

Seattle Express Transportation Services Terms & Conditions

Overview

Seattle Express provides transportation services ("Services") to cruise shuttle passengers or groups hiring shuttle services. Each Service Order, executed in writing, details the Service specifics, Service Term, location(s), Service Fee, and other agreed-upon terms. The Service Order is incorporated by reference, with these Terms & Conditions prevailing in case of a conflict. Services adhere to the terms outlined in the Service Order and these Terms & Conditions. Seattle Express ensures the deployment of personnel with the necessary skill, experience, and qualifications, complying with generally recognized industry standards. For additional transportation services ("Additional Services"), negotiation in good faith results in their inclusion in a new or amended Service Order. Seattle Express retains the right to decline providing Additional Services unless agreed upon in a new or amended Service Order.

Payment and Cancellation

Transportation is provided upon payment of the applicable fare or compliance with payment arrangements. Services are valid only for confirmed reservations, with no entitlement to transportation without a valid, confirmed reservation. No reservation is considered confirmed until full payment is received. Seattle Express may cancel a reservation for non-compliance with these Terms & Conditions, including non-payment. In addition to the fare, a per-person booking service fee is collected, applying in addition to all applicable charges, including taxes and government-imposed charges.

Payment Terms & Cancellation Policy

The Client acknowledges and agrees to the following payment terms and cancellation policy for the services provided by Seattle Express:

Pre-Payment Requirement:

- All orders must be pre-paid in full prior to pick up.
- Orders that are not pre-paid in full will not be confirmed.

72-Hour Cancellation Notice:

- Cancellation requests must be made at least 72 hours (about 3 days) before the scheduled service to be eligible for a refund.
- Cancellation requests must be emailed to info@seattleexpress.com

Seattle Express recognizes that exceptional circumstances, such as medical emergencies or travel restrictions, may arise. In such cases, Seattle Express may, at its discretion, consider exceptions to the standard cancellation policy on a case-by-case basis. The Client is encouraged to contact Seattle Express promptly in such situations to discuss possible accommodations.

Transaction Disputes

In the event that a Party disputes any transaction charges arising from the Service Agreement through means such as a credit card chargeback or bank dispute, the disputing Party agrees to notify Seattle Express promptly and engage in good-faith negotiations to resolve the matter amicably.

Lost or Damaged Luggage and Liability Limits

For lost or damaged luggage, passengers must promptly report the incident within 6 hours of arriving at their destination by contacting info@seattleexpress.com. Compensation for damaged or lost bags requires a report on file. Up to \$500.00 compensation is available for provable value of losses. Reimbursement for documented damages is determined based on the original purchase price less depreciation. For lost bags, reimbursement for immediate needs while away from home is provided but limited to \$500.00 per incident. Any expense reimbursement will be deducted from the final settlement amount if the bag is not found. Documenting and proving the actual value of the loss is the responsibility of the passenger.

Seattle Express is not liable for items not packed properly, loss, or damage to specific items (e.g., heirlooms, unique, irreplaceable, or high-value items, electronics, money, or perishable items), or any incidental, punitive, or special damages that result from lost, damaged, or delayed bags, including damages for lost revenue or business interruption.

When Seattle Express has exercised an ordinary standard of care, it assumes no liability for:

- Incidental damage to or loss of protruding parts like wheels, straps, pockets, handles, hooks, or other attachments
- Scuffs, dents, stains, punctures, marks, dirt, scratches, and cuts resulting from normal wear and tear
- Damage to the inside contents of a bag if the outside isn't damaged
- Damage to an item caused by another item in your bag

Liability is not accepted for missing items inside a bag unless reported as lost or damaged. Seattle Express is not liable for damage, loss, or theft of items carried on board in the personal possession of the passenger. Carry-On Baggage is the sole responsibility of the Passenger, and Seattle Express is liable only to the extent the damage resulted from its fault, or that of its contractors or staff. Seattle Express pays lost baggage delivery charges only if the baggage was lost due to a direct fault. A timely tender is made for reasonable efforts to deliver lost baggage to the passenger's first port of call or personal residence, although delivery is not guaranteed.

Refusal of Transport

Seattle Express reserves the right, at its sole discretion, to refuse transportation or remove any Passenger from a shuttle under circumstances not prohibited by law. The following list outlines non-exhaustive reasons and acts for which transportation may be refused:

- Safety Concerns: Whenever necessary, with or without notice, for reasons of safety.
- Force Majeure Event: Whenever required or deemed advisable due to a Force Majeure Event, as determined exclusively by Seattle Express.
- Comfort, Health, and Safety: Refusal or removal may be deemed necessary for the comfort, health,

and safety of Passengers or staff in the following categories:

- Passengers disobeying federal regulations, security directives, or staff instructions.
- Passengers displaying disorderly, abusive, offensive, threatening, intimidating, violent, belligerent, or irrational conduct, posing a hazard to others.
- Passengers causing a disturbance requiring the driver to pull over.
- Smoking, including the use of electronic simulated smoking materials and smokeless cigarettes.
- Passengers appearing intoxicated or under the influence of drugs to a degree that may endanger themselves or others.

Seattle Express is not liable for refusal to transport or removal, and the fare of any Passenger denied transportation will be refunded. The sole recourse for any Passenger refused transportation shall be the recovery of the refund value of the unused transportation. Seattle Express shall not be liable for any special, incidental, or consequential damages, including impacts on cruise sailings or flights. Any Passenger engaging in the listed activities acknowledges the obligation to reimburse Seattle Express for any resulting loss, damage, or expense. Such activities constitute a material breach of contract, excusing Seattle Express from its obligations under these Terms & Conditions.

Service Animals

Seattle Express welcomes Service Animals accompanying Qualified Individuals with Disabilities at no additional charge. If you plan to travel with a Service Animal, please review and adhere to the specified requirements. The Passenger assumes full responsibility for the safety, health, and conduct of their Service Animal, ensuring appropriate interactions with other Passengers and staff during the shuttle journey. Service Animals must not obstruct any areas crucial for emergency evacuation.

Local laws at the Passenger's destination(s) may impose additional requirements or restrictions on transporting Service Animals. Qualified Individuals with Disabilities are responsible for compliance with all applicable governmental laws, regulations, and requirements, including health certificates, permits, and vaccinations mandated by the relevant jurisdiction. Seattle Express is not liable for any advice or information provided regarding compliance with such laws.

Qualified Individuals with a Disability, along with their service animals, assume full responsibility for any damage caused by themselves or their service animals, including damages to Seattle Express's property or the property of other Passengers. Any expenses incurred because of such damage are the sole responsibility of the Qualified Individual with a Disability.

Governing Law and Dispute Resolution

These Terms & Conditions, along with Service Orders, constitute the entire agreement between the Parties, superseding all prior agreements. The Agreement is governed by the laws of the State of Washington, with exclusive jurisdiction in federal or state courts located in King County, Washington.

The following provisions govern any and all disputes, claims, or controversies arising out of or relating to the Agreement:

- **Mandatory Mediation in Advance of Arbitration:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through negotiation, the Parties agree first to

try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation.

- **Binding Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate not resolved by mediation shall be determined by arbitration administered by the AAA in effect on the date of the Agreement and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Washington State unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration.

- **Fees and Costs to The Prevailing Party:** In any arbitration or litigation arising out of or related to this Agreement, the arbitrators or the court shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration or litigation. The "prevailing Party" shall be determined by reviewing the claims resolved in arbitration or litigation and then determining which Party achieved the greater success by quantifying the damages awarded versus those that were claimed.

By using Seattle Express services, you acknowledge and agree to these Terms & Conditions.