

## **Park'N Jet Terms of Use / Price Guarantee**

**February 14, 2014**

Welcome! These Terms of Use (the "Terms of Use") govern your use of the Park'N Jet website (the "Site"). Your access to, and use of, the Site, and the services, products and networks found at or related to the Site (referred to collectively as the "Service") are subject to these Terms of Use. The terms "Company", "PNJ", "we", "us", or "our" shall refer to Park'N Jet and its subsidiaries, affiliates, sister and parent companies.

By using the Site, you signify that you have read, understand and agree to be bound by these Terms of Use and you are consenting to have your personal data transferred to and processed in the United States.

We may change or modify these Terms of Use at any time and such changes or modifications will come into effect immediately upon posting to the Site. We will indicate at the top of this page the date these Terms of Use were last revised. Your continued use of the Service or the Site after any change or modification constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future versions of the Terms of Use, do not use or access (or continue to use or access) the Service or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use.

**PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS.**

### **Eligibility**

The Site is available only to users who can form legally binding contracts under applicable law. The Site and the materials located on or through the Site are provided for informational purposes only. You agree and acknowledge that we make no representation or warranty as to the accuracy of any information on the Site or linked to the Site. Any registration by, use of or access to the Site by anyone under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that you are 18 years of age or older and that you are fully able to enter into and abide by all of the terms and conditions of these Terms of Use. Your membership may be terminated and any profiles you have created may be deleted if we believe you are less than 18 years of age.

### **PAYMENT AND PRICING POLICIES**

PNJ accepts American Express, Discover, MasterCard, Visa, and Diners Club.

PNJ allows users of the Site to make airport parking reservations. The quoted "Due at Lot" is what you can expect to pay at the parking lot based on the departure and return dates and times that you entered on the Site when making the reservation. This amount covers parking fees and any other services rendered. If your actual departure and return dates and times are the same as those you entered into the Site when making your reservation, then the quoted "Due at Lot" is the amount you will be required to pay upon exit from the parking lot. However, if your actual departure and return dates and times vary from those you entered into the Site when making your reservation, then the actual amount you must pay at the parking lot may differ from the quoted "Due at Lot" price and will be determined at the time of your return based on your actual length of stay.

You agree to abide by the terms or conditions of purchase imposed by PNJ with whom you make a reservation, including without limitation, payment of all amounts when due and compliance with all rules and restrictions imposed by such vendor. Users are responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Site.

### **Refund Policy:**

If you wish to cancel your parking reservation, you must provide us with at least 24 hours notice in advance of the departure date/time stated on the receipt in order to receive a refund of the Deposit. Any service fees that were charged in addition to the Deposit at the time the reservation was made are non-refundable.

### **Content Linked to by the Site**

The Site provides information on, accepts advertising from, and provides links to third-party vendors. Offers from these vendors are subject to change at any time, and may have many additional restrictions and limitations. Users of the Site and the Service agree to confirm all aspects of third-party offers with the offering party, and to hold PNJ and its employees and affiliates harmless for any circumstances that may arise from interactions with a third party.

We have no control over, and we assume no responsibility for, the content, privacy policies, or practices of any third party sites and third party content contained on the Site, to which the Site is linked, or on which Site content is posted. A search using the Services may produce search results and links to sites that some people find objectionable, inappropriate, or offensive. We cannot guarantee that a search will not locate unintended or objectionable content and assume no responsibility for the content of any site included in any search results or otherwise linked to by Company. By using the Site and Service, you expressly release us from any and all liability arising from search results or your use of any third party sites or third party content. Our terms and policies do not govern any third party sites, and we encourage you to review the applicable terms and policies of any third party site.

### **Personal Use Only**

The Site and Services are made available for your personal, non-commercial use only. You may not use the Site to sell a product or service, or to increase traffic to your website for commercial reasons, such as advertising sales. You may not take the results from a search and reformat and display them, or mirror the Company home page or results pages on your website. You may not "meta-search" the Site. If you want to make commercial use of the Services, you must enter into a written agreement with us to do so in advance.

### **Privacy Policy**

[Click here](#) to review the Park'N Jet Privacy Policy.

### **User Conduct; General Practices**

You agree not to use the Service or the Site:

- in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- to use automated scripts to collect information from or otherwise interact with the Service or the Site;
- to upload, post, transmit, share, store or otherwise make available any content on the Site without our consent;
- to upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) pursuant to Section 219 of the Immigration and Nationality Act.

You acknowledge, consent and agree that we may access, preserve and disclose your account information and user content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to your requests for customer service; or (d) protect our rights, property or personal safety and those of our users and the public. You understand that the technical processing and transmission of the Service may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You acknowledge that we may establish general practices and limits concerning use of the Service. You agree that we have no responsibility or liability for the deletion or failure to store any communications or other content maintained or transmitted by the Service. You further acknowledge that we reserve the right to modify these general practices and limits from time to time. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**No Representations or Warranties**

PNJ makes no guarantee of any specific result from use of this Site or the Service. PNJ disclaims any and all liability for the acts, omissions and conduct of any parking vendors, third party users, Site users, advertisers and/or sponsors on the Site.

WE ARE NOT RESPONSIBLE FOR ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES (INCLUDING ADVERTISERS) OR OTHER USERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING THE ERROR-FREE, DISRUPTION-FREE OR INTERRUPTION-FREE NATURE OF THE SITE OR THE SERVICES.

**Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, COST OF COVER, OR LOST DATA THAT ARISE IN WHOLE OR IN PART FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SERVICES OR FUNCTIONS OF THE SITE OR ARISING OUT OF YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITE OR YOUR RELIANCE UPON, THE SITE OR THE SERVICES, CONTENT OR MATERIALS IN, OR FUNCTIONS OF, THE SITE, PROVISION OF, OR FAILURE TO PROVIDE SERVICES, OR INFORMATION, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN ADDITION, WE HAVE NO DUTY TO UPDATE THE SITE OR THE CONTENTS THEREOF UNLESS WE MAKE MATERIAL CHANGES TO OUR PERSONAL INFORMATION COLLECTION AND/OR USE PRACTICES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED FIVE DOLLARS (\$5.00). APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

**Indemnification**

You agree to defend and indemnify PNJ, its affiliates, subsidiaries, sister and parent companies, and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of (a) your breach of these Terms of Use; (b) your violation of any law or the rights of a third party; or (c) your use of this Site or the Service.

**Submissions**

You acknowledge and agree that any questions, comments, reviews, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Governing Law; Other**

The laws of the State of Maine, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and us or any of our affiliates. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Portland, Maine, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Portland, Maine.