights, title and interest in and to the information and content provided through the Site and all proprietary rights in the information. Reproduction, distribution, and transmission of any information obtained from the Site is strictly prohibited, except with prior written permission from the Company. You also may not republish, post, transmit or distribute any content without our consent. You further agree not to create abstracts from or scrape our content for use on another website or service.

Governing law; venue

All matters relating to these Terms or your access to and use of the Service, shall be governed by and decided in accordance with the Laws of the State of New York, without regard to any conflicts of laws and principles thereof. You hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Suffolk County, New York, and agree that all actions or proceedings relating to the Site, the Service and these Term shall be litigated in such courts, and you hereby waive any objection which it may have based on improper venue or forum non convenience to the conduct of any such action or proceeding in such court.

Severability

In the event any provision of these Terms is held to be invalid or unenforceable; the remaining provisions of these Terms shall remain in full force and effect.

Time to bring claims

You agree that any claim or cause of action arising out of, or related to the use of, the Service or these Terms must be filed within three (3) months after such claim or cause of action arose or be forever barred.

Survival

All terms and provisions hereof which should by their nature survive the termination shall so survive, including without limitation, those Sections relating to Limitations of Liability, Indemnification, Disclaimer of Warranties, Passenger Warranties, Intellectual Property.

Assignment

These Terms are personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate these Terms shall be null and void. We may freely assign these Terms without consent or notice.

Enforceability

You hereby affirm that you are of sound mind and body to enter these Terms, are able to understand it, and hereby waive any defense to the enforceability of these Terms, including intoxication.

General

The failure of a party to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. The relationship of the parties under these Terms is that of independent contractors, and these Terms will not be construed to imply that either party is the agent, employee, or joint venturer of the other.