

VistaParking.com Terms of Service

Updated 05/05/2010

This page outlines the "Terms and Conditions" which you may use VistaParking.com. Please read this page carefully. If you do not accept the terms and conditions expressed here, do not use this web site or our service. By using this web site and our service, you expressly agree to be bound by the terms set forth herein.

Reservation Purchase Policy:

Our goal at VistaParking.com is to make your purchasing experience easy, efficient and equitable, so we can get you on your way to your travel destination. The following purchase policies are designed to ensure your satisfaction and understanding of the purchase process on VistaParking.com. If you have any questions about the information below, please contact us at 1-866-421-5564

Payment Methods:

VistaParking.com accepts several methods of payment to accommodate your needs, including: American Express, Discover, MasterCard, Visa, and Diners Club.

Pricing and Availability:

VistaParking.com arranges airport parking reservations and shuttle service to and from Newark Liberty Airport on behalf of Vista Parking, owned and operated by Vista Parking. VistaParking.com sets the parking prices, operates the parking lots, determines parking availability and charges you for any parking fees or services provided.

Pay Now and Reservation Fee Amounts:

Reservations arranged through VistaParking.com are subject to a charge (the Prepaid price of one day) which is one day of parking fees plus tax. This amount is paid to VistaParking.com and is deducted from the total you will owe Vista Parking and is reflected on your receipt. Additionally, VistaParking.com may apply an additional commission to your transaction, in which event we will disclose this to you prior to your booking the reservation. We pay commission as compensation in arranging your travel reservation to Travel Agents and Affiliates of VistaParking.com. You hereby authorize VistaParking.com to charge an amount equal to the Prepaid price of one day of parking to your credit, debit or pay pal account as well as any service commission as described on the check-out page, and you hereby represent that you are authorize us to process the transaction.

The "Pay at Lot" amount is what you will pay at the Vista Parking facility as outlined in the receipt you will receive after the prepaid reservation is paid for, covers parking fees and ancillary services rendered by Vista Parking facility. All Parking Rules Apply. By way of example, if your vehicle occupies more than one space, you will be charged an additional fee or if Vista Parking facility charges extra for fuel, or a per vehicle surcharge, you will be charged an additional fee by Vista Parking facility. This rate cannot be combined with any other discounts or offers. Your total price is calculated based on your chosen departure and return dates and times. Your final "Pay at Lot" price will be determined at the time of your return based on your actual length of stay. You must present your receipt to receive your quoted price and credit for your online payment. If you do not present your receipt to the parking lot, you will not get credit for your online payment and this online payment will not be refunded or credited.

Changes in Travel Itinerary:

Before purchasing your reservation, carefully review your travel itinerary including departure and return dates and times. If your travel itinerary changes, this will NOT affect the amount you paid online to reserve your space. It may affect the total due to Vista Parking facility. Your reservation receipt covers your entire length of stay based on your chosen departure and return dates and times. Your actual total may be higher or lower, based on the actual length of time your vehicle is parked with Vista Parking. All parking rates are based on a per space rate. (If your vehicle occupies more than one space, you will be charged an additional fee.) If your travel itinerary changes, your reservation will continue to be valid for a period of 7 days from your departure date as indicated on your reservation confirmation/receipt.

Refund Policy:

You must present your receipt to receive your quoted price and credit for your online payment. If you do not present your receipt to the parking lot, you will not get credit for your online payment and this online payment will not be refunded at a later date.

If there is a change in your travel dates or times, you may continue to use your reservation within 7 days of your original departure date. If your trip is canceled, you must provide us with at least 24 hours notice before your departure date to receive a refund of the amount you paid online less our \$5.00 service fee.

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Acceptable Site Use:

The reservation service featured on this web site is provided solely to assist customers in determining the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business with Vista Parking, and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this Web site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of this Web site (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of this Web site by minors under your name or account. You also warrant that all information supplied by you or members of your household in using this Web site is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities of this Web site shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse or abuse of the travel services reservation facilities of this Web site may result in you being denied access to such facilities.

You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of services. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Web site.

Users are prohibited from violating or attempting to violate the security of this web site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the

vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the web site, overloading, "flooding," "spamming," or "crashing", (d) sending unsolicited email, including promotions or and/or advertising of products or service. Users shall not duplicate, download, publish, modify or otherwise distribute the material on this site for any purpose without the express written consent of VistaParking.com and agree to not deep-link to the site for any purpose, unless specifically authorized by VistaParking.com to do so. Violations of system or web site may result in civil, criminal, and injunctive redress.

Offline Conduct:

It is a violation of these terms to use any information obtained from this Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any User without their prior explicit consent.

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Limitation of Liability:

The aggregate liability for VistaParking.com. to you for all claims arising from the use of this web site and Materials is limited to \$250.

Disputes:

If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of New Jersey, City of Newark.

Indemnity:

You agree to defend, indemnify, and hold harmless VistaParking.com its officers, directors, employees, AFFILIATES and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this web site or the Material or your breach of the terms of these Terms of Service.

VistaParking.com shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

Modification:

VistaParking.com may at any time modify these terms and conditions and your continued use of this site will be conditioned upon the terms and conditions in force at the time of your use.

Severability:

The provisions for these Terms of Service are intended to be severable. If for any reason any provision of these Terms of Service shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. **ACKNOWLEDGEMENT** The Terms of Service, including all documents referenced herein, represents the entire understanding between you and VistaParking.com regarding your relationship with VistaParking.com and supersedes any prior statements or representations. **YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE** by using VistaParking.com web site.