



# Charter Service Terms and Conditions

JetSmarter Inc. (hereinafter referred to as "JetSmarter") agrees to act as an authorized agent on behalf of its customers ("Passengers") to obtain private charter services in accordance with the following terms and conditions (the "Terms and Conditions"). Passenger agrees to the Terms and Conditions by booking the aircraft through services provided by JetSmarter.

JetSmarter may amend or modify the Terms and Conditions from time to time. Such amendments and modifications to the Terms and Conditions will be effective upon JetSmarter's publication of the amended or modified Terms and Conditions on its website and the JetSmarter application ("Application"). Passengers continued access to or use of the services offered by JetSmarter or the Application after such posting constitutes Passenger's consent to be bound by the amended or modified Terms and Conditions. JetSmarter and Passenger are sometimes referred to herein collectively as "parties" and each a "party".

## 1. Agency Relationship

JetSmarter, as an authorized Passenger's agent, agrees to arrange air transportation services for Passenger to be provided by aircraft operators ("Operators") holding an air carrier certificate authorizing them to furnish air transportation services pursuant to Federal Aviation Regulations 14 C.F.R. Part 135 ("FAR Part 135") or 14 C.F.R. Part 121 (the "Program"). Passenger understands that JetSmarter is not an aircraft operator and arranges private jet charter services solely as a manager of the Program and as Passenger's authorized agent. For clarification purposes, "Private Jet Charter," "Aircraft Charter," "Private Charter" and "Charter" refer to using, booking, arranging or chartering an aircraft. Except when it is expressly stated that a flight is operated pursuant to the 14 CFR 380 rules and regulations ("Public Charter Program"), all travel arrangements are made on-demand according to customer-directed itineraries and flight requirements under the Terms and Conditions, restrictions and limitations reflected herein. When it is expressly stated that a flight is operated pursuant to the Public Charter Program, JetSmarter acts as a principal in organizing public charter flights. Operators, and not JetSmarter or the aircraft owner, are responsible for ensuring the safety of a flight and providing the charter services, including the flight crew and aircraft operations. JetSmarter is NOT a registered Operator, nor does it provide air carrier services. JetSmarter offers the method by which to obtain the services of the operators, but in no way does it have any

responsibility or liability for any charter services provided by third parties. By booking an on-demand private charter flight for less than the whole airplane capacity or for the whole airplane in accordance with Section 2 below, Passenger authorizes JetSmarter to enter into a charter contract with an Operator as Passenger's agent. Passenger expressly authorizes JetSmarter to engage any of the following Operators to perform flights reserved by Passenger: New England Air Transport Inc, Chartright Air, Inc., Grandview Aviation, Flyexclusive, Inc., Jet-A, LLC, Dolphin Atlantic, Inc. dba Gold Aviation, Eastern Air Express, Inc., Superior Air Charter, LLC dba JetSuite Air, Regency Air, LLC, Charter Airlines LLC, Steelman Aviation, Presidential Aviation, Inc., NXT Jets, Inc., Critical Care Medflight, Inc., Georgia Jet, Inc., Executive Air Services, LLC dba EAS Charter, Jet Linx Aviation, LLC, Aero Jet Services, LLC, Servicios Aéreos Across S.A. de C.V., PCJ Aviation, LLC dba Pacific Coast Jet, Boomerang, LLC, Boomerang Air Charter, Southern Jet Inc., Priester Aviation, Inc., Tradewind Aviation LLC, National Jets, Inc., ACE Aviation Services Corp. dba Hop-A-Jet, Advanced Air, LLC, Northeastern Aviation, Club Jet Charter, LLC, Pegasus Elite Aviation, Inc., Northern Jet Management, Dumont Aircraft Charter, LLC, Sky One Holdings LLC dba Privaira, Northern Illinois Flight Center, Inc. dba N-Jet, Dreamline Aviation, LLC, Coleman Jet, LLC, Prime Jet, LLC, STA Jets, Inc., New World Aviation, Inc., Ventura Air Services, Inc., Travel Management Company, LLC, Northwest Flyers, Inc., USAC Airways 691, LLC dba Paragon Jets, XOJET, Inc., Thundercloud Aviation, LLC dba Global Jet, Lyon Aviation, Inc. dba Lyon Aviation, Inc., JetSelect LLC dba JetSelect LLC, Clay Lacy Aviation, Mountain Aviation, All in Jets LLC dba JetReady, Great Western Air LLC dba Cirrus Aviation Services LLC, Aircraft Services Group, Inc., C.C. Calzone, LLC dba Paragon Airways, Martinair, Maine Aviation Aircraft Charter, LLC, Scott Aviation, LLC dba Silver Air, World Class Jet dba Leviate Air, Corporate Flight Management, Inc, Sun Air Jets, LLC, Jet Access Aviation, Journey Aviation, ExcelAire, LLC, Pioneer Business Services dba Millbrook Air, Delux Public Charter, LLC dba JetSuiteX Air, Elite Airways LLC, Professional Flight Transport, Inc. dba Windsor Jet Management, True Aviation Charter Services, Regency Air, LLC, Critical Care Medflight, Inc. d/b/a Georgia Jet, and Western Air Charter, Inc. dba Jet Edge.

If for any reason, the original Operator is unable to perform the charter, Passenger expressly authorizes JetSmarter as Passenger's authorized agent to substitute another operator from the approved list set forth above. JetSmarter will provide Passenger with the name of the new Operator as soon as possible after a substitution becomes necessary.

## 2. Booking Confirmation

By accepting the Terms and Conditions, Passenger reserves the flight itinerary, which is displayed via the application or on the invoice ("Flight Quote") and agrees to pay the full amount, inclusive of all taxes and fees, listed on the Flight Quote. Upon acceptance of the Terms and Conditions, the whole aircraft charter or 100% crowdfunded flight is reserved and any cancellation will be subject to the cancellation policy outlined below. In the event the Flight Quote is for a crowdfunded flight and Passenger requests fewer seats than is required to confirm the flight, the flight will be automatically confirmed and reserved when it is 100%

crowdfunded as displayed in the JetSmarter application. JetSmarter may fulfill your booking on another aircraft model that is equivalent or greater in class.

### 3. Payment Terms

By accepting the Terms and Conditions, you authorize JetSmarter to place a hold on your credit card in the full amount of the Flight Quote and any applicable fees. If you elect to wire the payment for the Flight Quote, JetSmarter must receive the funds within five (5) days of the booking. In the event JetSmarter does not receive funds within five (5) days of the booking, you authorize JetSmarter to charge full amount of the Flight Quote and all applicable fees to the credit card provided upon booking or any other payment method that is on file with JetSmarter if the credit card is declined.

Passenger must notify JetSmarter of a disputed charge within 5 days after the date of an invoice, receipt or bill on which such charge(s) first appeared. Upon expiration of such 5 day period, the charges will be considered final and undisputed. In the event that any sums due from Passenger to JetSmarter remain unpaid for more than 5 days beyond the date such sums were due to be paid, any outstanding sums shall be subject to interest at the lesser of 1.5% per month or the maximum amount of interest permitted by law. In the event that any form of payment provided by Passenger to JetSmarter is rejected and JetSmarter incurs any fees as a result of such rejection (e.g., insufficient funds), Passenger shall be responsible to reimburse JetSmarter promptly for all such fees incurred by JetSmarter. Passenger is liable for any and all fees, inclusive of reasonable attorneys' fees, that JetSmarter incurs to collect any outstanding amounts due to JetSmarter by Passenger.

### 4. Owner Approval

Your flight reservation might be subject to aircraft owner approval. If applicable, the aircraft owner must provide final approval for use of the aircraft. In the event that the aircraft owner does not approve the booking, JetSmarter will attempt to either adjust the terms of the trip so the owner is able to approve the booking or JetSmarter will attempt to find a replacement aircraft for Passenger. A surcharge may be applicable for the booking of a replacement aircraft.

If a substitute aircraft is not located within 12 hours of a booking being declined, both Parties will be released from their obligations under these Terms and Conditions, specifically, any liability under the "Cancellation Policy" section below.

### 5. Incidental Fees

Flight Quotes may not include the following: catering, ground transportation, flight phone usage, flight internet (Wi-Fi) usage, any damage to the aircraft, excess luggage fees, fees for bringing pets, aircraft cleaning/maintenance relating to pets or service animals or due to excessive use of the aircraft by Passenger, additional flight time due to adverse weather conditions, international fees, additional landings, ramp, hangar or de-icing charges (the "Incidental Fees"). Further, in the event Passenger requests any significant changes (for example, different FBO, flight time change, etc.) and the operator accommodates such requests, Passenger agrees to pay on demand any additional costs associated with such changes. Passenger agrees to indemnify and reimburse JetSmarter for any and all Incidental Fees, costs and expenses incurred as a result of damage and excess wear and tear to the aircraft interior and/or exterior determined to be caused by Passenger or their guests. If Passenger incurs any Incidental Fees or additional charges or such charges are reasonably attributed to Passenger or their guests by Operator that performed the flight or JetSmarter's personnel, Passenger authorizes JetSmarter to charge his or her payment method on file with JetSmarter upon completion of the flight or at the time such charges or the Incidental Fees are incurred, whichever occurs first.

## **6. Fuel Surcharge**

The Flight Quote is based on fuel costs as of the booking date. JetSmarter reserves the right to charge a fuel surcharge amount due to any increases in cost of fuel between the booking confirmation and the departure date. Passenger shall pay JetSmarter on demand any such difference in amount of the increase in fuel cost.

## **7. Cancellation Policy**

JetSmarter's cancellation policy for all flights is described below.

### **A. Cancellation by Passenger**

#### **1. Passenger-Created Shared Flight Cancellation Policy**

On-demand flights originated or created by Passengers, such as Shared Flights, for which Passengers purchase less than the whole capacity of the aircraft, e.g., several seats, are non-refundable once the flight is 100% crowdfunded.

#### **2. Whole Aircraft Charter Cancellation Policy**

JetSmarter's cancellation policy for on demand charter flights for the whole capacity of the aircraft cancelled by Passenger is described in Figures 1, 2 and 3 below:

(1 day is equal to one 24-hour period):

Fig. 1—Whole Aircraft On Demand Charter Flight Cancellation Policy

<b>Flight Type</b>	<b>Days Prior to Departure</b>	<b>Cancellation Charges</b>
Standard Round Trip or Multi-Leg Full Price Charter	22+	No charge; fully refundable
	8-21	30% of total price (taxes & fees excluded)
	5-7	50% of total price (taxes & fees excluded)
	4	70% of total price (taxes & fees excluded)
	3 or less	100%; no refund
One Way Standard Charter Flights	Any time	100%; no refund

JetSmarter reserves the right to treat no-shows as last-minute cancellations, whereby Passenger will be charged the full cost of the charter or \$1,000, whichever is greater. For the purposes of whole aircraft charter, a 'no-show' is defined as Passenger not arriving to the aircraft at least 30 minutes prior to boarding in possession of valid government issued identification or violation of any terms and conditions of this agreement that result in denial of boarding. JetSmarter, at its sole discretion, may extend the no-show time for on demand whole aircraft charter flight in coordination with Passenger if operational restrictions allow.

Any confirmed reservations falling on any of the peak travel days listed below will be subject to a cancellation fee in the amount of one hundred percent of the quoted flight.

Fig. 2—Peak Travel

<b>Month</b>	<b>Day(s) International</b>	<b>Days(s) Domestic US</b>
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Month	Day(s) International	Days(s) Domestic US
January	1-10	1-3
February		
March		
April		
May	1-2	
June		
July		3-5
August		
September		
October		
November		18-29
December		16-31

Fig. 2—Round Trip Whole Aircraft On Demand Charter Flight Cancellation Policy for Sophisticated Members

Flight Type	Days Prior to Departure	Cancellation Charges
Standard Round Trip Full Price Charter	> 7 days	No charge; fully refundable

Flight Type	Days Prior to Departure	Cancellation Charges
	3-7 days	administrative fee in the amount of 5% of total price (taxes & fees excluded)
	< 72 hours, no shows, failure to arrive at least 30 minutes prior to boarding in possession of valid government issued identification or violation of any terms and conditions of this agreement that result in denial of boarding	100% of total price (taxes & fees excluded)

Passenger agrees that JetSmarter shall have a right to charge the Cancellation Fee to the Passenger's credit card on file or retain the Cancellation Fee from the paid Flight Quote. In the event Passenger's credit card is declined, Passenger shall provide an alternative payment method immediately.

## B. Force Majeure Cancellation by Jetsmarter or Operators

JetSmarter is not liable for the delay or failure to provide a charter aircraft or perform the flight when such delay or failure is caused by Force Majeure. "Force Majeure" means an act of God, strike or lockout or other labor dispute, act of a public enemy, war (declared or undeclared), terrorism, blockade, revolution, civil commotion, fire, any weather-related event affecting safety of flight, flood, earthquake, explosion, governmental restraint, embargo, mechanicals, inability to obtain or delay in obtaining equipment, parts, or transport, inability to obtain or delay in obtaining governmental approvals, permits, licenses, or allocations, and any other cause outside of the complete control of JetSmarter or operator, as applicable, whether or not of the kind specifically listed above. In addition, Passenger understands and agrees that when, in the sole discretion of an operator or the pilots of a charter aircraft, safety may be compromised, JetSmarter, the operator or the pilots may cancel a flight, refuse to commence a flight, or take other necessary action without breaching its duties or obligations to Passenger or be liable for any loss, injury, damage, or delay. Notwithstanding the above, for a regularly scheduled, fully prepaid charter flight cancelled as a result of events outlined above, JetSmarter will make commercially reasonable efforts to secure a substitute aircraft of similar cabin class. If JetSmarter locates a substitute aircraft, the original Flight Quote for whole aircraft charter will be adjusted based on the pricing of the substitute aircraft quote. Passenger will have a right to

accept or decline the substitute aircraft for a whole aircraft charter flight. This provision does not apply to the cancellation of Empty-Legs or shared flights and JetSmarter will not provide any replacement aircraft in the event an Empty Leg is cancelled as a result of a Force Majeure event.

## **C. Empty Leg Cancellation by Jetsmarter or Operators**

Due to the price advantage and nature of Empty Legs, an Empty Leg can be cancelled at any time with or without advance notice to Passenger due to scheduling changes, mechanical issues with the aircraft, pre and post Empty Leg flight cancellations or schedule changes, a ground hold, crew duty limitations, medical condition of the crew, and any other Force-Majeure related reason the operator provides for a cancellation of an Empty Leg. Passenger understands and agrees that JetSmarter does not guarantee, is not obligated to, and will not provide a replacement aircraft in the event an Empty Leg is cancelled for any reason. Furthermore, Passenger understands and agrees that if an Empty Leg is cancelled for any reason, JetSmarter shall only be liable for the price of an Empty Leg paid by Passenger. For the avoidance of doubt, if an Empty Leg is cancelled, JetSmarter shall not be liable for any compensation or additional credit for the cancelled Empty Leg, lost opportunity costs, substitute travel cost and associated expenses or any other damages.

## **8. Transportation of Pets and Service Animals**

Passenger and their guests are not allowed to transport pets on any shared charter flights. Only service animals will be permitted on board of any shared charter flights. JetSmarter reserves the right to charge Passenger cleaning fees for transportation of service animals if such fees are imposed on JetSmarter by an operator. Passenger shall notify JetSmarter as soon as possible, but not less than 48 hours prior to their flight departure time if they will be bringing a service animal onboard of a shared charter flight. Unauthorized transportation of pets on shared flights will result in \$1,000 fine and cleaning fees that will be charged to Passenger's credit card. If a Passenger violates the pet policy outlined in this paragraph, Passenger agrees to pay fine and the cleaning fee.

## **9. Conduct**

JetSmarter requires all Passengers and their guests to strictly adhere to the following rules of conduct in order to ensure a safe, friendly and respectful experience on flights arranged by JetSmarter. These rules are not intended to restrict the rights of anyone, but rather to ensure that all Passengers, as well as JetSmarter and aircraft operator personnel, can expect to be safe and treated with dignity and respect at all times. If any Passenger engages in conduct



that JetSmarter considers improper, offensive or likely to risk endangering the safety of other Passengers or JetSmarter or aircraft operator personnel, then such Passenger may be reprimanded and/or denied transportation. All determinations will be made in the sole discretion of JetSmarter's management.

In addition, if the conduct of a Passenger endangers the aircraft or any passenger or property while on board; obstructs or hinders the crew in the performance of their duties; fails to comply with any instruction of the crew, including, but not limited to, smoking in any form (including electronic cigarettes, vaporizers and similar devices) or use of drugs or alcohol; involves the use of any offensive, threatening, abusive or insulting words towards the crew or JetSmarter personnel; or involves behavior which causes discomfort, inconvenience, damage or injury to the crew or JetSmarter personnel, then the crew may take such measures as it deems necessary to prevent continuation of such conduct, including restraint. A Passenger may be disembarked and refused onward carriage at any point and may be prosecuted for offenses committed on board the aircraft.

The following rules of conduct will be strictly enforced.

a. In accordance with the FAA rules and regulations, JetSmarter prohibits its Passengers from consuming any alcoholic beverages on board any flight that are not provided in the minibar located on the aircraft or served by a cabin server. Passengers shall not bring alcohol on board of the aircraft for consumption during a flight.

b. JetSmarter has zero tolerance for transportation or use of narcotics and other controlled substances, such as drugs and drug paraphernalia, regardless of whether certain substances may be considered legal in any states.

c. The crew reserves the right to deny boarding to any passenger who appears intoxicated. Any passenger who is denied boarding because he or she is intoxicated will not be entitled to a refund or alternative transportation.

d. Each passenger can transport not more than \$50,000 (or foreign equivalent) cash on any shared flight. Passengers will be denied boarding if any of them are in possession of more than \$50,000 (or foreign equivalent) cash.

e. Passengers must be respectful of other Passengers and of JetSmarter and aircraft operator personnel.

f. JetSmarter has zero tolerance for any type of harassment or offensive behavior, including, but not limited to:

- any kind of verbal or physical abuse, including abuse of JetSmarter employees and representatives;
- any form of discrimination;
- the use of profane language, gestures, insults or similar behavior;

- unwanted solicitation;
- loud or boisterous behavior; or
- creating strife, conflict or divisiveness within the JetSmarter community.

g. Passengers must observe proper etiquette on flights arranged by JetSmarter.

Passengers must maintain appropriate hygiene on shared flights. If someone's hygiene is offensive to a reasonable passenger, then it would violate JetSmarter's rules of conduct.

While JetSmarter does not have a specific dress code on flights, Passengers must wear appropriate attire on shared flights. Shoes must be worn at all times on shared flights. Sexually suggestive and other offensive clothing is prohibited.

1. Passengers must not cause damage to any aircraft or to amenities on any aircraft.
2. Passengers shall respect the privacy rights of other Passengers. No photos or videos may be taken of another passenger or shared on social media without the prior consent of such passenger.
3. Passengers have no authority to instruct aircraft crew in their job performance and duties.
4. Passengers must strictly adhere to all policies, procedures, rules and regulations of the aircraft operators.

JetSmarter, in collaboration with crew members, will strictly enforce these rules of conduct. If a Passenger violates any of the rules outlined above or other Terms and Conditions, Operator has a right to deny boarding to such Passenger, in which case, cancellation fees listed below will apply. Passengers are responsible for the conduct of their guests. JetSmarter shall not be responsible for alternative transportation if a Passenger or their guest is denied boarding due to the violation of any of the rules above.

## 10. Limitation of Liability

JetSmarter does not own or operate any aircraft on which the flights are performed and does not carry any aviation insurance. Passenger understands and agrees that JetSmarter is not liable for any injury, damage, loss, expense, special or consequential damages, or any other irregularity caused by the defect of any aircraft or conveyance, or the negligence of any company or person engaged in conveying the passenger, or carrying out the arrangements for Passenger's trip or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause. Passenger understands and agrees that JetSmarter's liability shall in any case be limited to the amount paid by Passenger to JetSmarter.

PASSENGER AGREES TO ACCEPT THE PROCEEDS OF THE INSURANCE MAINTAINED BY OPERATOR AS THEIR SOLE RECOURSE AGAINST OPERATOR FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE) TO ANY PASSENGER; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF OPERATOR'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN ALL CASES AND UNDER ALL CIRCUMSTANCES, OPERATOR OR JETSMARTER SHALL NOT IN ANY EVENT BE LIABLE TO PASSENER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, VALUE, REVENUE, BUSINESS OPPORTUNITIES, AND THE LIKE, UNDER ANY CIRCUMSTANCES OR FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY DELAY OR FAILURE TO FURNISH ANY AIRCRAFT CAUSED OR OCCASIONED BY THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF OPERATOR (REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), EVEN IF ANY SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

## **11. Insurance**

It is the sole responsibility of the aircraft Operator to maintain aviation liability insurance coverage. Passenger understands and agrees that JetSmarter is not liable for any claims arising out of or in connection with the services of the aircraft Operator.

JetSmarter maintains non-owned aircraft liability insurance in an aggregate amount of \$50,000,000, personal injury coverage of \$25,000,000 per occurrence and in the aggregate, and \$10,000 in coverage for each passenger's personal effects.

## **12. Identification and Documentation**

In accordance with the United States Transportation Security Administration ("TSA") regulations and other Governmental regulations, Passenger is required to comply with all TSA regulations, and will be required to present valid identification prior to departure for all flights. For international flights, Passenger must have a valid passport in his or her possession as well as any required visas or entry documentation. Operator has the right to refuse boarding to any person without the required documentation or as a result of non-compliance with TSA or other government regulations without recourse or further obligation to Passenger by the operator or JetSmarter.

## **13. Governing Law**

This Agreement and all the rights of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Florida without reference to the conflict

of law principles of any jurisdiction.

## 14. Dispute Resolution

Any claim or dispute between the parties and/or against any agent, employee, successor, or assign of the other, whether related to this Flight Booking Terms, any of the Terms and Conditions or the relationship or rights or obligations contemplated herein, including the validity of this clause, shall be resolved exclusively by binding arbitration by the American Arbitration Association, under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect, by a sole arbitrator. The place of arbitration shall be Broward County, Florida. The existence and content of the arbitration proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitration proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration.

Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Passenger and JetSmarter alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions and without waiving either party's right of appeal, if any portion of this "class action waiver and other restrictions" provision is deemed invalid or unenforceable, then the remaining portions of the arbitration provision shall remain in full force and effect.

## 15. Release to Use Picture and Voice

Passenger authorizes JetSmarter, its subsidiaries, licensees, successors and assigns, to use Passenger's (1) picture, including photographic, motion picture, and electronic (video) images; and (2) voice, including sound and video recordings created while Passenger is utilizing the Services of JetSmarter. Passenger hereby grants JetSmarter, its subsidiaries, licensees, successors and assigns, the right to use, publish, and reproduce, for all purposes, Passenger's name, picture(s) of Passenger in film or electronic (video) form, silhouettes and other reproductions of Passenger's likeness, sound and video recordings of Passenger's voice, and printed and electronic copies of the information described above in any and all media including, without limitation, cable and broadcast television and Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational

purposes, and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised whether in the United States or abroad. The permission shall continue forever. Passenger acknowledges and understands that he, she, or it may not enjoin any exploitation of the activities as described above.

Passenger further grants JetSmarter, its subsidiaries, licensees, successors and assigns all right, title, and interest in all finished pictures, negatives, reproductions, and copies of any original print, and further grants JetSmarter, its subsidiaries, licensees, successors and assigns the right to give, sell, transfer, and exhibit any print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit in its sole discretion.

Passenger hereby waives the right to receive any payment for granting this release and waives the right to receive any payment for JetSmarter's, its subsidiaries, licensees, successors and assigns use of any of the material described above for any purpose authorized by this release. Passenger also waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith and further waives any right to approve the eventual use that it might be applied. Passenger acknowledges that he or she has read the foregoing and fully understands and agrees to the contents thereof.

## 16. Privacy of Passenger Data

JetSmarter collects and utilizes Passenger information according to the Privacy Policy that is incorporated in full by this reference and available at <https://docs.flyxo.com/jetsmarter-legal/general/privacy-policy.html>. JetSmarter may use Passenger information to check the credit of Passenger in connection with its invoice collection efforts or to check the credit of Passenger and perform criminal and other background searches of Passenger in connection with evaluating whether to accept Passenger's business. For more information about JetSmarter's use of your data, please contact [GDPR@JetSmarter.com](mailto:GDPR@JetSmarter.com).

## 17. Electronic Signature

By purchasing a flight through the JetSmarter mobile application, the JetSmarter software, JetSmarter's website(s) or through an aviation specialist and selecting the "I Accept" button, Passenger accepts and agrees to these Terms and Conditions electronically. Passenger agrees that their electronic signature is the legal equivalent of their manual signature and that they will be legally bound by these Terms and Conditions. Passenger agrees to pay JetSmarter in full for any invoiced amount upon providing their electronic signature.

JetSmarter Inc. is registered with the State of Florida as a Seller of Travel. Registration No. ST40661.

