

## The Customer Agreement

In consideration of Sixty Mill Street LLC, Owner and Manager of "The Party Bus Company" (collectively "You" and/or "Your" and/or "Company"), providing personnel transport services on my behalf, I represent and agree with respect to all services to be rendered by the Company and their service partners (collectively "Service Partners") to the terms set forth below (the "Agreement"). When used in this Agreement, the words "I", "Me", "My", "Mine", "We" and/or "Us" mean the customer of services to be rendered.

I understand that the terms and conditions of this agreement govern all aspect of my relationship with you and your service partners. I will carefully read, understand and accept the terms and conditions of this agreement before I proceed to "Pay with Card" or other similarly worded button. If I have any questions about any of the provisions of the agreement, I will email [email address] or call the Company at [phone number]. I understand that proceeding to "Pay with Card" is the legal equivalent of my manual signing thi agreement and I will be legally bound by its terms and conditions. I understand that this agreement may be amended from time to time by the Company, with revised terms posted on the Company website. I agree to check for agreements to check for updates to this agreement. I understand that by continuing services with the Company I am accepting the terms of the revised agreement and I will be legally bound by its terms and conditions. If I request other services provided by the Company that require me to agree to specific terms and conditions electronically (through click or other actions) or otherwise, such terms and conditions will be deemed an Amendment and will be incorporated into and made part of this agreement. I also understand that by proceeding to "Pay with Card" I have acknowledged that this agreement contains a predispute arbitration clause.

1. **Capacity and Status.** If an individual, I am of legal age under the laws of the State where I reside and authorized to enter into this agreement. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this agreement, and the persons signing the agreement are fully authorized to act on my behalf. I acknowledge that unless You receive written objection from Me, You may provide My name, and customer specific information to Your Service Partners.
2. **Authorization.** I understand that My request for services may be delivered to Your Service Partners to render My requested services. Accordingly, I appoint You as my agent for the purposes of carrying out My directions in accordance with the terms and conditions of this Agreement. You are authorized to store My payment information using a PCI compliant service, and charge My services and fees to this payment information appropriately. Should a fee arise from Your Service Partner's agreement, You are authorized to add 5% to Your Service Partner's fee schedule when charging fees to my payment information. You are authorized to cancel My request for services at any time and refund charged services and fees to My payment information.
3. **Customer Representations and Responsibilities.**

- a. Customer Directions. I understand that I will, to the best of my ability, provide directions for the services I request to be rendered, and cannot hold the Company or its Service Partners liable for failure to perform directions not communicated thoroughly.
  - b. Information Accuracy. I certify that the information contained in this Agreement, the payment information, and any other information that I furnish to You in connection with my request services is mine, complete, true and correct, and acknowledge that giving false information for the purpose of fraud is a crime.
  - c. Cancellation. I understand that I will be charged the full non-refundable amount if I have not cancelled my service request at least 72 hours of the service start time. I understand that funds charged as a deposit will be applied to the full charge amount, and these are not to be refunded after 24 hours of the deposit payment date.
4. **Partner Services.** I understand that You have entered into partner agreements with Your Service Partners. I agree to be bound by this Agreement, as well as Your Service Partner's agreements.
5. **Oral Communications.** I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me. I understand that should Oral instructions result in a new agreement that I will read the Agreement and that I accept the Agreement.
6. **Telephone and Electronic Communications.** I understand and agree that you may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, You do not consent to the record of telephone conversations by any third party or Me. You do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.
7. **Disclaimer of Liability; Indemnification.** Except as otherwise provided by law, You, Your Service Partners or any of Your affiliates shall not be liable for any expenses, losses, damages, demands, charges, claims, penalties, fines, legal fees, by or with respect to any matters pertaining to My service, except to the extent that such damages actual and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgement or order to have resulted solely from Your, Your Service Partners or any of You affiliates gross negligence or willful misconduct. In addition I agree that You may be an indemnified party, and shall have no liability for, and I agree to indemnify, defend and hold harmless indemnified parties from, all losses and damages that result from indemnified parties following My directions or failing to follow My unlawful or unreasonable directions. I consent to the use of electronic systems by You or Your Service Partners in conjunction with My requested services. I understand that the use of electronic systems entails risks, such as interruption or delays of service, errors or omissions in the information provided (collectively, a "System Failure"). I understand and agree that You will have no liability whatsoever for any claim, loss, cost, expense, damage, or liability of Me arising out of or relating to a System Failure. I agree that You will have no liability, to Me or to third parties, or responsibility whatsoever for and Losses

or Damages resulting from a cause over which You do not have direct control, including but not limited to failure of vehicle, failure of Your Service Partner providing a responsible driver, or actions taken by You and third parties.

8. **Arbitration.** This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree that any claim or dispute shall be submitted to and resolved by means of confidential arbitration conducted in the State of Texas, County of Dallas.
9. **Vehicles.** The Company reserves the right to substitute the reserved vehicle or Service Partner for another replacement vehicle or Service Partner for any reason. The Company will make a good-faith effort in providing a vehicle and Service Partner that suits the customer's service request.
10. **Electronic Signatures and Modifications to the Agreement.** I agree to transact business with You electronically. By electronically signing an agreement, I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Your services. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Company and me, provided, however, that any and all other agreements between the Company and Me, not inconsistent with this Agreement, will remain in full force and effect.