## **Elite Service Messenger – Terms & Conditions**

Last Updated: [Insert Date]

By scheduling, requesting, or otherwise using any courier or delivery service provided by Elite Service Messenger ("ESM," "we," "our," or "us"), you, the Client ("you"), agree to the following Terms and Conditions. These Terms constitute a binding agreement between you and ESM and govern all services we provide. ESM offers professional courier services including, but not limited to, same-day delivery, priority delivery, rush two-hour direct delivery, after-hours and weekend service, and tailored or custom courier solutions. Service availability is subject to scheduling, geographic coverage, workload, and other operational considerations. Clients are responsible for providing accurate and complete pickup and drop-off addresses, access information, contact names, and delivery instructions. Items must be properly packaged, sealed, and labeled to ensure safe handling. ESM reserves the right to decline any shipment that is hazardous, illegal, improperly packaged, exceeds weight or value limits, or otherwise presents a safety or compliance concern. All pricing, mileage bases, add-on charges, and fees for after-hours or weekend service are published on our website and may be updated from time to time. Payment is due upon completion of the service unless otherwise agreed to in writing. Late balances may accrue reasonable service charges and may be subject to collection action, including legal remedies. ESM exercises reasonable care in handling all items; however, delivery times are estimates only and not guaranteed when circumstances arise beyond our reasonable control. Such events include, but are not limited to, traffic conditions, road closures, accidents, vehicle breakdowns, severe weather, natural disasters, strikes, civil disturbances, governmental actions, or other force majeure events. ESM is not liable for loss, damage, or delay caused by any such occurrences or by incorrect information provid... Liability for loss, damage, or delay is limited to the lesser of the documented replacement cost of the item or the amount paid for the service, unless a higher value has been declared and accepted in writing before service commencement. ESM shall not, under any circumstances, be liable for consequential, indirect, special, or punitive damages, including, without limitation, loss of business, profits, or goodwill. Delivery shall be deemed complete upon signature, photo evidence, or other reasonable confirmation obtained from the recipient or an authorized agent at the destination address. Once delivery is confirmed, risk of loss passes to the client. Cancellations made within one hour of the scheduled pickup time may incur a cancellation fee. Rescheduling requests are accommodated at ESM's discretion and subject to courier availability. ESM treats all documents and materials entrusted to us as confidential and will not disclose their contents except as required by law. We maintain the right to amend these Terms & Conditions at any time, with updates becoming effective upon publication on our website. We further reserve the right to refuse service for any shipment or request that we deem unsafe, unlawful, or inconsistent with these Terms. These Terms and any disputes arising under them shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. Any action or proceeding concerning these Terms shall be brought exclusively in a court of competent jurisdiction located in Los Angeles County, California. For questions, concerns, or to request a copy of these Terms & Conditions, please contact: Elite Service Messenger

Email: EliteServiceMessenger@gmail.com

Phone: +1 (213) 640-7018