

Bergenoff Black SUV & Concierge Club

Terms of Service

LAST REVISION: 4/11/2026

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

Modifications to Terms and Pricing

Bergenoff reserves the right to modify these Terms of Service, pricing, policies, membership offerings, service options, operational procedures, and other business conditions at its sole discretion. Any such changes will become effective on the date stated in the updated Terms or other notice provided by Bergenoff. Material changes affecting membership dues, service structure, or core membership rights will be communicated to Members in advance when reasonably practicable. Continued use of the Club and its services after the effective date of any change constitutes acceptance of the revised Terms.

Communication Policy

Member understands and agrees that, in order for Bergenoff to provide membership services, Bergenoff may communicate with Member by phone call, text message, email, mobile application notice, or other online communication methods, subject to Bergenoff's Privacy Policy.

Bergenoff safeguards your privacy. We never share, sell, or distribute your personal information except as necessary to provide membership services, process payments, support account functionality, or comply with applicable law. Your data is used strictly for club-related communications and account servicing. To help provide a smooth experience, Bergenoff requires a valid mobile number and email address for account login, dispatch updates, and communications from Bergenoff and your driver.

Service Communications

Member agrees to receive service-related communications from Bergenoff, including but not limited to booking confirmations, booking updates, driver messages, pickup updates, account notices, billing notices, and operational communications relating to Club services.

Marketing Communications

Member may also receive occasional communications regarding membership benefits, promotions, service enhancements, policy updates, and club announcements. Marketing text messaging consent, where required by law, will be obtained through the applicable sign-up form or communication channel. Consent to receive marketing communications is not a condition of purchase. No phone numbers will be shared or sold.

Personal Email Address and Mobile Number

Member is responsible for always maintaining a valid email address and mobile number on file. Bergenoff is not responsible for missed communications, booking issues, or service delays resulting from outdated or inaccurate contact information provided by the Member.

Membership

Annual Membership Dues

Membership dues provide access to the Club's services and are non-refundable except as expressly stated in these Terms of Service or as otherwise required by law. Bergenoff may change annual membership dues from time to time. Existing Members will receive at least seven (7) days' notice prior to renewal of any updated annual membership dues then in effect.

Membership Eligibility

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

Membership Rights and Privileges

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

Membership Reactivation

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

Membership Services

Booking Options & Rates

Bergenoff offers a wide variety of service options and rates. The following booking options are available to members:

1. **Standard Trip (point-to-point)**
2. **FLEX+ (Extra 45 min. wait time)**
3. **Airport Service w/ flight tracking**
4. **Hourly Bookings (2-hour min)**
5. **Mileage Rates (extended locations)**
6. **Concierge Delivery Service**
7. **Elite Reserve (Monthly Loyalty Program)**
8. **Diamond Club (Company Contracts)**
9. **Out Of Market Service**

Rates and availability will be communicated directly to the Member.

Booking and Availability

Booking Requests and Availability

Members may request trips through the Bergenoff Member App or other approved Club channels beginning twenty-four (24) hours and up to four (4) months in advance. All bookings are requests only and are subject to vehicle availability, driver availability, service area, weather, safety considerations, and operational capacity. Bergenoff does not guarantee that every requested booking will be fulfilled. Early booking requests are strongly encouraged, particularly during peak demand periods, including weekday evenings, weekends, holidays, and major event dates.

Bergenoff maintains a "just ask" policy. If your request is blocked due to short-notice service needs, emergencies, or any other reason, we encourage you to contact the concierge team to check availability.

The concierge team and office is generally available during posted business hours, with limited after-hours and weekend assistance depending on availability, urgency, and operational needs.

Fleet and Capacity

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

Guest Requirements

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

Minor Children and Child Safety Seats

Any guest under the age of eighteen (18) must be accompanied by a parent, legal guardian, or adult authorized by a parent or legal guardian. Bergenoff does not transport unaccompanied minors. Members are solely responsible for providing and properly installing any required car seat or booster seat for children, in compliance with applicable law. Bergenoff and its drivers do not provide or install car seats or booster seats.

Service Policies

Late Arrivals, Cancellations, and No-Shows

Members are expected to arrive promptly for their scheduled pickup time. If a Member is more than fifteen (15) minutes late and requests that the driver remain, Bergenoff may, in its discretion, apply an additional wait-time charge, a FLEX+ upgrade fee, or convert the booking to an hourly booking, depending on the circumstances and duration of the delay.

Cancellations made within six (6) hours of the scheduled pickup time may be billed in full.

If the Member does not arrive within fifteen (15) minutes of the scheduled pickup time and does not communicate with the driver or Bergenoff dispatch, the booking may be deemed a no-show and billed as booked.

These policies are intended to preserve availability and fairness for all Members and to account for driver time, vehicle allocation, and operational scheduling.

Availability

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

Blackout Dates

The Club observes blackout dates to ensure drivers and their families have scheduled time off. Services may be unavailable on six major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas) and during certain short periods for company retreats and development. Bergenoff Member App will prevent bookings on these dates.

Payments

Payment Authorization

Member agrees to pay all dues, fees, trip charges, service charges, damage charges, cancellation charges, no-show charges, and other amounts authorized under these Terms of Service or the Member's Payment Authorization.

Payment Method

Member must always maintain a valid approved payment method on file. Bergenoff may charge the payment method on file for all authorized amounts due.

Weekly Billing

Unless otherwise specified by Bergenoff in writing, trip charges and other service-related charges may be billed on a weekly basis to the Member's payment method on file.

Failed or Declined Payments

If a payment is declined, reversed, disputed, or otherwise fails, Bergenoff may retry the charge, request an updated payment method, suspend booking privileges, pause membership access, or terminate membership until the outstanding balance is resolved.

Chargebacks and Payment Disputes

If Member disputes a charge or initiates a chargeback, Bergenoff reserves the right to investigate the matter, provide supporting documentation to the payment processor, and suspend service during the pendency of the dispute to the extent permitted by law.

Additional Service Fees

Any additional services, upgrades, extended wait time, mileage-based services, out-of-market services, concierge services, damages, cleaning fees, or other charges incurred by the Member may be billed to the Member's authorized payment method on file.

PCI Compliance Policy

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

Privacy Policy

The Bergenoff Privacy Policy describes how Bergenoff collects, uses, stores, protects, and discloses personal and account information. The Privacy Policy, as amended from time to time, is incorporated into these Terms of Service by reference. By using the Club and its services, Member acknowledges and agrees to the Bergenoff Privacy Policy.

Damages

Member is responsible for all damage to, or unusual cleaning required for, any vehicle arising from the conduct of the Member or any passenger associated with the Member's booking. Such damage may include, without limitation, burns, spills, vomiting, broken glass, scratches, stains, torn seats, broken windows, broken mirrors, or other physical damage.

Bergenoff may assess reasonable charges for cleaning, repair, replacement, vehicle downtime, loss of use, administrative handling, and other related costs resulting from such damage or conduct. Any such charges may be applied to the Member's authorized payment method on file after prior notice to the Member. If the authorized payment method cannot be charged, Member agrees to remit payment within seven (7) days of notice.

Vehicle Privacy Policy

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

Standard of Behavior

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

Member Safety

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

Service Providers

Bergenoff may provide, arrange, coordinate, facilitate, or fulfill Club services through one or more affiliated entities, licensed transportation providers, partner affiliates, approved third-party service providers, or vetted independent contractors, depending on the nature of the service and the jurisdiction in which the service is performed.

Without limiting the foregoing, transportation services may be performed by Cheve, LLC, by licensed partner affiliates, or by approved service providers that meet Bergenoff's standards of care and legal requirements applicable to the service being provided. Certain contractor-provided or affiliate-provided services may be limited to jurisdictions where such services are permitted by law or may apply only to non-passenger or concierge-related services.

Member acknowledges and agrees that service fulfillment structures may vary by city, state, service category, and local regulatory requirements.

Contact Information

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

Entire Agreement

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

Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms of Service, the Member's use of the Club, or any services provided by or through Bergenoff that cannot be resolved informally shall be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services ("JAMS") in accordance with its applicable rules. The arbitration shall be conducted before one (1) arbitrator in Omaha, Nebraska, unless otherwise required by applicable law.

Each party shall bear its own attorneys' fees and costs, except as may be awarded by the arbitrator under applicable law or the governing arbitration rules. The arbitrator shall have no authority to award punitive or exemplary damages except where such limitation is prohibited by law. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

To the extent permitted by law, Member and Bergenoff agree that any arbitration shall be conducted only on an individual basis and not as part of a class, consolidated, or representative action.

Limitation of Liability

Except to the extent any loss or damage is finally determined to result solely from Bergenoff's gross negligence, willful misconduct, or other liability that cannot be excluded under applicable law, Bergenoff shall not be liable for any incidental, special, indirect, consequential, exemplary, or punitive damages arising out of or relating to the Bergenoff platform, Club membership, Club services, or these Terms of Service, including without limitation loss of data, loss of business opportunity, service interruption, delay, or the cost of substitute services, even if Bergenoff has been advised of the possibility of such damages.

Member acknowledges that bookings and services may be fulfilled directly by Bergenoff, through affiliated entities, or through approved third-party service providers as described in these Terms. To the fullest extent permitted by law, Bergenoff's liability shall be limited to the amounts actually paid by the Member to Bergenoff for the specific service giving rise to the claim.

Certain jurisdictions do not permit the exclusion or limitation of certain damages or remedies, so some of the above limitations may not apply to certain Members.