

## Bringit Travel, Inc.

### TERMS & CONDITIONS OF USE

#### Legal

#### U.S. Terms of Use

Effective: June 12, 2025

## 1. Contractual Relationship

These Terms and Conditions of Use (the "Terms") govern your access or use, from within the United States and its territories and possessions, of the applications, websites, content, products, and services (collectively, the "Services", as more fully defined below in Section 3) made available in the United States and its territories and possessions by Bringit Travel, Inc. and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "Bringit"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND BRINGIT. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Bringit may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

**IMPORTANT: PLEASE CAREFULLY REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH BRINGIT ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE THOROUGHLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.**

Additional terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such additional terms will be disclosed to you in separate disclosures in connection with the applicable Services. Additional terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Additional terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Bringit may amend the Terms from time to time. Amendments will be effective upon Bringit's posting of such updated Terms on its Application. Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If Bringit changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing Bringit written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Bringit Travel INC, or (b) by email from the email address associated with your Account to: [hello@bringit.cool](mailto:hello@bringit.cool). In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of these

Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms).

You agree that all information you provide to Bringit is governed by Bringit's **Privacy Policy**. Bringit's collection and use of personal information in connection with Bringit's Services is described in Bringit's Privacy Policies located at [www.bringit.cool](http://www.bringit.cool).

## **2. Agreement to Arbitrate**

**By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Bringit on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Bringit, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Bringit by someone else.**

### **Agreement to Binding Arbitration Between You and Bringit.**

You and Bringit agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Bringit, and not in a court of law.

You acknowledge and agree that you and Bringit are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Bringit otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Bringit each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

### **Rules and Governing Law.**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether

the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of California.

#### **Process.**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

#### **Location and Procedure.**

Unless you and Bringit otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Bringit submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### **Arbitrator's Decision.**

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Bringit will not seek, and hereby waives all rights Bringit may have under applicable law to recover, attorneys' fees and expenses if Bringit prevails in arbitration.

**Fees.**

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Bringit will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

**Changes.**

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms, if Bringit changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing Bringit written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Bringit Travel INC, or (b) by email from the email address associated with your Account to: hello@bringit.cool. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Bringit in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

**Severability and Survival.**

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

**3. Bringit's Services**

Bringit Travel, Inc., is a U.S.-based travel solutions group. Its subsidiary service-oriented companies, designs, produces, and implements technological enhancements for the travel industry.

Bringit is a concierge service that simplifies the traveler's experience by eliminating the hassle of transporting his or her own luggage, whereby allowing users to travel hands free.

Bringit is powered by a robust back end and user friendly mobile application that provides baggage pick-up service from the airport. It triggers retrieval by a dedicated attendant and delivery to the user's location of choice within a designated time frame established at the moment the order is placed.

## **User Authorization for Baggage Claim Retrieval and Secured Delivery**

By using Bringit's services, the user expressly authorizes Bringit and its agents to retrieve their checked luggage from the baggage claim area of domestic flights on their behalf. The user agrees to provide accurate flight and baggage claim information to facilitate this process.

Upon retrieval, Bringit will apply a unique, number identification sticker to each piece of luggage. This sticker allows for real-time tracking through Bringit's delivery system. The user acknowledges and accepts that Bringit does not apply physical locks or seals, and it is the sole responsibility to properly secure and lock their luggage prior to handoff.

Bringit does not inspect, verify, or alter the contents of any bag. The luggage is transported and delivered with the contents as received. Users are advised not to pack valuables, fragile goods, or items prohibited by TSA, airline policies, or law. Bringit assumes no liability for loss or damage to the contents of any luggage that is not properly secured or that contains items excluded by this policy.

### **V.1.0 (Drop & Go: Attendant Assisted)**

Bringit's Services include a mobile application (the "Application") which enables users to request in advance or upon landing at the airport to have their luggage picked up from the serviced airport and delivered to their destination. Users can track their luggage by getting status updates through the Application (Web or app) right up until delivery. Upon completion of delivery, the user receives a confirmation of the delivery and a photo of the user's luggage.

Bringit users will submit a request through the Application for pickup of their luggage in the public area, beyond the Federal Inspection Station of the airport. Once the request is received, the user will be contacted via SMS or email to receive the pick up and delivery instructions. Once the luggage is picked up, it will be tagged by the Bringit Attendant using a unique number or serial, scanned into Bringit's tracking system, and collected onto a luggage cart. The Bringit Attendant will call for a shuttle van to collect the luggage from the airport and transport it to Bringit's Drop Zone (DZ). Once at the DZ, the luggage is scanned again, and sorted to await the arrival of an assigned Crowd Services driver. The assigned Crowd Services Driver will scan each tagged-bag before loading them into the vehicle and departing from the DZ for delivery at the traveler's destination – all within four (4) hours of the time the bag was originally tagged and scanned at the airport. In some cases luggage won't need to be dropped at the drop zone, and will remain in our cargo vehicle until delivery.

To ensure the security and on-time delivery of user luggage, the DZ Operations Center will use Dashboard technology to track all aspects of the pick-up and delivery operation, including user requests, tagged-tracked luggage, shuttle, vehicles and crowd-service vans, as well as route congestion throughout the process.

### **Luggage Storage & Drop Zone Handling:**

Depending on routing efficiency and service logistics, luggage may or may not be delivered directly to a drop zone or intermediary holding location. In certain cases, luggage may remain securely in our designated vehicles until final delivery to the user's selected destination. All luggage is stickered with a unique identifier, tracked in real time, and monitored under our

custody protocols throughout the handling process. Bringit reserves the right to adjust storage and routing logistics in order to ensure timely and secure delivery

Unless otherwise agreed by Bringit in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

### **Application Purchases and Other Terms and Conditions**

All purchases through Bringit's Application or other transactions for services or information are governed by our Terms and Conditions.

### **Order Requirements**

Orders for Bringit may be placed up to 30 days in advance of your scheduled arrival time at the airport or upon landing at the airport. Bringit will handle your luggage from US Domestic or International flights. We are able to deliver to residential, hotel, convention center, airport or business locations. In order to complete a delivery you must provide us with a valid street address identifying the location where the delivery will be made. We are unable to deliver luggage to post office boxes. Bringit will make every reasonable attempt to deliver your luggage from the airport to your destination within four (4) hours of the time the bag was originally tagged and scanned at the airport.

### **Some circumstances that may inhibit our ability to deliver your luggage within four (4) hours of the time the bag was originally tagged and scanned at the airport:**

- No local name, address, phone numbers are provided
- You are located at a remote location or an unreachable address, such as a cruise ship or a camping site
- You changed your delivery address, but did not notify us
- Operational circumstances that prevent Bringit from being able to locate or deliver your bags within this time frame

In these circumstances, luggage will remain under Bringit possession, and customer have to pay an additional fee to reschedule the delivery.

### **Luggage Requirements**

You must comply with all airline and Federal Aviation Administration rules and regulations applicable to your luggage and its contents. Failure to comply with applicable FAA and airline rules and regulations may cause a delay of service, damage to or a complete loss of your luggage and may void any liability by Bringit. Bringit reserves the right to refuse to accept any luggage when Bringit, in its sole discretion, determines that the luggage is unsafe or economically or operationally impracticable to deliver. Bringit will only make deliveries of luggage which meet the requirements of your airline's standard and excess luggage policy and luggage weight and size limitations, available in How it Works section.

### **Live animals.**

Bringit will not transport luggage containing live animals, regardless of whether or not the luggage is in compliance with airline and Federal Aviation Administration rules and regulations.

### **Extra-bag and/or extra-weight fees**

Any transactions including extra-bag and/or extra-weight fees will be charged to the client's account through the Bringit Application, making the user experience simple, secure, and efficient.

### **Order Changes**

Changes to your order must be made within the application four (4) hours before your scheduled pick up time. Changes after (4) hours of scheduled pick up time must be made by contacting Bringit at [hello@bringit.cool](mailto:hello@bringit.cool). You must contact Bringit as soon as possible if you miss your flight, your flight is delayed, cancelled or diverted, you have a greater or fewer number of bags than stated in your original order, or you discover errors in the information included on your order. Failure to contact us to alert us to these important changes may result in delays in service or cancellation penalties or additional charges being assessed.

### **Cancellation**

You may cancel any order without penalty so long as you complete the cancellation 4hrs before scheduled pick up. After that time we reserve the right to charge a cancellation penalty of \$20.00 . To cancel a Bringit order, please contact Bringit, at [hello@bringit.cool](mailto:hello@bringit.cool) or doing it through the application. Cancellations cannot be guaranteed after pickup and you may be responsible for the full cost of the order if we are unable to complete the cancellation prior to dispatch of the local driver.

### **Liability limitations.**

Bringit assumes no responsibility for lost or damaged baggage or delayed delivery of baggage not acceptable for transportation by the user's airline as checked baggage. Bringit assumes no liability for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear.

Bringit assumes no liability for any indirect, consequential, incidental, punitive or special damages resulting from loss, damage or delayed delivery of baggage, including, without limitation, damages for lost revenue or profits, loss of use or business interruption.

**BRINGIT'S LIABILITY, IF ANY, FOR LOSS, DAMAGE TO, OR DELAY IN THE DELIVERY OF LUGGAGE OR ITS CONTENTS IS LIMITED TO THE PROVEN AMOUNT OF DAMAGE OR LOSS, BUT IN NO EVENT SHALL BRINGIT'S LIABILITY EXCEED \$500 PER BAG OR \$1,000 PER USER. COMPENSATION WILL BE PAID ONLY FOR LOSS OF OR PHYSICAL DAMAGE TO LUGGAGE AT ACTUAL CASH VALUE AND NOT REPLACEMENT COST. BRINGIT SHALL NOT BE LIABLE FOR ANY CONCEALED LOSS OR DAMAGE. BRINGIT IS NOT RESPONSIBLE FOR LOSSES OR DELAYS RESULTING FROM EVENTS BEYOND ITS CONTROL INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: AIRLINE AND TRANSPORTATION DELAYS; ACTION OR INACTION OF AN AIRLINE WHICH CAUSES YOUR LUGGAGE TO BECOME SEPARATED FROM YOU, LOST OR DAMAGED; YOUR UNAVAILABILITY AT TIME OF DELIVERY OR THE FAILURE OR REFUSAL OF A PERSON TO ACCEPT DELIVERY OF THE LUGGAGE; ACTS OF GOD; ACTS OF PUBLIC AUTHORITIES ACTING WITH ACTUAL OR APPARENT AUTHORITY; ACTS OR OMISSIONS OF CUSTOMS OR SIMILAR AUTHORITIES; CRIMINAL ACTS OF THIRD PARTIES; THE APPLICATION OF SECURITY REGULATIONS IMPOSED BY ANY GOVERNMENT; WORK STOPPAGES OR OTHER LABOR DISPUTES; WAR, MILITARY ACTIONS OR POLICE ACTIONS; ACTS OF TERRORISM; CIVIL COMMOTIONS; OR DISRUPTIONS IN AIR OR GROUND TRANSPORTATION NETWORKS, SUCH AS WEATHER PHENOMENA AND NATURAL DISASTERS.**

**Legal action**

Legal action premised on or related to damage, delay or loss must be commenced within ten (10) days of the date of the incident.

**Missing items**

Items missing from luggage must be reported to Bringit within twelve (12) hours of delivery of the bag to the user's destination. The customer needs to prove the item was in there after the luggage was locked.

**Loss / delay**

In the case of delay or loss, an initial complaint must be presented to Bringit within twelve (12) hours of the scheduled delivery of the luggage to the user's destination. If compensation is sought for a delay or loss, a written claim, in the form provided by Bringit, must be received by Bringit no later than three (3) days after the initial report was presented and recorded by Bringit. Delays resulting from external factors—such as airport operations, TSA procedures, airline baggage delays, or third-party issues—are not considered delays attributable to Bringit. If luggage is lost or misplaced before Bringit takes possession, our team will promptly contact the user to inform them of the situation and provide any available guidance.

**Claims**

Failure to report delayed or damaged baggage or missing contents within the prescribed time limit releases Bringit from liability.

**Damaged baggage**

No action shall lie in the case of damage to baggage unless the person entitled to delivery files an initial report with Bringit within twelve (12) hours of the scheduled delivery of the luggage to the user's destination.

After the initial report of damage to Bringit, the damaged property must be presented to Bringit for repair within thirty days from the date of the initial report of damage to Bringit.

**Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Bringit; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.



## **Provision of the Services**

You acknowledge that portions of the Services may be made available under Bringit's subsidiaries and affiliates; or (ii) independent Third Party Providers.

## **Third Party Services and Content**

The Services may be made available or accessed in connection with third party services and content (including advertising) that Bringit does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Bringit does not endorse such third party services and content and in no event shall Bringit be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

## **Ownership**

The Services and all rights therein are and shall remain Bringit's property or the property of Bringit's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Bringit's company names, logos, product and service names, trademarks or services marks or those of Bringit's licensors.

# **4. User Accounts**

## **User Accounts.**

In order to use the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Bringit certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by Bringit. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Bringit in writing, you may only possess one Account.

## **User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

### **Text Messaging and Telephone Calls**

You agree that Bringit may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with a Bringit account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from Bringit at any time, either by texting the word "STOP" to the same text number using the mobile device that is receiving the messages, or by contacting [hello@bringit.cool](mailto:hello@bringit.cool). If you do not choose to opt out, Bringit may contact you as outlined in its User Privacy Statement, located at <https://www.bringit.cool/privacy-policy>.

### **SMS Communications & Consent**

By using Bringit's services, you consent to receive automated and non-automated text messages (SMS) related to your booking, including but not limited to:

- Pickup and delivery confirmations
- Service reminders and time-sensitive updates
- Courier arrival alerts
- Real-time tracking information
- Issue notifications or service-related inquiries

These communications are considered part of the core Bringit service and are transactional in nature, not promotional.

You agree to provide a valid mobile number and understand that message and data rates may apply, depending on your carrier plan. You may opt out at any time by replying STOP to any SMS received from Bringit. After opting out, you may not receive important updates related to your active service bookings.

Bringit collects and retains proof of consent, including timestamp, user identification, and the phone number provided, in accordance with applicable laws and messaging guidelines.

## **Referrals and Promotional Codes**

Bringit may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services and/or a Third Party Provider's services, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Bringit establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Bringit; (iii) may be disabled by Bringit at any time for any reason without liability to Bringit; (iv) may only be used pursuant to the specific terms that Bringit establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Bringit reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Bringit determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Bringit's Terms.

## **User Provided Content.**

Bringit may, in Bringit's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Bringit through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Bringit, you grant Bringit a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Bringit's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Bringit the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Bringit's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Bringit in its sole discretion, whether or not such material may be protected by law. Bringit may, but shall not be obligated to, review, monitor, or remove User Content, at Bringit's sole discretion and at any time and for any reason, without notice to you.

## **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Bringit does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **5. Payment**

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). Bringit will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments.

All Charges and payments will be enabled by Bringit using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Bringit may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by Bringit.

As between you and Bringit, Bringit reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Bringit's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Bringit will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Bringit may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third Party Provider's behalf. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback. Bringit may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Third Party Providers or other third parties.

Bringit does not designate any portion of your payment as a tip or gratuity to a Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary.

## **6. Disclaimers; Limitation of Liability; Indemnity.**

**DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." BRINGIT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, BRINGIT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BRINGIT DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

**LIMITATION OF LIABILITY.**

BRINGIT SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF BRINGIT, EVEN IF BRINGIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BRINGIT SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF BRINGIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BRINGIT SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND BRINGIT'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BRINGIT'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON BRINGIT'S CHOICE OF LAW PROVISION SET FORTH BELOW.

**Indemnity**

You agree to indemnify and hold Bringit and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Bringit's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## **7. Other Provisions**

### **Choice of Law**

These Terms are governed by and construed in accordance with the laws of the State of Utah, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Floridians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 2 of these Terms, are only intended to specify the use of Utah law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending Utah law to you if you do not otherwise reside in Utah. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 2 or to any arbitrable disputes as defined therein. Instead, as described in Section 2, the Federal Arbitration Act shall apply to any such disputes.

### **Claims of Copyright Infringement**

Claims of copyright infringement should be sent to Bringit's designated agent.

### **Notice**

Bringit may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to Bringit, with such notice deemed given when received by Bringit, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o Bringit Travel INC.

### **General**

You may not assign these Terms without Bringit's prior written approval. Bringit may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Bringit's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Bringit or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Bringit's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Bringit in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

## **Waiver and Severability**

No waiver by Bringit of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Bringit to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **Final Acknowledgment and Responsibility**

By using Bringit's services, you acknowledge and agree to the following terms related to the handling and delivery of your luggage:

- **User Responsibility:** You are solely responsible for ensuring that your luggage is properly prepared, accessible, and handed off at the designated pickup location, and that someone is available to receive it at the delivery point if required.
- **Location Risk Disclaimer:** Bringit is not responsible for the security, condition, or accessibility of third-party locations where luggage is left or delivered (e.g., hotel lobbies, garages, unlocked areas, or with third parties). Users assume all risk associated with such locations.
- **Content Liability:** Bringit does not inspect, verify, or take responsibility for the contents of any luggage. Users agree not to include valuables, fragile goods, perishable items, live animals, hazardous materials, or items prohibited by law, TSA, or airline policies.
- **Limited Coverage:** Bringit is not liable for missing, lost, or damaged items unless a valid claim is submitted under our approved liability policy. All claims must meet the outlined criteria for review and reimbursement.
- **Verification Protocols:** Users must upload clear photos of their luggage, claim tickets (when applicable), and provide any required access codes or instructions to ensure successful pickup and delivery.
- **Requirement for Baggage Claim Tickets:** To complete a Bringit service, users are required to upload a clear photo of their baggage claim ticket through the Application immediately after checking in at the airport. This information is essential for Bringit to verify and retrieve the correct luggage from the baggage claim area. If the user fails to provide the required baggage information or claim ticket photos, Bringit will send up to three (3) SMS reminders to the mobile number provided in the Account. If the

information is still not uploaded following the third SMS reminder, the order will be automatically cancelled for failure to provide necessary information. In the event of such a cancellation, a \$20.00 cancellation fee will be charged to the user's payment method, and the remaining balance of the original Service Charge will be refunded.

- Recorded Interactions: For security, training, and quality assurance purposes, all physical handoffs and interactions may be recorded using body cameras when applicable.

By continuing to use Bringit's services, you confirm your understanding and agreement with the above terms and conditions.