

Bergenoff Black Car Club

Terms of Service

LAST REVISION: 1/03/2025

These Terms of Service ("Terms of Service") constitute a legally binding agreement between you ("Member") and Bergenoff, Inc. and its subsidiaries, representatives, affiliates, officers, and directors (collectively, "Bergenoff") governing your use of the Bergenoff Black Car Club ("Club") services and any related content or services, including mobile and/or web-based applications ("Applications" or the "Bergenoff Member App"). These Terms of Service set forth the terms and conditions under which Bergenoff grants the privileges and rights of the Club to the Member.

Modifications to Terms and Pricing

Bergenoff reserves the right to change, modify, or adjust pricing, terms of service, policies, and other conditions at any time at its sole discretion. These changes may apply to all aspects of the business, including but not limited to membership dues, service offerings, and operational policies. Changes will take effect immediately unless otherwise specified.

Communication Policy

Member understands and consents that for the Club to provide its services, it is necessary to authorize communication via mobile phone, text messages, email, and other forms of online communication, provided these communications comply with the Club's Privacy Policy.

Contact Information

Members grant the Club "opt-in" permission to send emails related to membership notifications and SMS (text) updates regarding booking status, driver messages, and pickup updates. No member data will be released to a third-party provider that is not relevant to performing membership services.

Text Messages

Members agree to receive text messages from the Club regarding updated booking status and communication with Club drivers or dispatch staff.

Personal Email Address

Members understand that a valid email address must be provided and maintained to receive Club services. Booking information and occasional updates about new membership benefits or policies will be forwarded via email.

Membership

Membership Dues

Memberships now require an annual fee of \$249. Membership provides access to the Club's services and is non-refundable except as explicitly stated in these Terms of Service.

Membership Eligibility

Members must be at least 21 years of age. The Club reserves the right to accept or reject applicants for membership at its sole discretion.

Membership Rights and Privileges

Membership grants access to Club services and other offerings as developed for the membership. Memberships are non-transferable and do not convey any financial interest in Bergenoff.

Membership Reactivation

To reactivate a canceled membership, Members must complete a new application process and pay the then-current annual dues and/or initiation fee. Any outstanding balances must be resolved before reactivation.

Membership Services

Booking Options & Rates

The following booking options are available to members within the Omaha Metro Area:

1. **Standard Trip:**
 - **Rate:** \$55 per trip (point-to-point)
 - Enjoy transportation anywhere in the metro in comfort and style.
2. **FLEX+:**
 - **Rate:** \$55 + \$32
 - Includes a Standard Trip with an additional 45-minute pickup window, offering up to an hour of flexibility. Perfect for scenarios like waiting for a game to end or picking up friends.
3. **Airport Arrival:**
 - **Rate:** \$55 + \$20
 - Includes flight tracking to accommodate early, delayed, or severely delayed flights. Vehicles are removed from back-to-back travel to ensure availability for your trip.
4. **Hourly Bookings:**
 - **Rate:** \$55 per hour (2-hour minimum)
 - The ultimate in flexibility, allowing you to reserve transportation for your planned hours while we adapt to your needs.

Additional Requests

Extended trips, special requests, and other bookings may be available upon request. Rates and availability will be communicated directly to the Member.

Booking and Availability

Request to Book

Members may request trips through the Bergenoff Member App 24 hours to up to 4 months in advance. While the Club strives to accommodate all requests, a request does not guarantee service. Early trip requests, particularly during peak times (5-7 PM daily and nights of large events), are strongly encouraged to improve availability and scheduling efficiency.

Fleet and Capacity

The Club continuously monitors demand to maintain high service standards. As part of its commitment to members, the Club is expanding its fleet with additional SUVs to meet increasing demand. Despite these efforts, availability may occasionally be limited, similar to scheduling at other exclusive membership services.

Guest Requirements

Members may bring as many guests as allowed by the vehicle's capacity. All guests must adhere to the same membership rules and guidelines as the Member. The total number of passengers must be specified when booking a trip. Members are fully responsible for their guests' behavior and adherence to Club policies.

Service Policies

Booking Scheduling

Trips may be requested through the app 24 hours to up to 4 months in advance. Please note, requesting a trip does not guarantee service. Early requests are encouraged, especially during peak times (5-7 PM daily and nights of large events), to help us plan accordingly and ensure availability.

Late Arrivals & Extended Time

If a Member is more than 15 minutes late to their scheduled pickup time and requires the driver to stay, the Club reserves the right to apply a FLEX+ upgrade fee or transition the booking to an hourly booking, depending on the extended wait time. These adjustments ensure fair availability of vehicles for all Members.

No-Show Policy

If the Member fails to arrive within 15 minutes of the scheduled pickup time without contacting the driver, the booking will be considered a no-show and will be billed as booked. Additionally, the Club has a one-hour cancellation policy; cancellations made within one hour of the scheduled pickup time will still be billed in full.

Availability

The Club makes every effort to provide services on a 24/7 basis but does not guarantee that the services will be available at all times. Members acknowledge that Acts of God, traffic delays, vehicle breakdowns, severe weather conditions, and other unforeseen events may cause delays or unavailability. The Club shall not be liable for these events but will make reasonable efforts to provide replacement vehicles or alternative arrangements when possible. The Club is only responsible for the pickup time selected by the Member and does not guarantee drop-off times or fulfillment of itineraries. Members should allow extra time for unforeseen delays when booking trips.

Blackout Dates

The Club observes blackout dates to ensure drivers and their families have scheduled time off. Services will be unavailable on six major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas) and during the second week of January for company retreats and development. Members will be notified of these dates in advance, and the Bergenoff Member App will prevent bookings on these dates.

Payments

Payment Authorization

Members agree to pay all amounts set forth in their Payment Authorization. Payments are non-refundable except as explicitly stated in these Terms of Service.

Payment Method

The Club accepts payments through authorized credit card transactions only. Members are responsible for maintaining valid payment information on file.

Weekly Billing

As part of the membership, services used during the week will be charged to the Member's account on a weekly basis. The Club reserves the right to enforce timely payment.

Additional Service Fees

Any additional services beyond the Membership Plan will be billed and charged to the Member's payment method on file.

PCI Compliance Policy

Bergenoff, Inc. ("Bergenoff") is committed to protecting consumer credit card data in compliance with the Payment Card Industry Data Standard (PCI DSS). Our payment processing policy was created with this regulation at its core. Bergenoff utilizes a reputable third-party credit card processor to provide secure, compliant processing of payments from your authorized account. No credit card information is stored by Bergenoff either in written or electronic form.

Privacy Policy

The Bergenoff Privacy Policy defines our handling of your sensitive personal and account information. Please see this document to learn how we value your information and maintain policies and processes that ensure its confidentiality and security.

Damages

Members agree to pay for all damage and any cleaning to the vehicle which results or is required due to the conduct of any passenger in the vehicle. Such damage includes, but is not limited to, burns, spillage, vomiting, broken glassware, scratches, stains, broken windows, torn seats, or broken mirrors. Charges for such repairs and cleaning will be assessed to the Member's authorized account on file. If the authorized account cannot be charged, Members agree to remit payment for damages within seven (7) days of the date of the event. No charges will be assessed without prior notification.

Vehicle Privacy Policy

The Club values member privacy during service. No photos, videos, or audio recordings of members will be captured via vehicle technology or driver actions. Members may not disclose or share information about other members without permission. Disturbing, photographing, or soliciting other members is prohibited and may result in suspension or termination of membership.

Standard of Behavior

The Club expects the highest standards of behavior and conduct from members and employees. Illegal activity, harassment, discrimination, or any behavior that fails to treat others with dignity and respect is strictly prohibited.

Member Safety

The Club is committed to providing a safe and secure environment for members, employees, and the public. Weapons are prohibited in the passenger compartment of vehicles. Firearms must be unloaded and stored in a proper case in the trunk if transport is allowed by law. Explosive materials are prohibited. Seat belts and child restraints are required, and Members must provide car seats for children as required by law. Car seats and booster seats must be removed at the destination.

Service Providers

The black car services offered by Bergenoff are provided by Cheve, LLC, a legal entity licensed by the Nebraska Public Service Commission to provide transportation for Bergenoff, Inc.

Contact Information

For any questions or support, please contact us at Member@Bergenoff.com or call (402) 932-2722.

Entire Agreement

These Terms of Service, together with the Payment Authorization, represent the entire agreement between the Member and Bergenoff and supersede all prior agreements.

Arbitration

Any dispute or controversy arising in connection with these Terms of Service that cannot be settled by mutual or amicable agreement shall be finally settled in accordance with the Judicial Arbitration and Mediation Services ("JAMS") commercial arbitration rules ("Rules") by one arbitrator with at least seven (7) years of experience as an arbitrator appointed in accordance with the Rules. The place of arbitration shall be Omaha, Nebraska. The parties agree no party shall be entitled to an award of punitive damages and the prevailing party shall be entitled to its attorneys' fees and expenses. The decision and award resulting from such arbitration shall be final and binding on the parties subject to the approval process under the Rules. Judgment upon the arbitration award may be rendered by any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement.

Limitation of Liability

Except to the extent any loss or damage is ultimately determined to be due solely to Bergenoff's gross negligence or willful misconduct:

In no event will Bergenoff, including our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, agents, or shareholders (collectively "Bergenoff" for purposes of this section), be liable to Member for any incidental, special, exemplary, punitive, consequential, or indirect damages arising out of or in connection with the Bergenoff platform, club services, or this agreement. This includes damages for deletion, corruption, loss of data, loss of programs, service interruptions, failure to store any information or other content maintained or transmitted by the Bergenoff platform, or damages from the cost of procurement of substitute services. Bergenoff will not be liable for these damages no matter how they arose, including negligence, even if Bergenoff or their agents or representatives knew or had been advised of the possibility of such damages.

The Bergenoff platform may be used by Member to request and schedule transportation, but Member agrees Bergenoff has no responsibility or liability to Member related to any transportation or other services provided to them other than as expressly set forth in this agreement.

Certain jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply to Member, some or all of the above disclaimers, exclusions, or limitations may not apply to them, and Member may have additional rights.