

TERMS & CONDITIONS

Welcome to City CoPilot! By using City CoPilot products, software, services and/or web sites ("City CoPilot Services"), you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time, including but not limited to Program Policies and Legal Notices (collectively, the "Terms"). We may update the Terms in the future, and you will be able to find the most current version of this agreement at [link](#).

If user accepts or agrees to these Terms on behalf of a company or other legal entity, you represent and warrant that user has the authority to bind that company or other legal entity to these Terms and, in such event, will refer and apply to that company or other legal entity.

KEY EXCHANGE AGREEMENT

The user who accepts these Terms ("Host"), acknowledges and agrees that he/she is leaving in the possession of City CoPilot: Your Neighborhood Front Desk TM ("CCP"), solely for purposes of providing the party designated by the Host in accordance with the terms hereof (the "Guest"), keys, entry instructions and other directions as the Host determines in his or her sole discretion (the "Entry Package"), to the Host's home (the "Residence"), to be released by CCP to the Guest in accordance with the terms hereof. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Terms and Conditions of Acceptance by CCP:

a. The Host acknowledges that all items to be included in the Entry Package have been delivered to CCP and that CCP will put the items into a sealed package labeled with the Host Code and the Reservation Number.

b. The Host has been issued a four-digit Host Code that will be such Host's Host Code for this and all future reservations made through CCP. CCP has also issued a Reservation Number and entered it in the space indicated above. The Host must supply the Reservation Number to the Guest in advance of the Guest coming to CCP to retrieve the Entry Package.

c. CCP will not deliver to the Guest, and the Host acknowledges and agrees that CCP will not be liable to the Host for any damages whatsoever, if the Guest does not have the proper code and I.D. when attempting to retrieve the Entry Package. If either or both of the foregoing occurs, CCP will notify the Host using the contact details provided above but shall have no obligation to use other than commercially reasonable means to contact the Host and the Host hereby forever waives any right to a claim for liability or damages of any kind whatsoever against CCP, its directors, officers, shareholders, employees or agents in the event the events contemplated in this paragraph shall occur.

d. In the event the Host wishes the Guest to return the Entry Package to CCP the Host hereby instructs CCP to accept the return of the Entry Package to the Residence from the Guest.

2. Fees.

a. CCP's fee for all services rendered in connection with the Entry Package Exchange is \$9.99 per Entry Package exchange. The fee is payable by the Host at the time of registration on the site.

b. Entry Package exchange bundles may be purchased for a discount. Please direct any inquiries to a CCP representative.

3. Limitation on Liability. In no event shall CCP be liable to the Host for any damage, loss or theft in connection with the Guest's use of the Residence, including the Guest's failure to return the keys to the Residence to CCP, if applicable, and the Host acknowledges and agrees that CCP is merely acting as a conduit pursuant to which the Entry Package may be delivered by the Host to the Guest.

4. Governing Law. This Baggage Storage Agreement (this "Agreement") shall be enforced, governed, and interpreted by the laws of the State of New York without regard to New York's conflict of laws principles.

5. Jurisdiction. All parties agree to be subject to, and covenant not to contest, the personal jurisdiction of the courts of the State of New York with regard to the subject matter of this Agreement. The parties agree not to contest jurisdiction as provided in this Paragraph.

6. Construction. The parties acknowledge that this is a negotiated agreement and that, in no event, shall any of the terms or provisions hereof be construed against any party on the basis that such party or counsel for such party drafted this Agreement.

7. Binding Effect. This Agreement shall be binding upon each of the parties, their heirs, beneficiaries, legal representatives, executors, administrators, personal representatives, successors, and assigns.

DELIVERY ACCEPTANCE AGREEMENT

1. Designation of CCP: YOU the ("Customer"), acknowledges and agrees that he/she has designated City CoPilot: Your Neighborhood Front Desk TM ("CCP") as the alternative delivery recipient for Customer's deliveries (the "Deliveries"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. Delivery Order Confirmation. Customer has provided CCP with a copy of Customer's Delivery order confirmation / acknowledgement, including the delivery time window, which is within CCP's Regular Business Hours (defined below). Such Delivery order confirmation / acknowledgement has been attached hereto as Exhibit A and is made a part hereof for all purposes.

3. Delivery Hours. Deliveries must be made between 9:00 a.m. and 7:00 p.m. (EST) ("CCP's

Regular Business Hours”).

4. Delivery Pick-up. Customer agrees to pick up the Delivery no later than 8:00 p.m. on the day of delivery, except as expressly provided otherwise herein.

5. E-Mail Notification. CCP will e-mail Customer when the Delivery arrives at CCP and is available for pick up. Customer’s has provided appropriate e-mail during this sign up process.

6. Perishable Items. Customer agrees that it will not order Perishable Items unless he or she is able to retrieve his or her Delivery from CCP within two (2) hours of his or her receipt of e-mail notification from CCP of its arrival at CCP. “Perishable Items” are any items that require refrigeration or freezer storage in order not to rot, spoil or go bad quickly.

7. Fees.

a. Acceptance fees are charged per day for each Delivery as follows:

1. \$14.99 – monthly flat fee for unlimited* packages for the month. Limited to 5 packages per day. Each package cannot exceed 20 pounds. Extra charges will apply for acceptance of over 5 packages per day. Extra charges will apply for acceptance for packages over 20 pounds. Extra charges are left up to the discretion of CCP.

2. \$4.99 - per Delivery. Each package cannot exceed 20 pounds. Extra charges will apply for acceptance of over 5 packages per day. Extra charges will apply for acceptance for packages over 20 pounds. Extra charges are left up to the discretion of CCP.

3. Fees are per day (from time of delivery through closing, with the exception of Perishable Goods, with respect to which the fees apply to the two hour window from e-mail notification of delivery to retrieval). Any Delivery left overnight will be subject to the applicable fee for an additional day. An additional fee of \$1.00 per day per package will be applied to packages not retrieved within 5 days of package acceptance.

4. CCP reserves the right to refuse any delivery that is not in compliance with the following limitations.

- Package exceeds 20 pounds

- Package is the sixth package of the day for the same customer

- The recipient of the package has not agreed and/or paid for the Package Acceptance services

8. Limitation on Liability. In no event shall CCP be liable to Customer for any damage, loss or theft of the Delivery or any items contained therein in excess of the lesser of \$50 or the value of the Delivery. Notwithstanding the foregoing, CCP shall have no liability to Customer for any damage,

loss or theft of the Delivery or any items contained therein if Customer fails to timely retrieve the Delivery in accordance with the terms of this Agreement.

9. Right to Dispose of Unclaimed Delivery. ANY DELIVERY LEFT FOR MORE THAN 6 DAYS WILL BE DISCARDED AT THE ELECTION OF CCP AND CCP SHALL HAVE NO LIABILITY TO CUSTOMER IN CONNECTION WITH SUCH DISPOSAL.

10. Governing Law. This Delivery Acceptance Agreement (this “Agreement”) shall be enforced, governed, and interpreted by the laws of the State of New York, without regard to New York's conflict of laws principles.

11. Jurisdiction. All parties agree to be subject to, and covenant not to contest, the personal jurisdiction of the courts of the State of New York with regard to the subject matter of this Agreement. The parties agree not to contest jurisdiction as provided in this Paragraph.

12. Construction. The parties acknowledge that this is a negotiated agreement and that, in no event, shall any of the terms or provisions hereof be construed against any party on the basis that such party or counsel for such party drafted this Agreement.

13. Binding Effect. This Agreement shall be binding upon each of the parties, their heirs, beneficiaries, legal representatives, executors, administrators, personal representatives, successors, and assigns.

BAGGAGE STORAGE AGREEMENT

The user (the “Storing Party”), who accepts these Terms The undersigned, acknowledges and agrees that he/she is leaving in the possession of City CoPilot: Your Neighborhood Front Desk™ (“CCP”) solely for storage purposes bag(s) (the “Stored Baggage”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Storing Party acknowledges Inspection and Photographing of Stored Baggage by CCP.

CCP WILL ONLY RELEASE THE STORED BAGGAGE TO THE STORING PARTY UNLESS EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF, HAS BEEN AGREED UPON BY CCP AND FULLY EXECUTED BY THE PARTIES.

THE STORING PARTY ACKNOWLEDGES AND AGREES THAT CCP SHALL RETURN THE STORED BAGGAGE TO THE STORING PARTY IN THE SAME CONDITION, IN ALL MATERIAL RESPECTS, AS THE CONDITION SHOWN IN THE PHOTOS TAKEN ON CHECK-

IN AND SHALL HAVE NO RECOURSE AGAINST CCP, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (THE "RELEASED PARTIES") WHEN THE STORED BAGGAGE IS RETURNED IN SUCH CONDITION. ONCE THE STORING PARTY HAS INITIALED HIS OR HER ACKNOWLEDGEMENT OF INSPECTION OF THE STORED BAGGAGE AS SET FORTH ABOVE, THE STORING PARTY SHALL FOREVER WAIVE ANY RIGHT TO A CLAIM FOR LIABILITY OR DAMAGES OF ANY KIND WHATSOEVER AGAINST ANY OF THE RELEASED PARTIES.

Fees.

- a. Storage fees are charged per day for Stored Baggage as follows:
 1. \$9.99 per large bag; (a must be "checked" bag via airline rules)
 2. \$4.99 per medium bag (a carry-on that must be stowed overhead via airline rules); and
 3. \$2.99 per small bag (a carry-on that can be stowed under the seat in front of you on an airplane)

Additional charge for "oversize bags". A surcharge of \$10.00 per Stored Bag will apply to any "oversize bag". "Oversize bag" is defined as a bag in excess of 62 linear inches (158 linear cm) and above. "Linear inches" measurement = length + width + height. In addition, bicycles, skis, golf clubs and similar items will be subject to the surcharge.

Storage fees are per day (from time of drop off through store closing). Any Stored Baggage left overnight will be subject to the applicable fees for an additional day.

No Contraband; Indemnification. The Storing Party represents and warrants to CCP that the Stored Baggage does not contain illegal drugs or other substances, illegal drug paraphernalia, weapons or other contraband of any kind. The Storing Party further acknowledges and agrees that the Storing Party shall defend, indemnify and hold harmless CCP, its officers, directors, shareholders, employees and agents (collectively, the "Indemnified Parties") from and against any claims, costs, damages, expenses, amounts owing to federal, state, or local as penalties or fines, or liabilities of any nature whatsoever, including interest, penalties, court costs, reasonable attorneys' and other professional advisors' fees accruing from such damages which are incurred or suffered by an Indemnified Party in connection with or relating to any inaccuracy in the foregoing representation.

Limitation on Liability. In no event shall CCP be liable to the Storing Party for any damage, loss or theft of the Stored Baggage or any items contained therein contained in excess of \$500 per piece of Stored Baggage. Notwithstanding the foregoing, CCP shall have no liability to the Storing Party if the Stored Baggage, or any portion thereof (whether a piece of baggage or contents within Stored Baggage) is confiscated by law enforcement, whether in the event of a breach of the Storing Party's representation and warranty set forth in Paragraph 5 above or otherwise by lawful execution of a search warrant or other lawful means.

Right to Dispose of Unclaimed Stored Baggage. ANY STORED BAGGAGE LEFT FOR MORE THAN 15 DAYS WILL BE DISCARDED AT THE ELECTION OF CCP AND CCP SHALL HAVE NO LIABILITY TO THE STORING PARTY IN CONNECTION WITH SUCH DISPOSAL.

Governing Law. This Baggage Storage Agreement (this “Agreement”) shall be enforced, governed, and interpreted by the laws of the State of New York without regard to New York's conflict of laws principles.

Jurisdiction. All parties agree to be subject to, and covenant not to contest, the personal jurisdiction of the courts of the State of New York with regard to the subject matter of this Agreement. The parties agree not to contest jurisdiction as provided in this Paragraph.

Construction. The parties acknowledge that this is a negotiated agreement and that, in no event, shall any of the terms or provisions hereof be construed against any party on the basis that such party or counsel for such party drafted this Agreement.

Binding Effect. This Agreement shall be binding upon each of the parties, their heirs, beneficiaries, legal representatives, executors, administrators, personal representatives, successors, and assigns.

