



Membership Agreement

By subscribing to JetSmarter Inc.'s ("JetSmarter") membership, you ("Member") and JetSmarter agree to the following terms and conditions (this "Agreement") relating to the services provided in relation to Member's subscription to JetSmarter's membership program. JetSmarter may amend or modify this Agreement from time to time. Amendments and modifications to this Agreement will be effective upon JetSmarter's publication of such amendments or modifications on its website or the JetSmarter mobile application (the "Application"). Member's continued access or use of the Service or the Application after such posting constitutes Member's consent to be bound by the amended or modified Agreement. JetSmarter shall provide written notice of any changes to this Agreement, whether by periodic newsletter email, or any other means in its discretion. JetSmarter and Member are sometimes referred to herein collectively as "parties" and each a "party". Section 20 of this Agreement contains a binding arbitration clause and class action waiver. Please read this provision carefully as it affects the parties' legal rights.

1. Jetsmarter's Program and Software

As one of the benefits of the membership program, JetSmarter, as Member's agent, agrees to arrange air transportation services for Member and/or Member's guests to be provided by aircraft 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") (the "Program"). Member understands that JetSmarter is not an aircraft operator and arranges private jet charter services solely as a manager of the Program and as Member's agent. For clarification purposes, "Private Jet Charter," "Aircraft Charter," "Private Charter," and "Charter," refers to using, booking, arranging, or chartering an aircraft. Except when it is expressly stated that a flight is operated pursuant to the 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. JetSmarter may provide access to its software, including applications, websites, electronic social/commerce, marketplaces, and integrated communication tools, which form part of the Program, and are designed to enhance the user-experience, communications, service optimization, functionality and logistics of the Program ("Software"). Members and their guests can access and utilize such Program and Software only as stipulated and limited under the terms and conditions of this Agreement.

2. Membership Services

In exchange for a membership fee, JetSmarter provides access to numerous services and benefits that include, but are not limited to, concierge services that can assist with various types of reservations, including hotel, restaurant and nightlife entertainment, yachts and cars; customer service membership specialists; invitations to events organized or co-sponsored by JetSmarter; sourcing aircraft for the purpose of Aircraft Charters; acting as Member's agent in negotiating with operators and signing charter contracts on Member's behalf; organizing aircraft reservations; coordinating payment; arranging in-flight services; flight tracking; and services as a charterer in organizing public charter flights (collectively, the "Services"). The specific Services a Member will have access to (and any limits on such Services) is based on the tier of membership that a Member purchases. JetSmarter reserves the right to change, suspend, or terminate any of the Services or benefits at any time, including, without limitation, changes, suspension, or termination of any routes, types of aircraft used and/or operators that perform flights, and changes to (or imposition of new) fees or other charges for services or benefits. JetSmarter may from time to time offer new routes, types of aircraft and other services or benefits, all of which are subject to change, suspension, or termination at any time and also are subject to additional fees or charges. Membership rates are subject to periodic adjustments.

3. Federal Aviation Regulation Part 135 Operations

All flights under this Agreement are operated by a FAR Part 135 or Part 121 air carrier (the "Operator"), who shall have exclusive direction, control and authority over initiating, conducting, or terminating flights ("Operational Control"). JetSmarter is not a FAR Part 135 or 121 air carrier and does not provide air carrier services. The Operator performing the flight will be subject to, among other things, flight time and duty time restrictions, and airport limitations that may preclude or limit operations to certain airports and other applicable regulations and requirements. Member understands and agrees that the Operator shall have absolute discretion in all matters, including, without limitation, the preparation of the aircraft for flight and the flight itself, the load carried and its distribution, the decision as to whether or not a flight will be performed, what route will be flown, and all matters relating to the operation of the aircraft. Member specifically agrees that the Operator shall have final and complete authority to cancel any flight for any reason or condition that in its sole and absolute judgment could compromise the safety of a flight and may take any other action that, in its opinion, is necessitated in consideration of safety. No such action of the Operator shall create or support any liability for loss, injury, damage or delay to Member. In addition, the Operator shall have the right to refuse boarding to any person: (a) who appears to be intoxicated or under the influence of any illicit or controlled substance; (b) who refuses to be subject to any reasonable checks of his or her person or baggage by the Operator, a security team contracted by JetSmarter, or by government or airport authorities; (c) whose condition, including apparent illness or incapacity, in the sole judgment of the Operator could involve hazard or risk to

himself, herself or others; (d) who exhibits violent, aggressive, or otherwise inappropriate behavior towards other Members, passengers, or flight crew; or (e) who fails to provide proper identification.

4. Acceptance of Membership

Member agrees to provide all information requested by JetSmarter through the Application, software, and forms provided online, via email or mail in accordance with JetSmarter policies and procedures. Acceptance of Members into the Membership Program and renewal of Member's Membership for an additional term is at the sole discretion of JetSmarter. If upon application, Member is refused admission to the Membership Program, JetSmarter will refund the Membership Fee, if any was charged, and there shall be no further obligation owed by either party. JetSmarter reserves the right to revoke Member's admission to the Membership Program at its sole discretion at any time during Member's Membership term by refunding prorated Member's Membership Fee paid to JetSmarter.

5. Membership Fee and the Membership Account

Member understands and agrees that he or she is obligated to pay a one-time initiation fee to activate his or her Membership, the amount of which will be determined by JetSmarter from time to time and itemized on an invoice sent to Member (the "Initiation Fee"). If a Membership is cancelled or terminated for any reason, Member shall pay the Initiation Fee in addition to the prevailing annual membership fee in order to re-activate his or her Membership for any new term. The Initiation Fee or any portion of it is non-refundable. In exchange for access to the Membership Services, Member agrees to pay an annual membership fee during the entire Term (defined below) of this Agreement (the "Membership Fee"). The Membership Fee includes all applicable taxes. The Membership Fee is due on an annual recurring basis. JetSmarter reserves the right to increase the Membership Fee from time to time, which increases will apply to existing Members upon renewal of Membership for subsequent Terms. Member agrees to provide JetSmarter a credit card and authorizes JetSmarter to automatically charge the Membership Fee to the credit card on file. Members shall provide new or updated credit card information promptly following expiration of the credit card on file. The Membership Fee is an access fee for use of the Service, is not a payment for air transportation, and is non-refundable, except as specifically provided herein, even if Member fails to utilize the Program or the Services. The Membership Fee is not amortized over time and not based on Member's ability to purchase or use the Service.

6. Term

Unless otherwise specified herein, on the invoice for the Membership Fee ("Membership Invoice") or in the terms of a valid promotional membership offer, the Membership term is for

a period of twelve (12) months (the "Term"), commencing on the day Member paid the Initiation Fee and the Membership Fee in full and completed identification and credit card verification process (the "Effective Date"). JetSmarter reserves the right to terminate and cancel Member's Membership at any time and for any reason, including if Member breaches any terms or conditions of this Agreement or other agreements incorporated herein by reference. Member understands and agrees that if the Membership is cancelled due to Member's breach of any terms or conditions of this Agreement or other agreements incorporated herein by reference, Member will lose all privileges, the Initiation Fee, Membership Fee, and forfeit accrued flight credits and any additional benefits that might be available to Member. JetSmarter will not owe any further obligation to provide any Services, credits or benefits to Member. Except as expressly provided herein, Member agrees that he or she will not be entitled to a refund of the Membership Fee, the Initiation Fee, or any portion of the Membership Fee or Initiation Fee, and will hold JetSmarter harmless for the loss of the Service, credits or any additional benefits. Member agrees to pay for any and all charges or expenses incurred by their children under eighteen (18) years of age ("Minor Child") on the Member's account and/or on the Minor Child's account, in addition to any and all charges or expenses incurred as a result of damage or excess wear and tear caused by Member's service or emotional support animal.

7. Renewal and Termination

Unless JetSmarter determines not to renew, the Membership Term will be conveniently renewed automatically and you agree to be charged the applicable annual membership fee for the subsequent Membership Term(s), unless you provide JetSmarter a written notice not to renew at least ten (10) days prior to the expiration of any preceding Term via email to renewals@jetsmarter.com. If Member's credit card is declined, Member agrees to provide a different method of payment within three (3) business days. If Member fails to provide a different method of payment, and the Membership Fee is due and outstanding longer than ten (10) business days, the Member's Membership will be cancelled, and Member will forfeit and lose the Initiation Fee and any other accrued benefits, including flight credits. Any outstanding charges shall remain due until paid in full.

8. Flight Reservation Policy

Prices for flight reservations are displayed in the Application or other medium via which the flights are reserved. Prices are dynamic and updated in real time. Prices are not guaranteed until the reservation is made and confirmed. All flight reservations are subject to availability and are offered on a first-come, first-served basis.

9. Limitation of the Number of Flight Credits or Other Promotional Credits Available for Use Per Transaction

From time to time, JetSmarter may introduce various promotions and issue gratuitous flight credits or other flight benefits that can be used to purchase select JetSmarter products and services. In its sole discretion, JetSmarter may impose a limit on the amount of flight credits that can be used per single flight. The prevailing limit of flight credits that can be used per single flight is displayed in the Application and can be changed from time to time without prior notice. Any unused flight credits will expire 12 months after they are credited.

10. Promotional Memberships

At its sole discretion, JetSmarter may offer certain Members trial or other promotional memberships with different features, which are subject to the terms of this Agreement, except as otherwise stated in the promotional offer ("Promotional Membership"). A Promotional Membership is valid only for the period specified in the promotional offer. If no period is specified, JetSmarter may terminate a Promotional Membership at any time in its sole discretion.

11. The JetSmarter Starter Membership

Members of the Starter tier shall have access to purchase one seat per flight on six (6) flights at member rates within the Starter Membership Term (defined herein). The term of the Starter Membership shall continue until the first of either the expiration of twelve (12) months from the Effective Date or upon Member's purchase of six seats at prevailing member rates, whichever occurs first (the "Starter Membership Term"). Unless JetSmarter determines not to renew, the Membership Term will be conveniently renewed automatically following the expiration of any twelve (12) month term in accordance with Section 7 of this Agreement.

12. The JetSmarter Signature Membership

The JetSmarter Signature Membership shall consist of one Signature Plus and five Signature members ("Signature Membership"). Signature and Signature Plus members are eligible to earn flight credit rebates ("Rebates"). Rebates can only be earned on cash purchases. Rebates on purchases made by Signature members will be credited to the designated Signature Plus member's account. Rebates will not be allocated to Signature member's accounts. Unlimited flight credit usage applies only to the rebate credits. Standard flight credit use limitations shall apply to any other types of flight credits. Rebates earned on cash purchases shall expire twelve (12) months after being credited to the Signature Plus member's account. Only one

Signature Plus member shall be designated per each Signature Membership. Designation will be effective for a one-year term and cannot be changed. Signature Plus members have the right to redesignate a Signature member's account to another individual by requesting redesignation to JetSmarter in writing ("Redesignation"). Only three (3) Redesignations shall be permitted per each Signature Membership term. Signature Plus members shall have the right to terminate the Signature Membership at any time. Termination of the Signature Membership by the Signature Plus member shall result in termination of all Signature members' memberships associated with the Signature Plus member's account. Such termination shall not entitle Signature members to a refund of any membership fees. Signature members understand and agree that JetSmarter shall have no liability for termination of Signature members' accounts at the request of the Signature Plus member.

13. The Family Membership

The Family Membership shall consist of one Primary member and four Family members ("Family Membership"). Primary and Family members Designation of a Primary member will be effective for a one-year term and cannot be changed. Primary family members have the right to redesignate a Family member's account to another individual by requesting redesignation to JetSmarter in writing ("Redesignation"). Only three (3) Redesignations shall be permitted per each Family Membership term. Primary family members shall have the right to terminate the Family Membership at any time. Termination of the Family Membership by the Primary member shall result in termination of all Family members' memberships associated with the Primary member's account. Such termination shall not entitle Family members to a refund of any membership fees. Family members understand and agree that JetSmarter shall have no liability for termination of Family members' accounts at the request of the Primary member.

14. Service Limitations

Services are subject to JetSmarter's Terms of Use, Copyright Policy, Charter Terms, and Public Charter Operator-Participant Agreements available for review at <https://docs.flyxo.com/jetsmarter-legal/list.html/> and throughout the Application (collectively, "Terms and Conditions"). By entering into this Agreement, Member agrees to all Terms and Conditions and such Terms and Conditions are incorporated by reference herein. JetSmarter may amend or modify its Terms and Conditions from time to time. Amendments will be effective upon JetSmarter's publishing of such amended or modified Terms and Conditions on its website or the Application. Member's continued access or use of the Service after such posting constitutes Member's consent to be bound by the Terms and Conditions, as amended or modified.

Membership privileges are solely available to Member and cannot be lent, shared, transferred, leased or sold to any third party, except as specified in this Agreement or in a valid

promotional offer. While Member can invite guests to join them on flights they arrange and pay for, they cannot lend their account to someone else to book flights or access the Service. Except as specified in a valid promotional offer, all Members, except members of the Sophisticated tier, are required to be present on board any flight that Member arranges by using the Services of JetSmarter. Only Member can use earned flight credits if they are earned and awarded. Member cannot sell, transfer, or receive remuneration for flight credits or other awarded or accrued benefits or credits. Member benefits and credits may be utilized exclusively by Member and expire at the expiration of the membership Term. Member acknowledges that any reward or credit may be limited and may be subject to expiration at JetSmarter's sole discretion. Any breach of this section may result in Member losing privileges and membership cancellation with no further obligation to Member or recourse by Member.

Member acknowledges that JetSmarter is the manager of the Program and Service, and that the success of the Program and the ability to deliver the Service with high levels of customer satisfaction depends on a vibrant and cooperative membership. Member's good faith cooperation regarding booking, cancellations, notices, departure times, itinerary flexibility, communication, payments and documentation, and other aspects of arranging flights and other aspects of the Service is required. Any attempt to deliberately manipulate the Service or the Application by repeatedly placing and cancelling bookings or requests for flights, canceling requests and rebooking with slightly differing requirements, failing to authorize payment or pay for the Service as provided for herein, failing to accept the invoice for flight reservations on timely basis, failing to maintain a valid credit card on-file that is usable for pre-authorization/reserve and payment/capture, or failing to communicate effectively and in a timely manner regarding all aspects of coordinating the delivery of the Service, or other such actions which in JetSmarter's opinion disrupts JetSmarter's ability to deliver the Service, notwithstanding anything contained herein to the contrary, will result in JetSmarter having the authority to reject Member's trip requests without obligation and/or suspend or cancel Membership.

15. Non-reliance

EACH MEMBER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT AND IN THE TERMS AND CONDITIONS, IN EACH CASE AS AMENDED FROM TIME TO TIME: (A) NEITHER JETSMARTER NOR ANY OTHER PERSON ON JETSMARTER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (B) EACH MEMBER ACKNOWLEDGES AND AGREES THAT, IN DECIDING TO PURCHASE A MEMBERSHIP, HE, SHE, OR IT HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR DISCLOSURE MADE BY JETSMARTER OR ANY OTHER PERSON ON JETSMARTER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR IN THE TERMS AND CONDITIONS, IN EACH CASE AS AMENDED FROM TIME TO TIME.

16. Privacy of Member Data

JetSmarter collects and utilizes Member information according to the Privacy Policy that is incorporated in full by this reference and available at <https://jetsmarter.com/legal/privacy-policy/>. JetSmarter may use Member information to check the credit of Member in connection with its invoice collection efforts or to check the credit of Member and perform criminal and other background searches of Member in connection with evaluating whether to accept or continue Member's membership in the Membership Program.

17. Release to Use Picture and Voice

Member authorizes JetSmarter, its subsidiaries, licensees, successors and assigns, to use Member's (1) picture, including photographic, motion picture, and electronic (video) images; and (2) voice, including sound and video recordings created while Member is utilizing the Services of JetSmarter. Member hereby grants JetSmarter, its subsidiaries, licensees, successors and assigns, the right to use, publish, and reproduce, for all purposes, Member's name, picture(s) of Member in film or electronic (video) form, silhouettes and other reproductions of Member's likeness, sound and video recordings of Member'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. Member acknowledges and understands that he, she, or it may not enjoin any exploitation of the activities as described above.

Member 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.

Member 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. Member 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. Member acknowledges that he or she has read the foregoing and fully understands and agrees to the contents thereof.

18. Limitation of Liability

JetSmarter does not own or operate any aircraft on which the flights are performed and does not carry any aviation insurance. Furthermore, all member benefits are provided and administered by the respective third parties that provide the services. JetSmarter Members acknowledge that member benefits services are provided by independent contractors and JetSmarter has no responsibility for the performance of member benefits services. JetSmarter neither supervises nor controls the actions of independent member benefits services providers, nor makes any representation either express or implied as to their suitability. Member further 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 Member's trip, or providing any member benefits, or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause.

On behalf of themselves and their guests, Members understand and agree that JetSmarter's liability shall in any case be limited to the Membership Fee amount paid by Member to JetSmarter for the preceding three years of Member's membership term.

MEMBERS, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE GUESTS (COLLECTIVELY, "MEMBER PARTIES"), AGREE TO ACCEPT THE PROCEEDS OF THE INSURANCE MAINTAINED BY OPERATOR OR A THIRD PARTY PROVIDER OF GOODS OR SERVICES AS THEIR SOLE RECOURSE AGAINST OPERATOR, JETSMARTER OR A THIRD PARTY PROVIDER OF GOODS OR SERVICES FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE) TO ANY MEMBER PARTIES; 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 MEMBER PARTIES 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.

19. Insurance

It is the sole responsibility of the aircraft operator or independent provider of goods or services to maintain liability insurance coverage. Member understands and agrees that JetSmarter is not liable for any claims arising out of or in connection with the services of the aircraft operator, any of its partners and affiliates, or any third-party provider of goods or services.

20. 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.

21. 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 Agreement, 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 by a sole arbitrator under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect, which are deemed to be incorporated herein by reference.. The place of arbitration shall be Broward County, Florida, or the closest city to the address on file for Member which JetSmarter flies into or out of. 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. JetSmarter shall pay the costs charged by the American Arbitration Association for initiating an arbitration, provided that the damages alleged in the arbitration demand do not exceed the combined amount paid by Member for the Membership and initiation Fee for Member's then current membership Term.

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 MEMBER 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.

22. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties. Member may not assign or transfer his or her rights or obligations without the prior written consent of JetSmarter, which may be withheld at its sole discretion and for any reason.

23. Construction

If any provision of this Agreement is declared by an arbitrator or a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

24. Notice

JetSmarter may give notice by means of a general notice through the Software, electronic mail to Member's email address on record, or by written communication sent to Member's address on record. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing (if sent by first class mail) or twelve (12) hours after posting or sending it via email or other means of electronic transmission. Member may give notice to JetSmarter (such notice shall be deemed given when received by JetSmarter) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class mail postage prepaid with delivery confirmation to JetSmarter at the following address: JetSmarter Inc., 500 E. Broward Blvd., 19th Floor, Fort Lauderdale, FL 33394 addressed to the attention of: Chief Executive Officer, with a copy to the Legal Department.

25. Miscellaneous

This Agreement together with the agreements and other documents referenced herein and incorporated herein by reference constitute the entire agreement between the parties concerning its subject matter and supersedes any prior or contemporaneous agreements, understandings or proposals. Paragraph headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. No provision of, right, power or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission, or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing signed by an authorized representative of each party. This Agreement

shall not be construed as creating a joint venture, partnership, or other form of association or cooperative arrangement between JetSmarter and Member. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default. JetSmarter Inc. is registered with the State of Florida as a Seller of Travel. Registration No. ST40661. JetSmarter agrees to disclose any financial relationship with celebrity endorsers, influencers and journalists to the extent required and in the form required by applicable law.

26. Electronic Signatures

Each party agrees that the electronic signatures and acknowledgments, whether digital or encrypted, of the parties to this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Member's access or use of the Service and the Application constitutes Member's agreement to be bound by all terms and provisions of this Agreement (including the agreements and other documents referenced herein and incorporated herein by reference) as amended or modified from time to time.

27. Colorado Residents' Rights

The following provision applies exclusively to legal residents of Colorado. Members who are legal residents of Colorado have a right to cancel this Membership Agreement subject to the terms and by following the procedure outlined in this Section.

THE PURCHASER MAY CANCEL THIS CONTRACT FOR ANY REASON AT ANY TIME PRIOR TO THE CLOSE OF BUSINESS ON THE NEXT BUSINESS DAY FOLLOWING THE DAY THE PURCHASER SIGNS THE MEMBERSHIP CONTRACT BY DELIVERING OR MAILING TO THE BUYERS' CLUB WRITTEN NOTICE OF CANCELLATION. NOTICE OF CANCELLATION, IF SENT BY MAIL, IS DEEMED TO BE GIVEN AS OF THE DATE THE MAILED NOTICE WAS POSTMARKED. In the event Member residing in Colorado chooses to exercise the cancellation right, Member agrees to pay JetSmarter for any and all services that Member utilized prior to cancellation of his or her Membership at the published non-member rates.

28. Connecticut Residents' Rights

The following provision applies exclusively to legal residents of Connecticut. Members who are legal residents of Connecticut have a right to cancel this Membership Agreement subject to the terms and by following the procedure outlined in this Section. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS

DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT BELOW.

Notice of Cancellation

Date of Transaction is stated on your membership invoice.

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE BUYING CLUB OF YOUR CANCELLATION NOTICE. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO JETSMARTER INC., ATTN: LEGAL DEPARTMENT AT 500 EAST BROWARD BLVD., SUITE 1900, FORT LAUDERDALE, FLORIDA 33394 NOT LATER THAN MIDNIGHT OF THIRD DAY FOLLOWING THE DATE OF TRANSACTION AS STATED ON YOUR MEMBERSHIP INVOICE.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

In the event Member residing in Connecticut chooses to exercise the cancellation right, Member agrees to pay JetSmarter for any and all services that Member utilized prior to cancellation of his or her Membership at the published non-member rates.

29. Florida Residents' Rights

The following provision applies exclusively to legal residents of Florida. Members who are legal residents of Florida have a right to cancel this Membership Agreement subject to the terms and by following the procedure outlined in this Section. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE DATE LISTED ON YOUR MEMBERSHIP INVOICE, AND RECEIVE A FULL REFUND OF ALL PAYMENTS MADE TO THE SELLER. YOU MAY ALSO CANCEL THIS CONTRACT IF UPON A DOCTOR'S ORDER YOU CANNOT PHYSICALLY RECEIVE THE SERVICES, OR YOU MAY CANCEL THE CONTRACT IF THE SERVICES CEASE TO BE OFFERED AS STATED IN THE CONTRACT. IF YOU CANCEL THE CONTRACT FOR EITHER OF THESE REASONS, THE SELLER, JETSMARTER, MAY KEEP ONLY A PORTION OF THE CONTRACT PRICE EQUAL TO A PRO RATA PORTION OF THE TOTAL PRICE REPRESENTING THE PROPORTION OF SERVICES YOU USED OR COMPLETED, PLUS THE COST TO THE SELLER OF ANY RELATED GOODS WHICH YOU HAVE CONSUMED OR RETAINED.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice to JetSmarter Inc., Attn: Legal Department at 500 East Broward Blvd., Suite 1900, Fort Lauderdale, Florida 33394 not later than midnight of third day following the date of transaction as stated on your Membership Invoice. In the event Member residing in Florida chooses to exercise the cancellation right, Member agrees to pay JetSmarter for any and all services that Member utilized prior to cancellation of his or her Membership at the published non-member rates.

30. Massachusetts Residents' Rights

Members who are legal residents of Massachusetts, you may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement. In the event Member residing in Massachusetts chooses to exercise the cancellation right, Member agrees to pay JetSmarter for any and all services that Member utilized prior to cancellation of his or her Membership at the published non-member rates. In order to cancel the Agreement, Member who are legal residents of Massachusetts must mail or deliver a signed and dated copy of this cancellation notice to JetSmarter Inc., Attn: Legal Department at 500 East Broward Blvd., Suite 1900, Fort Lauderdale, Florida 33394 not later than midnight of third day following the date of transaction as stated on your Membership Invoice.

Notice of Cancellation

Date of transaction is stated on your membership invoice.

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you

agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to JetSmarter at 500 East Broward Blvd, Suite 1900, Fort Lauderdale, FL 33394 not later than midnight of (date).

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

31. Virginia Residents' Rights

Members who are legal residents of Virginia have a right to cancel this Membership Agreement within seven days of the date stated on Member's membership invoice. In the event Member residing in Virginia chooses to exercise the cancellation right, Member agrees to pay JetSmarter for any and all services that Member utilized prior to cancellation of his or her Membership at the published non-member rates.

BUYER'S NONWAIVABLE RIGHT TO CANCEL:

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN CALENDAR DAYS FROM YOUR EXECUTION OF THIS CONTRACT UNLESS YOU HAVE ALREADY USED THE TRAVEL SERVICES PROVIDED IN CONNECTION WITH THIS TRAVEL SERVICES AGREEMENT. IF YOU HAVE ALREADY USED THE TRAVEL SERVICES PROVIDED IN CONNECTION WITH THIS TRAVEL SERVICES AGREEMENT, YOU MAY STILL CANCEL THIS TRANSACTION WITHIN SEVEN CALENDAR DAYS FROM YOUR EXECUTION HEREOF, BUT YOU ARE NOT ENTITLED TO A REFUND OF ANY PRIOR PAYMENTS MADE FOR THE SPECIFIC TRAVEL SERVICES UTILIZED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE OR SEND A TELEGRAM TO: JetSmarter at 500 E Broward Blvd, Suite 1900, Fort Lauderdale, FL 33394 NOT LATER THAN MIDNIGHT OF THE SEVENTH CALENDAR DAY AFTER EXECUTION OF THE CONTRACT.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

