

JetClass User Agreement

THE FOLLOWING TERMS & CONDITIONS (the “Terms”) SHALL GOVERN THE RELATIONSHIP BETWEEN JetClass GmbH (“JetClass”), AND ANY AND ALL CUSTOMERS (the “Customers”) AND PASSENGERS FOR WHOM JetClass ARRANGES, RESERVES OR OTHERWISE INITIATES TRAVEL VIA ONE OF JetClass’S AIRCRAFT OPERATORS (the “Operators”).

THE CUSTOMER UNDERSTANDS AND AGREES THAT THESE TERMS DO NOT CONSTITUTE A CONTRACT FOR CARRIAGE BETWEEN THE CUSTOMER AND JetClass. ANY CONTRACT FOR CARRIAGE RELATING TO AIR TRAVEL ARRANGED, CHARTERED, RESERVED OR OTHERWISE INITIATED FOR CUSTOMER BY JetClass IS SOLELY BETWEEN THE CUSTOMER AND THE OPERATOR AND JetClass IS NOT A PARTY OR THIRD PARTY BENEFICIARY OF SUCH CONTRACT FOR CARRIAGE.

IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND THE OPERATOR’S CONTRACT FOR CARRIAGE, THESE TERMS SHALL PREVAIL TO THE EXTENT SUCH CONFLICT PERTAINS TO THE RELATIONSHIP BETWEEN JetClass AND THE CUSTOMER.

THE CUSTOMER UNDERSTANDS AND AGREES THAT JetClass IS NOT AN AIRCRAFT OPERATOR AND THEREFORE JetClass ASSUMES NO LIABILITY OR RESPONSIBILITY RELATING TO THE OPERATION OR ITINERARY OF ANY AIRCRAFT OWNED, MAINTAINED OR OPERATED BY ANY OPERATOR.

JetClass MAY, FROM TIME TO TIME, AMEND THESE TERMS IN ITS SOLE AND ABSOLUTE DISCRETION. ALL TRAVEL ARRANGED, RESERVED OR OTHERWISE INITIATED BY JetClass FOR CUSTOMER SHALL REMAIN GOVERNED BY THE TERMS OF THIS AGREEMENT IN EFFECT AT THE TIME OF SUCH BOOKING.

Definitions

1. **“JetClass Member/Customer”** means any person/s, or organisation that has a valid membership with JetClass
2. **“Flight Operations Team”** means a staff member of JetClass, responsible for the logistics of member flights.
3. **“Operators”** means such companies or person/s (a) holding an air operator certificate issued by the relevant national authority permitting them to deliver the air transportation services to the Customer; and (b) who are approved from time to time by JetClass as offering an appropriate standard of aircraft cabin layout and customer service.
4. **“Charter Flights”** means the flight services and related commercial products as may be offered from time to time through the JetClass Platform

5. **“JetClass Platform”** means all points of sale including but not limited to website(s), mobile application(s), telephone and email

1. GENERAL PROVISIONS

1.1 JetClass maintains a platform on which Operators make air travel available to its Customers via website(s), mobile application(s), telephone and email.

1.2 Any and all air travel performed pursuant to these Terms is expressly subject to any and all contracts, agreements or terms and conditions by and between Operator and Customer.

1.3 Customers and Passengers acknowledge and agree that JetClass has no liability, responsibility, authority or control whatsoever relating to Operator’s ownership, operation, maintenance, procedures or itineraries with respect to operation of aircraft or the provision of air travel and related services by Operator. Any and all claims of any nature whatsoever relating to air travel provided by Operator shall be directed solely to Operator.

1.4 Customers and Passengers are responsible for complying with the Operator’s terms & conditions and/or Contract for Carriage (collectively, the “Operator’s Terms”), including, but not limited to the following: arrival at the airport in sufficient time for departure; pet carriage rules and restrictions; luggage and carry-on rules and restrictions; possession of valid personal identification and/or passport documents (as required by law and pursuant to the Operator’s Terms). Customers and Passengers should be aware that entry into another country may be refused even if they are in possession of required information and valid passports and visas.

1.4.1 In the event Customer or Passenger fail to arrive at the airport on time for departure or otherwise fail to comply with Operator’s Terms such that Operator is not able or willing to provide Customer and/or Passenger with the reserved air travel, JetClass shall have no liability whatsoever to Customer or Passenger for the cancelled air travel, nor does JetClass have any obligation to reschedule or arrange alternate air travel for Customer and/or Passenger without additional charges as may be required for any air travel arrangement made by JetClass in the normal course of business.

1.4.2 Customer and Passenger are solely responsible for obtaining and possessing at the time of air travel all travel documents required for their itinerary, including but not limited to passports, visas and government-issued photo identification. Customer and Passenger are solely responsible for presenting any such documents to relevant officials in a timely manner that does not alter or delay Customer or Passenger’s scheduled departure.

1.4.3 Customer and Passenger are solely responsible for compliance with all laws, regulations, orders, demands and travel requirements of the countries whose laws may govern the flight. (the “Travel Requirements”). JetClass does not provide advice or recommendations relating to Travel Requirements and JetClass recommends that Customer and Passengers consult the relevant government website regarding all such requirements. To the extent any JetClass employee or agent attempts to provide such advice, JetClass hereby expressly disclaims and denies liability for any statements made regarding Travel

Requirements. JetClass also hereby expressly disclaims and denies liability for any statements made by any employee or agent of any Operator regarding Travel Requirements. JetClass shall have no liability whatsoever for Customer or Passenger's failure to comply with applicable Travel Requirements.

1.5 Customers acknowledge and agree that smoking is prohibited on all aircraft. Customer expressly agrees to indemnify JetClass against any and all claims, penalties, fees or other liabilities arising out of Customer's failure to comply with this provision.

1.6 Customer accepts and assumes all responsibility and liability for the conduct of any and all Passenger(s) for whom s/he has arranged flights through JetClass. Customer acknowledges and agrees that by arranging flights for other Passengers, s/he has the authority to do so and that s/he has brought these Terms to the attention of the other passenger(s) and that they have agreed to be bound by them. Customer also acknowledges and agrees that s/he has brought the terms and conditions of the Operator(s) to the attention of the other Passenger(s) and that they have agreed to be bound by them. Customer further acknowledges and agrees that Customer and the other Passenger(s) for whom s/he arranged flights through JetClass are jointly and severally liable for any and all damages resulting from any default by Customer pursuant to these Terms or the Operator's Terms. In the event of a breach of these Terms or Operator's Terms by Customer or any other passenger(s), JetClass reserves any and all rights available to it by law to seek recourse, indemnification and other relief over against Customer and/or the other Passenger(s).

1.7 Customer acknowledges and agrees that the customer will become knowledgeable about and comply with the maximum number, weight and dimensions for carry-on and hold baggage, via the Operator's Terms and/or the JetClass website. Customer further acknowledges and agrees that failure to comply with these requirements may result in Operator refusing to carry baggage on board its aircraft. JetClass assumes no liability whatsoever for such refusal.

1.8 JetClass may at any time and at its sole and unfettered discretion refuse to provide additional services to any Customer.

1.9 In the event an Operator makes JetClass aware of changes in an itinerary, JetClass shall use reasonable efforts to communicate such changes to Customer via the communication methods (e.g., telephone or email) provided to JetClass at the time of booking. JetClass shall have no liability whatsoever for any failure to succeed in communicating with the Customer concerning such changes.

1.10 In the event Customer or Passenger(s) fail to arrive on time for or otherwise qualify for all or any portion of the air travel booked through JetClass, Customer shall not be entitled to any refund from Operator unless otherwise designated in Customer's agreement with Operator, regardless of the reason for Customer and/or Passenger's failure to use any portion of the air travel.

1.11 In the event an Operator is diverted from or otherwise prevented from landing at its intended destination for any reason, JetClass shall take reasonable efforts to assist Customer in securing alternate transportation to his/her intended destination provided,

however, that Customer understands and agrees that all costs and fees associated with such alternate transportation are to be paid completely and directly by Customer to any third party provider(s) of such alternate transportation. Any Contract for Carriage relating to such alternate transportation is solely between Customer and the third-party provider(s) and JetClass shall have no liability relating thereto. Customer further acknowledges and agrees that while JetClass may assist in booking alternate transportation, it in no way guarantees or warrants availability of alternate transportation deemed satisfactory to Customer and/or Passenger(s).

1.12 In the event that: (a) an Operator's aircraft is detained (lawfully or otherwise) by any third party (including, but not limited to any regulatory, administrative, government agent or by way of lien or requisition for hire) making completion of Customer's itinerary impossible; (b) the Operator has an administrator, receiver, trustee or other similar person acting on behalf of a lawful authority appointed over all or part of its assets in such a manner that prevents the Operator from completing the itinerary; or (c) the Operator becomes insolvent, enters into voluntary liquidation or is otherwise wound up such that completion of Customer's itinerary becomes impossible, then JetClass shall use reasonable efforts to source an alternative Operator that is able to complete the Customer's itinerary at a similar cost in accordance with the provisions of 1.11 above.

1.13 In the event an alternative Operator is sourced pursuant to the preceding paragraph 1.12, JetClass shall make the details of the alternate itinerary available to Customer and Customer shall be entitled to accept or decline the alternative arrangements.

1.13.1 If Customer declines the alternative arrangements, then Customer's recourse shall lie solely and exclusively with the Operator.

1.13.2 Where an offer of alternative transportation arrangements is accepted pursuant to paragraph 1.12, the Customer(s) accepting such arrangements shall be liable (in equal proportion) for any costs over and above the original total cost for the operation of the itinerary prior to the event(s) described in paragraph 1.12.

1.13.3 Where an offer of alternative transportation arrangements is made pursuant to paragraph 1.12 in relation to a booking that was made through a person authorized by a Customer to book air travel arrangements through JetClass, all communications and the issuance of travel documents shall be performed solely by the authorized person on behalf of and for the benefit of Customer and Passenger(s) and any payment shall be paid directly to Operator. JetClass will only communicate directly with Customer concerning such booking when specifically requested to do so by the authorized person.

2. MEMBERSHIP BENEFITS AND RESPONSIBILITIES

2.1 Once Customer becomes a JetClass member, they may submit an aircraft charter request through JetClass's website for an itinerary specified by the Customer. JetClass shall use its reasonable efforts to procure a price for such a charter (the "Charter Price") from Operator and communicate the same to Customer.

2.2 JetClass members pay the membership fee as specified under the membership option that they choose.

2.3 JetClass members have access to our flight operations team as required and member services which includes coordinators who shall assist with coordinating bookings and itinerary changes.

2.4 If a JetClass member submits a flight request and books air travel through JetClass, the member has the option to pay the air operator directly and in the form that the air operator specifies.

2.5 If a JetClass member submits a flight request and books air travel through JetClass, the member has the option to send the Charter Flight payment to JetClass who will act as a intermediary of the funds to be used to pay the Operator pursuant to the Operator's terms of carriage. JetClass will charge the customer a admin fee of 5% on the total charter fee

2.6 Operators upload payment details and information to JetClass. So long as the member is in good standing with JetClass, the member can view the Operator's preferred payment methods at checkout.

2.7 JetClass members agree to provide accurate information when submitting flight requests. JetClass members will be obliged to provide any changes in the flight request if and when needed which may affect the booking. It is the JetClass member's responsibility to ensure that it is accurate in every respect.

2.8 CAUTION (when booking a flight): After receiving a quote in response to a flight request, the JetClass member is solely and entirely responsible for ensuring, before entering into a contract with an air operator that the operator has understood and accurately reflected the flight request in the quote which was provided by it. Only the JetClass member (passenger) is truly equipped to notice mistakes and misunderstandings and cause them to be corrected. JetClass introduces our members to the eligible operator(s) in response to a flight request. The ongoing communication and alterations and contracting is between the JetClass member and the operator alone.

3. EXCLUSION OF LIABILITY / INDEMNITY

3.1 JetClass shall be under no obligation to Customers and/or Passengers on a flight forming part of an itinerary in respect of any variation to or cancellation of an itinerary by the Operator (regardless of the reason therefor) and each Customer and Passenger hereby acknowledges to JetClass that in any such event they shall only have recourse against the Operator pursuant to the terms of conditions of the contract between the Operator and the Passengers.

3.2 JetClass shall be under no liability to any Customers and/or Passengers for any failure by JetClass to perform its obligations under these Terms arising from any reason beyond JetClass's control, including force majeure which shall include but not be limited to labour disputes, strikes or lock-outs, adverse weather conditions, civil commotion, war and warlike events or imminence thereof; riots, blockades, sanctions or embargoes, acts or omissions of governmental authorities including all civil authorities, as well as any natural disasters, such as fires, floods, adverse meteorological conditions, epidemics, quarantines, or any requisition or impoundment of the aircraft by public authorities, technical breakdown of the aircraft, aviation or other transport incident or accident, or any other situation in which the safety of passengers, crew or the aircraft is deemed by the pilot in command (PIC) of the aircraft, or operational supervisors, to be in jeopardy. In case of such cancellation, JetClass shall be under no obligation or liability towards Customer beyond refund of the agreed charter price for such cancelled flight, reduced by cancellation fees, where such are applicable.

3.3 Customer shall indemnify JetClass and hold JetClass harmless against any claims, demands, liens, judgement, penalties, awards, remedies, debts, liabilities, damages, costs (including, but not limited to, legal costs and attorney fees), demanded or sought by any Operator or other person on a flight in connection with the actions of a Customer's Passenger(s) in any way connected with the embarkation, flight or disembarkation from an aircraft.

3.4 Customers and Passengers shall indemnify JetClass and keep JetClass indemnified against any claims, demands, liens, judgement, penalties, awards, remedies, debts, liabilities, damages, costs (including, but not limited to, legal costs and attorney fees) arising out of their conduct and/or non-compliance with these Terms or the Operator's Terms, during carriage on board an aircraft. Such indemnity shall be in effect for any claims brought against JetClass by an Operator in respect of cancellation fees payable under the Operator's Terms or any other fee or penalty including fees or penalties for cleaning, catering services, de-icing, hangar use, and airport or FBO fees of any kind.

3.5 Carriage booked under these Terms shall always be subject to the Operator's Terms.

3.6 In the event a booking is made through a 3rd party agent, JetClass shall have no liability whatsoever to a Customer, Passenger, potential Customer or potential Passenger arising out of or in any way connected with such third party's failure to comply with these Terms. In such circumstances, the sole recourse for an aggrieved Customer, Passenger, potential Customer or potential Passenger shall be against the third party or the air operator if a contract of carriage has been entered into between the Customer and Operator. This provision shall include claims involving: (a) cancellation of an itinerary by JetClass due to the 3rd party's failure to effect payment within the timeframes set out under the agreement with Operator; (b) cancellation of an itinerary by Operator due to the third party's failure to effect payment within the timeframes set out under the agreement between Operator and Customer; (c) the third party's failure to transmit information (including booking confirmations and itinerary changes) to a Customer, Passenger, potential Customer or potential Passenger in a timely manner; or (d) errors in the data or information provided by the third party to JetClass.

3.7 JetClass's platform permits Customers to initiate travel arrangements with independent contractor Operators. Although JetClass takes care in selecting these Operators, they are all independent parties and JetClass has no control over them and is not responsible for their acts or omissions. Services provided by these Operators are subject to any conditions imposed by them and as such, their liability is limited by their tariffs, conditions of carriage, booking terms, tickets and vouchers. Some of these terms and conditions may limit or exclude the Operator's liability to Customers and Passengers.

3.8 JetClass is not responsible for any loss, damage or injury, whether physical or mental, or to property, resulting from any delay, substitution or deficiency of quality of equipment or service, or any act, omission, or negligence of any of the Operators, their agents, servants, employees or subcontractors supplying any of the services or for any claims for such loss, damage, or injury, whether physical or mental, arising therefrom, or from any claim that arises by reason of any action or omission of any party other than JetClass.

3.9 JetClass's liability for any loss, damage or injury, whether physical or mental, arising from its own acts, omissions or negligence, is limited to the price of the fee paid to JetClass.

4. PAYMENT TERMS

4.1 JetClass offers a number of Membership PAYMENT types from which Customers may select. Each type is for the use of JetClass's membership service. These fees do not in any way comprise any portion of the charter price itself.

4.2 Operators set their own payment terms, the details, terms and conditions of which JetClass will communicate to its Customers. Operators specify how they want to be paid and in what timeframe payment must be made. JetClass provides this information to Customers.

4.3 In the event of direct payments by the Customer to the Operator, the Operator/s shall specify the currency in which payment is required. Any currency exchange fees are the sole responsibility of the Customer.

4.4 JetClass does not offer a refund or credit on a membership fee for the use of JetClass's service under any circumstance. By creating an account with JetClass and agreeing to these terms, or by signing up to a paid membership plan offered by JetClass, Customers acknowledge that they have read and understood this refund/credit policy and agree not to request a chargeback with their credit card issuer either for the membership fee or the flight fee due to the digital nature of the data access services and booking services provided by JetClass.

4.5 JetClass accepts credit card, wire payments, ACH payments, for the purchase of charter flights and memberships. Any currency exchange fee, foreign exchange rate difference, refund fees, transfer fees, wire fees, or bank fees are the sole responsibility of the Customer.

4.6 JetClass acts as Intermediary only for payments received for charter flights and carriage booked under these Terms shall always be subject to the Operator's Terms and Conditions.

4.7 Refunds for Charter Flights are always pursuant to the Operators terms and conditions. Any currency exchange fee, foreign exchange rate difference, refund fees, transfer fees, wire fees, or bank fees are the sole responsibility of the Customer receiving such refund.

4.8 All Charter Flight payments received by JetClass acting as intermediary shall be dispersed to Operator's pursuant to the Operator's terms of carriage.

5. GENERAL

5.1 These Terms and Conditions set out the entire agreement and understanding between JetClass and Customers and Passengers regarding the use of the JetClass platform to charter aircraft. No Customer or Passenger may rely on any representations made to it by any other person or party, whether written or oral, except as is expressly contained in these Terms.

5.2 No failure by JetClass to exercise and no delay by JetClass in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

5.3 No Customer or Passenger shall be entitled to assign their rights or benefits under these Terms.

5.4 These Terms may not be varied except with the written agreement of JetClass.

6. CONTENT CONTRIBUTED TO THE SITE BY MEMBERS

The Site allows Members to submit content such as reviews or photographs, and to share those reviews or photographs through the Site with other Users. In this Agreement we refer to all of this Content provided by Users as "User Content".

In order for us to make the User Content you contribute available on the Site for these purposes, and to operate, market and promote the Service, we need the right to make use of such User Content in accordance with and subject to this Agreement. Therefore, by contributing User Content to the Site or creating it on the Site you automatically grant to us an irrevocable and perpetual (except as set forth in this Agreement), non-exclusive, transferable, fully-paid, royalty-free (except as expressly set forth in this Agreement),

worldwide license, by ourselves or with others, to use, copy, distribute, publicly perform, publicly display, print, publish, republish, excerpt (in whole or in part), reformat, translate, modify, revise and incorporate into other works, that User Content and any works derived from that User Content, in any form of media or expression, in the manner in which the Service from time to time permits User Content to be used, and to license or permit others to do so.

We may from time to time change the manner in which User Content can be used by the Service, and if we do so any license you have granted to us for use of that content shall automatically be extended to new uses permitted by the Service, and any licenses previously granted to us for uses no longer permitted by the Service shall continue. If you contribute User Content to the Site, it is your responsibility to check the Site from time to time to review how we permit User Content to be used.

You may at any time, on written notice to us, terminate your use of the Site and this Agreement in the manner provided below, and upon such termination your license to us shall terminate, provided that after such termination that license will continue with respect to any Permitted Use of your User Content that commenced prior to the effective time of the termination, until that Permitted Use ceases. A Permitted Use is any use of Content permitted by this Agreement or the Service. For example, if at the time of your termination any User Content you have contributed to the Site is used on the Site, or has been printed by a Member for their personal use, or is used by us in promotional materials, those uses may continue until they cease. Also, if you choose to terminate, we may retain a copy of the applicable User Content for archival purposes. Finally, if your use of the Site or this Agreement terminates for any reason, or Content is removed from the Site, your license hereunder to use the Content or the removed Content, as the case may be, terminates immediately.

JetClass reserves the right to remove Content from the Site at any time, without notice, for any reason, or for no reason, in its sole discretion.

You represent and warrant to JetClass that (a) you are the sole owner, author and copyright owner of User Content you contribute to the Site or you have written permission from the author, owner or copyright owner to make such User Content available to the Service as "User Content", and (b) such User Content does not infringe upon any third party rights (including but not limited to any copyright, patent, trademark, trade secret, other intellectual property rights, moral rights, privacy rights or publicity rights); (c) such User Content complies with this Agreement and does not contain any defamatory, libelous or obscene material; (d) such User Content does not violate any applicable laws, regulations, or contain any false statements or misrepresentations; and (e) you have the written consent, release, and/or permission of each and every identifiable individual person, or the owner/author of any objects or work in such User Content to use the name or likeness of each and every such identifiable individual person, object or work, to enable inclusion and use of such User Content in the manner contemplated by the Service and this Agreement.

7. APPLICABLE LAW AND FORUM

7.1 This agreement shall be governed, construed and enforced in accordance with the Laws of the United Arab Emirates. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the DIFC Courts, Dubai, United Arab Emirates

In the event of early membership cancellation, an early cancellation fee of X% of the remaining period will be charged. Members authorizes JetClass to charge the full amount of the early cancellation fees to the credit/debit card required to be provided by Member or already on file with JetClass ("Credit/Debit Card"). In the event a Member's Credit/Debit Card is declined for insufficient funds or otherwise, the Member shall provide an alternative payment method immediately.