

TERMS OF SERVICE

Last revised: 12/22/23

Hello and welcome! We are glad that you are taking the time to read these terms of service (the “**Terms**”).

These Terms are important as they, together with your booking confirmation email (the “**Booking Confirmation**”), set out the legal terms on which Fastline Logistics services are made available to you. They also cover any interactions or communications you have with members of our team.

Your use of our Service is conditioned upon your acceptance of these Terms. To book a Service, you must also accept these Terms. If you do not accept these Terms, then please do not use our Website or book any of our Services.

We may change these Terms at any time and your future use of our Service following changes to these Terms is subject to you accepting those updated Terms. We recommend that you save or print a copy of these Terms.

Section 20 of these Terms contains an arbitration agreement and class action waiver that apply to all claims brought against Fastline Logistics. Please read them carefully.

In these Terms:

“**we**”, “**us**” or “**our**” refer to Fastline Logistics, having its registered office at Unit #1302 848 N RAINBOW BLVD LAS VEGAS, NV. 89107, USA

“**our Partners**” refers to any affiliated, co-branded or linked website through which we provide content or service

“**our Service**” refers to the provision of our websites, invoices, and other online tools made available to you such as fasttrack airport pickup, airport drop-off, visa on arrival, police security, car rental, etc.

“**you**” refers to you, the client, the traveler, using our Service or making a booking with our Service.

Please read these Terms carefully.

Section 1. Rules and Restrictions

As well as these Terms, other terms and conditions provided by Fastline Logistics (such as driver disposition, car rental conditions, or booking agreement, etc.) also apply to your booking (“**Rules and Restrictions**”).

To make a booking, you must accept the Rules and Restrictions of Fastline (such as payment of due amounts, refundability, fees and penalties, availability restrictions and use of fares or services, etc.). The relevant Rules and Restrictions are provided to you before you make a booking and are incorporated by reference into these Terms.

If you violate Fastline’s Rules and Restrictions, your booking may be canceled and you may be denied access to the relevant service. You may also lose any money paid for such booking and we may debit your account for any costs we or they incur as a result of such violation.

Section 2. Using our Service

Section 2.1 Our rules

We provide our Service to help you navigate travel across the African continent and to assist you in booking our Services. It is provided to you for no other purpose.

You agree that:

- you will only use our Service for personal and non-commercial purposes
- you must be at least 18 years of age and have the legal authority to enter into contracts
- you will use our Service lawfully and in compliance with these Terms
- all information supplied by you is true, accurate, current and complete
- if you have an account with us, you will:
 - safeguard your account information
 - be responsible for any use of your account by you or others
- if you book on behalf of others:
 - you will obtain their authorization prior to acting on their behalf
 - you will inform them about the terms that apply to the booking (including the Rules and Restrictions) and ensure that they agree to such terms
 - you are responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.

You also agree not to:

- make any false or fraudulent booking
- access, monitor or copy any content on our Service using any robot, spider, scraper or other automated means or any manual process
- violate the restrictions in any robot exclusion headers on our Service or bypass or circumvent other measures employed to prevent or limit access to our Service
- take any action that imposes, or may impose, an unreasonable or large load on our infrastructure
- deep link to any part of our Service
- "frame", "mirror" or otherwise incorporate any part of our Service into any other website.

Section 2.2 Access

We may, acting reasonably, deny anyone access to our Service at any time for any valid reason.

We may also make improvements and changes to our Service at any time.

Section 3. Confirming a booking

Your Booking Confirmation includes the essential elements of your booking, such as the description of the Service(s) booked and the price.

We will send your Booking Confirmation and any relevant travel documents to the email address you provide when you book. If you do not receive your Booking Confirmation within 24 hours of making your booking, please [contact us](#).

Section 4. Price

The price of the Service(s) will be as displayed on our Service page, except in cases of obvious error. Prices for Services are dynamic and can change at any time. Price changes will not affect bookings already accepted, except in cases of obvious error. We try hard to ensure that the displayed price is accurate. We reserve the right to correct any pricing errors on our Service.

If there is an obvious error and you have made a booking, we will offer you the opportunity to keep your booking by paying the correct price or we will cancel your booking without penalty. We have no obligation to make available services to you at an incorrect (lower) price even after you have been sent a Booking Confirmation, if the error should reasonably have been apparent to you.

Section 5. Taxes

The prices displayed through our Service may include taxes or tax recovery charges. Such taxes or tax recovery charges may include amounts associated with value-added tax, goods and services tax, sales tax, and other taxes of a similar nature.

Taxes or tax recovery charges are generally calculated or estimated on the prices displayed through our Service before any discounts (including those funded by us), coupons and loyalty points that may be applicable to your booking, unless those discounts, coupons and loyalty points are considered as a reduction in price for the purposes of calculating or estimating taxes in the relevant jurisdiction for the booking.

The amount of local taxes can change between the inquiry date and booking date. If taxes have changed by your booking date, you may be liable to pay taxes at the higher rate.

Section 6. Payment processing

When payment is taken at the time of your booking and paid for in the local currency of our Service (as relevant). Our Privacy Statement provides information on how we use your payment and account information when you elect for us to store a credit or debit card or other payment method for future use.

Section 7. Payment verification

You may verify your payment method by obtaining a pre-authorization, charging a nominal fee or through other verification means, and on verification, charge your payment method.

Section 7.1 Fees charged by banks

Some banks and card issuers impose fees for international or cross-border transactions. For example, if you make a booking using a card issued in a different country from the location of Fastline Logistics or you choose to transact in a currency that is different from the local currency of our Service, your card issuer may charge you an international or cross-border transaction fee.

Also, some banks and card issuers impose fees for currency conversion. For example, if you make a booking in a currency different to the currency of your credit card, your card issuer may convert the booking amount to the currency of your credit card and charge you a conversion fee. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank or card issuer. We are not associated or responsible for any fees relating to varying exchange rates and card issuer fees.

Section 7.2 Currency conversion

Any currency conversion rates are based on public sources and current exchange rates, which may vary between the time a booking is made and the time of travel. Such rates are provided for information purposes only and, while we seek to provide information that is correct, we do not guarantee the accuracy of such conversion rates because they are not within our control.

Section 7.3 Alternative payment methods

We may partner with providers of alternative payment methods (such as consumer finance companies), to provide you with alternative payment methods. We do not endorse or recommend any alternative payment provider or their products or services. We are not responsible for the content or the acts or omissions of any alternative payment provider. Your use of any such provider's payment method is at your own risk and will be governed by such provider's terms and policies.

Section 8. Fraud

If a booking or account shows signs of fraud, abuse, association with a government-sanctioned person or entity, or other suspicious activity, we may request extra information from you.

If we reasonably conclude that a booking or account is associated with fraud or suspicious activity, we may:

- cancel any bookings associated with your name, email address or account
- close any associated accounts, and take legal action, including to seek to hold you liable for any loss.

Please [contact us](#) about the cancellation of a booking or closing of an account.

Section 9. Canceling or changing a booking

Section 9.1 Cancellation or change by you

Cancellations or changes (with respect to the travel date, destination, place where the trip starts, Driver, Escort or means of transport) to a booking can be made by [contacting us](#).

We may charge you fees for canceling (in full or part) or changing a booking. Such fees will be set out in our invoices and FAQ. You agree to pay any charges that you incur. Please be aware that for changes, the price of your new arrangements will be based on the applicable price at the time you ask us to make the change. This price may not be the same as when you originally booked the services. Prices tend to increase around certain periods such as travel peak periods.

Section 9.2 Other cancellation or change

We may cancel your booking if full payment for the booking, or any applicable cancellation/change charge or fee relating to a booking is not received when due.

For a variety of reasons (such as overbooking, connectivity issues, or harsh weather conditions, etc.), it is possible that a booking may be canceled by us. If this happens, we will make reasonable efforts to notify you as soon as possible, and offer alternative options/assistance where possible or a refund.

Section 10. Refund

Any refunds will be transferred back to you to the payment method you used to make the original booking. Our fees are not refundable unless this is stated otherwise during the booking process.

Section 11. Service specific terms

This Section provides details of the general terms of the services provided by Fastline Logistics. These details are not exhaustive and do not replace the relevant Rules and Restrictions, which are provided to you before you make a booking for a particular service.

If there is any inconsistency between this Section and the relevant Rules and Restrictions for a particular service, the relevant Rules and Restrictions prevail.

Section 12. Vehicle Service Rental

We may offer you the opportunity to book a day trip with our chauffeured vehicles which includes up to 12 hours of service per day. A standard day trip begins at 6:00 am and ends at 6:00 pm, totalling 12 full hours of service. Unless a pick-up time is specified, then a day trip will resume from the time of pick-up for a 12 hour period. We may offer up to 24 hour or full day trips with our chauffeured vehicles which includes up to 24 hours of service per day. A standard full day begins at 6:00 am and ends at 6:00 pm, unless a pick-up time is specified, then a full day will resume from the time of pick-up for a 24 hour period. In the event that you book a 12 hour day trip and extend your time, we charge a fee of \$35 per additional hour. Combined trips may provide a greater choice and are often cheaper. We will inform you of this if you are booking a full 24 hour day instead of a 12 hour day trip, so that you can consider what is most suitable for you.

Each kind of trip is subject to its own Rules and Restrictions. Drivers are given a 30 minute bathroom break, every 12 hour period and In all cases, drivers must be notified at least 30 minutes before commencing the trip. If a trip is canceled, you will be responsible for any charges or fees incurred for making changes to your booking.

Section 13. No-show or cancellation

In case of a no-show or driver cancellation up to 12 hours before pick-up time, or without prior notice, you may be entitled to a refund of taxes and fees. In this instance, you can request such a refund from [us](#), and we will facilitate your request. A driver can refuse to provide service if there is a safety issue, or they believe that they or the vehicle could be put in harm's way. In this situation, we have the right to refuse service, and do not offer refunds. Payment for Visa on Arrival is final.

Section 14. Fastline Vehicles

When you book one of our chauffeured cars, you/the driver must present your/their valid ID card. Payment may be subject to the Rules and Restrictions agreed upon for that particular service, and you will be required to pay an amount up to the full price of car rental services before service begins.

Section 14.2 Supplements

Extra charges may be payable by you. These charges may cover gas surcharge, additional time beyond what was paid for, child car seats, etc.

Section 14.3 Drivers of rental cars

Fastline Drivers may be aged between 21 and 75.

You will not be permitted to have your driver take your rental car outside of the rental country, or on ferries, and additional restrictions may apply.

Section 14.4 Cancellation of bookings and unused rental days

No refunds will be offered on bookings canceled within 6 hours of collection time or for any unused rental days.

Section 15. Liability

Section 15.1 Our liability

We own and operate the list of services provided to you.

To the maximum extent permitted by law, Fastline Logistics and its Partners will not be liable for:

for any personal injuries, death, property damage or other damages or expenses resulting from the above.

We provide you with information describing our Services. This information includes service details, photos, rates and the relevant Rules and Restrictions, etc. We display this information through our website, and ensure that it's accurate, complete and up to date. To the maximum extent permitted by law and subject to the limitations in these Terms, neither Fastline Logistics nor our Partners will be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages arising from:

- the Travel Services,
- the use of our Service,
- any delay or inability to use our Service, or
- your use of links from our Service,

whether based in negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if we have been advised of the possibility of such damages.

If Fastline Logistics or its Partners are found liable for any loss or damage under these Terms, then, to the maximum extent permitted by law, we shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and us (or our Partners as applicable),
- actually suffered or incurred by you, and
- directly attributable to our actions (or the actions of our Partners as applicable),

and in the event of any liability of our Group of Companies and/or our Partners, such liability will in no event exceed, in total, the greater of (a) the cost paid by you for the Travel Services in question or (b) one-hundred dollars (US\$100.00) or the equivalent in local currency.

This limitation of liability reflects the allocation of risk between you and us. The limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms insure to the benefit of Fastline Logistics.

Every instance of force majeure, including the interruption of means of communication or a strike, will lead to the suspension of the obligations in these Terms that are affected by the force majeure event. In such a case the party affected by the force majeure event will not be liable as a result of the inability to meet such obligations.

Section 15.2 Indemnity

You agree to defend and indemnify Fastline Logistics and our Partners 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 ("**Losses**"), including but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced in them
- your violation of any law or the rights of a third-party, or
- your use of our Service,

to the extent that such Losses are not directly caused by the actions Fastline Logistics or our Partners (as applicable).

Section 16. Reviews, comments and photos

By submitting content to our Service by email, postings or otherwise, including any reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions (collectively "**Submissions**"), you:

confirm that all Submissions you make are your original creation and that you have and will maintain all rights necessary to allow us to use the Submissions as set out in these Terms, and

grant our Group of Companies and our Partners as permitted by law, a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable through multi-levels right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or later devised.

You also acknowledge and agree that Fastline Logistics or our Partners may choose to use the name that you submit with such Submission to attribute your Submissions (for example, listing your first name and hometown on a review that you submit) at our discretion in a non-identifiable format. Such Submissions may also be shared with our online community. You also grant Fastline Logistics the right to legally pursue any person or entity that violates your or our rights in the Submissions.

Submissions are non-confidential and non-proprietary.

If possible, you expressly waive any and all 'moral rights' (including rights of attribution or integrity) that may subsist in your Submissions. You agree that you have no objection to the publication, use, modification, deletion or exploitation of your Submissions by our Group of Companies, our Partners or any of our other licensees.

You are fully responsible for the content of your Submissions. You must not post or transmit to or from our Service and agree that any Submissions you make do not contain any content that:

is unlawful, threatening, libelous, defamatory, obscene, pornographic, or would violate publicity or privacy rights or any law

is commercial (such as solicitation of funds, advertising, or marketing of any goods or services, etc.)

infringes, misappropriates or violates any copyright, trademark, patent or other proprietary right of any third-party, or

is objectionable on the grounds of public interest, public morality, public order, public security or national harmony.

You will be solely liable for any damages resulting from not complying with the rules above, or any other harm resulting from your posting of Submissions to our Service.

We may exercise our rights (for example: to use, publish, display, delete, etc.) to any Submissions without notice to you.

If you submit more than one review for the same property, only your most recent Submission is eligible for use.

We claim no ownership or endorsement of, or affiliation with, any Submissions made by you.

Section 17. Intellectual property policy and notices

Section 17.1 Copyright and trademark notices

All contents of our Service are ©2023 Fastline Logistics, All rights reserved. We are not responsible for content on websites operated by parties other than us.

Our online platforms may contain links to websites operated by parties other than us. Such links are provided for your reference only. We do not control such websites and are not responsible for their content or your use of them. Our inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators.

Section 17.2 Intellectual property infringement policy and complaints

We respect the intellectual property rights of others and expect our suppliers, partners, and users (collectively "**Users**") to do the same. We have a policy of prohibiting Users from posting materials that infringe the copyright, trademark rights, or other intellectual property rights of others, and under appropriate circumstances we will terminate the account of Users who are repeat infringers.

Section 17.3 Software available on our Service

Any software made available to download from our Service or a mobile app store ("**Software**"), is the copyrighted work of Fastline Logistics or our respective suppliers. Your use of the Software is governed by the terms of the end user license agreement (if any) which accompanies the Software ("**License Agreement**"). You must first agree to the License Agreement to install, download or use any Software.

For any Software not accompanied by a License Agreement, we grant you a limited, personal, non-exclusive, non-transferable and non-sub-licensable license to download, install and use the Software for using our Service in line with these Terms and for no other purpose. The Software is provided to you free of any fees or charges.

All Software (such as all HTML code and Active X controls, etc.) contained on our Service, is owned by Fastline Logistics, our Partners or our respective suppliers. All Software is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is prohibited by law and may result in severe civil and criminal penalties. Anyone who violates this will be prosecuted.

Without limiting the above, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The Software is warranted, if at all, only according to the terms of the License Agreement.

Section 18. Your privacy and personal information

We are committed to the privacy, confidentiality, and security of personal information entrusted to us.

Section 19. Rewards program

We have a free loyalty program available to our clients.

Section 20. Disputes and arbitration

Please read this Section carefully. It requires that any and all claims be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum. Arbitration is required if your country of residence enforces arbitration

agreements, including without limitation, the United States. If you are outside the United States but attempt to bring a claim in the United States, arbitration is required for determination of the threshold issue of whether this dispute resolution section applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

We are committed to client satisfaction and to resolving consumer disputes in a timely and efficient manner. We have a two-step dispute resolution process that includes: (1) investigation and negotiation of your claim with our Support team; and, if necessary, (2) an agreed upon arbitral tribunal. You and us each retain the right to seek relief in small claims court as an alternative to arbitration.

Agreement to arbitrate (“Arbitration Agreement”)

You and we mutually agree that any disputes between us arising out of or relating in any way to our Service, these Terms, our Privacy Statement, any services or products provided by us or any of our subsidiaries, or companies offering products or services through us, any dealings with our Support agents, or any representations made by us (“Claims”), will be resolved by binding arbitration, rather than in court except those resolved in small claims court. This includes any Claims you assert against us, our subsidiaries, Partners, or any companies offering products or services through us (which are beneficiaries of this Arbitration Agreement). This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against, any third parties, including but not limited to your spouses, heirs, third-party beneficiaries, and assigns, where their underlying claims are in relation to your use of our Services. To the extent that any third-party beneficiary to these Terms brings claims against the entities covered by these Terms; those claims shall also be subject to this Arbitration Agreement. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including without limitation the existence, scope, or validity of the Arbitration Agreement, any defense to arbitration such as issues relating to whether this Arbitration Agreement can be enforced, is unconscionable or illusory, and any defenses to arbitration, including without limitation jurisdiction, waiver, delay, laches, or estoppel.

Small claims court matters

Notwithstanding the foregoing arbitration provisions, either you or we may bring, or remove, any claim in small claims court if the claim is within such court’s jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

Section 20.1 No class actions or representative proceedings

You and we agree that any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action, including without limitation as a private attorney general. The arbitrator may not consolidate more than one party’s Claims and may not otherwise preside over any form of any class or representative proceeding. You and we further acknowledge that you are each waiving your right to a jury trial.

Section 20.2 Mandatory pre-arbitration dispute resolution and notification

Prior to initiating arbitration, you agree to give us the opportunity to resolve any Claims by notifying us of the Claim in writing and attempting in good faith to negotiate an informal resolution.

You may email an attached Notice of Dispute ("**Notice**") addressed to: info@bookfastline.com. The Notice must contain the following information: (1) your name, (2) your address, (3) the email address you used to make your booking, (4) a brief description of the nature of your complaint, (5) the resolution that you are seeking, and (6) your signature embed within the attached notice.

If we are not able to resolve your complaint within 60 days of you providing Notice, you may commence an arbitration proceeding. Engaging in this pre-arbitration dispute resolution and notification process is a requirement that must be fulfilled before commencing arbitration.

Client Support and the handling of complaints

For answers to your questions or ways to contact us, visit our customer support/FAQ page.

Section 21. General

Section 21.1 Failure to invoke

Our failure or delay to enforce any provision of these Terms does not waive our right to enforce the same or any other provision(s) of these Terms in the future.

Section 21.2 Unenforceable provisions

If any provision (or part provision) of these Terms is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part provision) shall, if required, be deemed not to form part of these Terms with you. In such a case, the validity and enforceability of the other provisions shall not be affected.

Section 21.3 Entire agreement

These Terms constitute the entire agreement between you and us with respect to our Service. They supersede all prior or contemporaneous communications (whether electronic, oral, or written) between you and us about our Service.

Section 21.4 Assignment

We may, and you may not, assign, subcontract or delegate rights, duties or obligations under these Terms.

Section 21.5 Third-party rights

Save as expressly stated in these Terms we do not intend any part of these Terms to be enforceable by any person who is not a party to these Terms. No third-party's consent shall be required for the waiver, variation or termination of any part of these Terms. These Terms do not give rise to any rights under any applicable laws or regulations in relation to rights of third parties to enforce any part of these Terms.

Section 21.6 Survival of obligations

Any provision of these Terms, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of these Terms, shall survive such expiration or termination.