

Carmel Points Program

User Agreement/Terms and Conditions

THIS FOLLOWING USER AGREEMENT DESCRIBES THE TERMS AND CONDITIONS ON WHICH CARMEL CAR AND LIMOUSINE SERVICE OFFERS YOU ACCESS TO THE CARMEL POINTS PROGRAM

Introduction to the Carmel Car and Limousine Service Points Program

The Carmel Car and Limousine Service Points Program ("Points Program" or "Program") is offered and operated by Carmel Car and Limousine Service, a New York corporation, whose principal office is located at 2642 Broadway New York, NY 10025. This Agreement is a legally binding agreement made between you ("Participant", "You," "Your," or "Yourself") and Carmel Car and Limousine Service ("Carmel", "Company", "We," "Us" or "Our"). Carmel is willing to offer You access to the Points Program only upon the condition that You accept all the terms contained in this Agreement. By signing up with, enrolling and/or utilizing any aspect of the Points Program, You indicate that You understand this Agreement and accept all of its terms and You agree to be legally bound by the program rules, as is stated and is more fully defined herein below. If You do not accept all the terms of this Agreement, then Carmel is unwilling to permit You to participate in the Points Program and/or utilize any benefit offered through the Points Program. Carmel reserves all rights not expressly granted to You. These Rules control Your enrollment, participation in and/or utilization of the Program and no covenants at law or in equity shall be implied or incorporated, all of which are expressly disclaimed. Carmel has the sole right to interpret and apply the Rules. Neither Carmel's waiver or consent to a deviation from the Rules nor any course of dealing shall be construed as a waiver by Carmel of any subsequent violation of the Rules and Carmel may invoke any of Carmel's remedies, as is detailed herein, for a violation of the Rules despite any such prior waiver or consent.

Agreement to be Bound

By enrolling or participating in the Program, You expressly indicate Your acceptance of and agreement to be bound by the Rules of the Points Program (the "Program Rules" or "Rules"). For more information about the Points Program or the Rules, please contact Carmel Car and Limousine Service at 212-666-6666 or visit the Carmel website at www.carmelimo.com.

Reservation of Rights

Carmel reserves all of its rights to control all aspects of the Program. Carmel may, in its sole and absolute discretion, change or cancel the Program Rules, awards, offers and/or special offers at any time with or without notice or legal liability to You. Any such change to or cancellation of these Rules will apply to all Carmel customers and/or Participants in the Program even those who were provided with and/or accumulated Carmel Points before Carmel made such a change or cancellation. This means that the accumulation of Carmel Points, as hereinafter defined, does

not entitle customers and/or Participants to any vested rights with respect to such Points, awards or Program benefits.

In accumulating points or other awards, customers and/or Participants may not rely upon the continued availability of any Points or level of Points and customers and/or Participants may not be able to utilize all accumulated Points for all trips or any individual trip. Any provision of Points may be withdrawn or subject to increased Point requirements or new restrictions at any time. Carmel may, among other things, (i) withdraw, limit, modify, or cancel any Points; (ii) change Program benefits, Point levels, Participant affiliations, conditions of participation, rules for earning, redeeming, retaining or forfeiting Points, or rules for the use of Points; (iii) rename or redefine Program elements or benefits; (iv) add travel limitation dates, limit the number of Points that may be used within a certain time frame or otherwise restrict the continued availability of Points. Carmel may make any one or more of these changes, in whole or in part, at any time even though such changes may affect Your ability to use the Points that You have already been provided with and/or accumulated. Carmel reserves the right to end the Program with or without notice or liability to You. The use of Points may be subject to government regulations.

Please read this Agreement carefully before enrolling in, participating in and/or utilizing any aspect of the Program. You must read, agree with and accept all of the terms and conditions contained in this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before You enroll or participate in the Program. By enrolling or participating in the Program, You become a Participant in the Program and You agree to be bound by the terms and conditions of this Agreement with respect to such Program.

The Program

The Carmel Car and Limousine Service Points Program is a customer rewards/loyalty program whereby Carmel customers may utilize Carmel's transportation booking service to be provided with and accumulate Carmel Points. By utilizing Carmel's transportation booking service to be provided with and accumulate Carmel Points, You may be entitled to redeem such Carmel Points and convert Carmel Points into Carmel Car Cash, once the Minimum Points has been reached, for use only in connection with the booking of future reservations for transportation made with Carmel. Points may only be accumulated in connection with reservations made through the Carmel Smartphone application (iPhone or Android) or via Carmel's website booking engine, the reserved trip was performed, and the Participant has paid for the trip in full.

Eligibility

Participation in the Program is limited to individuals and each Participant may only have one account. If a Participant maintains duplicate accounts and Carmel suspects or finds any prohibited conduct, Carmel reserves the right to exercise Carmel's remedies with respect to each account. Only the Participant named on the account will be entitled access to account information. Account information is Carmel's proprietary information and, except as otherwise authorized by Carmel, Participants may access information only for the purpose of obtaining

information about their account. No Participant may delegate or grant access (via power of attorney, contract, or otherwise) to a third party. Any Participant who shares account information with any third party will be held responsible for such third-party's actions with respect to the Account.

Membership/Program Participation

Each person who seeks to become a Participant in the Program must have or sign up for a free VIP account on Carmel's website located at www.carmellimo.com and book transportation services via the Carmel online website booking engine or must book transportation services via the Carmel Smartphone application (iPhone or Android). While Carmel may issue statements (electronically or otherwise) regarding the number of Points a Participant may have and/or their expiration date, each Participant shall be responsible for remaining knowledgeable about their account information, including, but not limited to, accumulated Points, redeemed Points and the Program Rules.

The Provision of Carmel Points

To ensure You receive Points for the trips You book via Carmel's website, please be sure to utilize Your Carmel VIP account or be sure to utilize Your own individual account on Carmel's Smartphone application when You make Your reservation for transportation. Participants may earn Points only by booking a reservation for transportation via Carmel's website or Carmel's Smartphone application and must complete and pay for such trip. Points will be provided based upon only the monetary amount of the Base Fare for ground transportation booked via Carmel's website while logged into the Carmel VIP Account or Carmel's Smartphone application. Such base fare does not include tip, toll, gratuity and any other fee outside of the basic fare of the trip ("Base Fare"). Once the trip is completed and paid for, Carmel will provide Points to the Participant in accordance with the following schedule:

1. Base Fare = \$1.00 to \$99.99 = 1 Carmel Point per \$1.00 spent;
2. Base Fare = \$100.00 to \$199.99 = 2 Carmel Points per \$1.00 spent;
3. Base Fare = \$200.00 to \$299.99 = 3 Carmel Points per \$1.00 spent;
4. Base Fare = \$300.00 to \$399.99 = 4 Carmel Points per \$1.00 spent;
5. Base Fare = \$400.00 to \$499.99 = 5 Carmel Points per \$1.00 spent;
6. Base Fare = \$500.00 and up = 6 Carmel Points per \$1.00 spent;

By way of example, if a Participant books a trip via the Carmel website VIP Account or Smartphone application and the Base Fare for the completed trip equals \$125.00, then the Participant will be awarded 125 Carmel Points. By way of additional example, if a Participant books a trip via the Carmel website VIP Account or Smartphone application and the Base Fare for the completed trip equals \$250.00, then the Participant will be awarded 500 Carmel Points. By way of further example, if a member books a trip via the Carmel website

VIP Account or Smartphone application and the Base Fare for the completed trip equals \$400.00, then the Participant will be awarded 1600 Carmel Points.

Redeeming Carmel Points

Points may be redeemed only by converting such into Carmel Car Cash (or “Car Cash”), as defined herein below. For the purpose of this Agreement, Points Car Cash is defined as the Car Cash the Participant redeemed (“Points Car Cash”), as defined herein below. Carmel will offer one or more conversion options and set the minimum Points needed to be redeemed in order to receive the Points Car Cash each option offers (“Conversion Options”). The Participant must accumulate the Conversion Option specified minimum number of Points in order to be eligible to convert such Points into the Points Car Cash (“Minimum Points”). When a Participant accumulates the Minimum Points of a Conversion Option, such Participant is eligible to convert the Minimum Points of such Conversion Option into the Points Car Cash such Conversion Option offers. Points Car Cash is the equivalent of one dollar (\$1.00) for use only in connection with reservations for transportation made through the Carmel website or Carmel Smartphone application.

By way of an example, if a Conversion Option’s Minimum Points is 500 Points as eligibility for the redemption of five dollars (\$5) Points Car Cash, and Participant has accumulated 600 Points, such Participant is eligible to convert 500 Points for five dollars (\$5) Points Car Cash, leaving Participant with 100 Points in his/her Points account.

Carmel reserves the right to change the number of Conversion Options and/or the number of Points defining Minimum Points to any other number of Conversion Options and/or any number of Points, at any time, and without advance notice.

Limitation of Use of Points and Points Car Cash

No Points will be provided for trips booked via Carmel’s call center or a visit to Carmel’s offices. Points may take up to 8 (eight) week subsequent to the time each trip is completed and paid for in order to be posted to the Participant’s account. The accumulation of Points less than the Minimum Points cannot be converted to Points Car Cash. Carmel Points or Points Car Cash cannot be used and/or utilized for any trips booked prior to the commencement of this Program. Points will not be earned if the Participant chooses to earn miles/points/rewards via an airline reward program such as, but not limited to United Mileage Plus Program, Delta Sky Miles and/or American Airlines AAdvantage miles. Neither Carmel Points nor Points Car Cash have any monetary or other value whatsoever outside of the terms of this Program. Points cannot be combined with any other benefit, offer, promotion, discount, credit, coupon, voucher, discounted rate or certificate. By selecting the Program as Your reward program, You agree to not combine such reward with any other benefit, offer, promotion, discount, credit, coupon, voucher, discounted rate, certificate or airline reward program. Carmel, at its sole and absolute discretion may, among other things, withdraw, limit, modify or cancel any Points and/or Points Car Cash previously awarded; modify or regulate the availability or use of Points Car Cash for any and all Participants. The available usages for Points and/or Points Car Cash provided by Carmel will be

listed and/or explained in the Points and Car Cash folders of each Participant's VIP Account or Carmel's Smartphone application. Carmel Points may be provided for completed trips in general, or have limitations, including but not limited to, earning Points on trips taken during certain times of the day, certain days of the week, certain specific periods of time, certain cities, certain types of vehicles. Carmel retains the absolute right to limit and/or modify the availability and/or earning of Points at its sole and absolute discretion. Carmel Points does not constitute the property of a Participant. Carmel Points are an award that Carmel may revoke, suspend, modify or limit at any time. Points and/or Points Car Cash may not be exchanged for cash, assigned, sold, auctioned, bartered, or transferred. Carmel may, for any reason, at its sole and absolute discretion, with or without actual notice to the user, among other things, withdraw or cancel Points and/or the use of Points Car Cash. All calculations made in connection with the Program, including without limitation, the value of any Points, the accumulation of Points, the satisfaction of the qualification requirements for conversion of Points into Points Car Cash and/or the revisions of the schedule for the awarding of Points will be made by Carmel in its sole and absolute discretion and such calculations and/or revisions will be considered final.

Expiration and Cancellation of Points

Participant must have been provided with Points and/or engaged in a qualifying activity at least once every 12 months in order to retain the Points and/or the Points Car Cash. If Your account has no qualifying activity in any 12-month period, all Points and Points Car Cash in the account will expire. Qualifying activity extends the expiration date of all unexpired Points and Points Car Cash in Your account for 12 months from the date of the qualifying activity. Qualifying activity is defined as being awarded Points or taking a ride with Carmel using Points Car Cash. Carmel has the right to cancel all or some of the Points and/or Points Car Cash in a Participant's account should Carmel determine, in its sole and absolute discretion, that the Participant has violated these Rules or otherwise engaged in fraud, misrepresentation, abuse or other improper conduct. Each Participant is responsible for being and remaining knowledgeable as to the Rules and the amount of Points in such Participant's account.

Member Balances

Carmel will, in most cases, credit a Participant account with Points as stated herein. However, each Participant shall have the responsibility to ensure that such Participant's Points are properly credited. Carmel shall determine qualification for the crediting of Points and reserves the right to adjust a Participant's account balance if Points were deposited in error. Where a Participant contends that Points have been earned but not credited, or in cases where Carmel deems verification is required, Carmel reserves the right to require proof from the Participant, including but not limited to copies of receipts or similar documentation verifying any transactions claimed to have been completed. Any claims for Points by the Participant and proof of such claims must be received by Carmel within three (3) months after the date such credit for Points was claimed to be earned. Each Participant shall have the responsibility to notify Carmel of any erroneous or fraudulent Points deduction from such Participant's account within three (3) months of the date of the deduction. Carmel will review such Participant's claim and reserves the right to require proof, documentation or certification from such Participant during the review. A redeposit back

into to such Participant's account of the Points claimed to be erroneously deducted will be determined by Carmel in its sole and absolute discretion after review and Carmel's decision will be considered final. A Participant shall notify Carmel promptly of an erroneous Point balance in such Participant's account. In the event a Participant's Point balance is erroneously credited for any reason, the Participant's use of such erroneously credited Point shall constitute a violation of these Rules. Carmel may, but shall have no obligation to, send newsletters, statements, correspondence or other materials, including notifications of Program changes or special promotions. Each Participant shall be responsible for advising Carmel of any change of contact information and Carmel shall have no liability for misdirected correspondence or any consequences thereof.

Privacy Policy

By participating in the Program, Participants authorize Carmel to collect, maintain, use, process and share their information, including, without limitation, names, email addresses, physical addresses, account and other information in accordance with Carmel's Privacy Policy. You can learn more about how Carmel collects, maintains, uses, processes and shares Your information in Carmel's Privacy Policy which may be viewed at <https://www.carmellimo.com/policies/privacy.html>. Carmel's Privacy Policy is merely a statement of administrative protocol; it is not a contract, nor does it create any contractual or legal rights. Carmel's Privacy Policy is not made, or intended to be made, a part of these Rules.

Termination

Carmel reserves the right to terminate the Program and close any account You have with Carmel at any time with or without notice. Carmel may, in its sole and absolute discretion, immediately terminate Your account and Your access to the Program without notice, for any or no reason, including if You breach any of Your obligations under these Terms. Carmel reserves the right to suspend, restrict or terminate Your access to the Program at any time without notice if We have reasonable grounds to believe You have breached any of these Terms. This shall not limit Our right to take any other action against You that We consider appropriate to defend Our rights or those of any other person.

Limitation of Liability

Carmel makes no representation or warranty, either expressed or implied, or otherwise. Any statutory warranties are disclaimed to the maximum extent permitted by law and You hereby waive the benefit of any statutory warranties to the maximum extent permitted by law. If You are not satisfied with any portion of the Program, Your sole and exclusive remedy is to discontinue use of the service and/or cease participation in the Program. In no event shall Carmel be liable for damages of any kind.

Intellectual Property Ownership

Carmel shall own all right, title and interest, including all related intellectual property rights, in

and to the Program and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Program. The Carmel name, the Carmel logo, and the product/service names associated with the Program are trademarks of Carmel or its affiliated entities/parties, and no right or license is granted to use them without the expressed written consent of Carmel.

Communications

You agree to receive promotional emails from Carmel. You can unsubscribe from these emails at any time by simply following the instructions on Our email(s).