Terms and Conditions

1. Introduction

These Terms and Conditions ("Agreement") govern the use of limousine services provided by PTK Auto LLC ("Service Provider," "we," or "our"). By booking our services, you ("Client" or "you") agree to the following terms. PTK Auto LLC operates both through its own employees and a network of independent affiliates.

2. Service Provided

PTK Auto LLC provides limousine services through:

Company Employees: Chauffeurs who are directly employed by PTK Auto LLC and operate under California labor laws.

Affiliates: Independent contractors who are vetted and partnered with us to provide transportation services.

We ensure that all affiliates and employees meet our high standards for vehicle maintenance, driver professionalism, and customer service.

3. Reservations and Bookings

3.1 Reservations can be made via our website <u>www.ptkauto.com</u>; US phone number 858-266-9000 or email <u>info@ptkauto.com</u>; <u>dispatch@ptkauto.com</u>

3.2 You must provide complete and accurate information, including the date, time, pickup/dropoff locations, number of passengers, and any special requirements (e.g., child seats, accessibility needs).

3.3 Bookings are confirmed upon receipt of payment or deposit. You will receive a written or electronic confirmation.

4. Pricing and Payment

4.1 Prices are quoted based on the service requested, including base fares, taxes, fees, and gratuities. Additional charges may apply for services such as extra stops, waiting time, or changes to the itinerary.

4.2 Full payment is required upon booking unless otherwise agreed.

4.3 Payment methods include credit card, bank transfer, etc. A valid payment method must be provided at the time of booking.

5. Cancellations and Refunds

5.1 Cancellation Policy: Cancellations must be made at least 24 hours before the scheduled service to avoid a cancellation fee.

5.2 No-shows or cancellations within 24 hours of the scheduled service will be charged the full amount.

5.3 Refunds for eligible cancellations will be processed within 3-5 business days.

5.4 If the airline changes or cancels flights, PTK Auto can not guarantee availability for new arrival/departure. Please contact our office immediately.

5.5 The driver can refuse the carriage of client or luggage if he believes it compromise the space and safety conditions

6. Additional Charges

6.1 Wait time, Extra stops, Toll roads, Airport and Parking fees may apply.

6.2 Wait time for non-airport pickup will apply after grace period of 15 minutes in quarter-hour increments, based on the vehicle's hourly rate.

6.3 Airport Pickups: PTK Auto LLC monitors all commercial airline arrivals to ensure on-time airport pickups. A thirty (30) minute grace period is allowed on all domestic arrivals and sixty (60) minutes on all international arrivals. Waiting time will apply after grace period in quarter-hour increments, based on the vehicle's hourly rate.

6.4 Extra stops: \$15 fee will apply to all stops on route plus wait time. The wait time will be assessed after 5 minutes. All stops must be prearranged, or the driver may not be able to accommodate it due to time restraints.

6.5 Special Events fee will be applied for largely populated pickups and drop-offs (concerts, sporting events)

7. Hourly Booking and Additional Miles

7.1 Hourly booking contains the miles (per hour) that are stated on the booking form. Any additional miles are subject to surcharge and are calculated according to the price per mile of the particular area as well as the type of vehicle.

7.2 For hourly booking each additional 30-minute block is considered for additional charge from the first additional minute, a half-hour will be rounded up to ensure more reliable planning.

8. Child Safety Seats

8.1 The need for safety seats for children should be requested by the client as an additional comment specifying the number and age of children to be transported as well as the required type of seating.

8.2 If you wish to use your own child seat you will be responsible for installing it safely and removing it at the destination. Care must also be taken not to damage the vehicle interior. Otherwise, the additional charge will apply to compensate for the damage.

9. Client Responsibilities

9.1 Clients are responsible for providing accurate information at the time of booking and ensuring that the pickup and drop-off locations are accessible.

9.2 Passenger Conduct: Clients must behave in a respectful and lawful manner during the ride. Smoking, drug use, and disruptive behavior are strictly prohibited.

9.3 The Service Provider reserves the right to terminate the service immediately if passengers engage in illegal or dangerous conduct, without a refund.

9.4 Damage and Cleaning: The client is responsible for any damage to the vehicle caused by their party (spilling food and drinks, vomiting, prohibited smoking, excessive trash) and will be charged to cover such expenses.

9.5 The client assumes full financial liability for any damage to the vehicle caused during performing service for them or any members of their group.

10. Limitation of Liability

10.1 PTK Auto LLC and its affiliates are not liable for any delays, accidents, or incidents caused by circumstances beyond our control, including traffic, weather, or mechanical failures.

10.2 We will make reasonable efforts to notify clients in the event of delays or changes to the service.

10.3 The Service Provider is not responsible for the loss or damage of personal belongings left in the vehicle.

11. Insurance and Safety

11.1 All vehicles used by the Service Provider and its affiliates are fully insured in accordance with California state law.

11.2 All the vehicles are regularly inspected to ensure they meet safety standards. Chauffeurs are trained to prioritize passenger safety.

11.3 Passengers must always wear seat belts as required by California law.

12. Affiliates and Employees

• Limousine services may be provided either by our own employees or through our network of affiliates. Both our employees and affiliates are required to adhere to the same standards of professionalism, customer service, and safety.

13. Privacy and Data Protection

13.1 Personal Data: We collect and process personal data (such as names, contact details, and payment information) solely for the purpose of providing the requested service.

13.2 Third-Party Sharing: We may share necessary information with affiliates for the sole purpose of fulfilling your service request. All affiliates are bound by confidentiality agreements.

13.3 California Privacy Rights: In accordance with the California Consumer Privacy Act (CCPA), clients have the right to access, delete, or opt out of the sale of their personal data. Please refer to our Privacy Policy for more information.

14. Force Majeure

We are not responsible for delays or cancellations due to events beyond our control, including but not limited to natural disasters, strikes, public emergencies, or governmental actions.

15. Dispute Resolution

In the event of any disputes arising out of this Agreement:

• Both parties agree to first attempt to resolve the issue through good faith negotiation.

• If unresolved, disputes may be subject to mediation or arbitration in the state of California, or brought before a court of competent jurisdiction located in San Diego County.

16. Governing Law

This Agreement is governed by the laws of the State of California. Any legal disputes will be resolved under the jurisdiction of San Diego County, California.

17. Modifications to Terms

PTK Auto LLC reserves the right to amend these Terms and Conditions at any time. Clients will be notified of any changes prior to their next booking, and continued use of our services constitutes acceptance of the updated terms.

18. Entire Agreement

This Agreement constitutes the entire understanding between the Service Provider and the Client and supersedes all prior agreements, whether written or oral.

PTK Auto LLC Contact Information: Phone: 858-266-9000 Email: <u>info@ptkauto.com</u>; dispatch@ptkauto.com Website: www.ptkauto.com