



Terms of Use

The terms and conditions stated herein (collectively, the "Agreement") constitute a legal agreement between you and JetSmarter Inc., a Delaware corporation ("JetSmarter" or the "Company"). In order to use the Service (defined below) and the associated Application (defined below) you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by JetSmarter (collectively, the "Service"), and downloading, installing or using any associated application or web service supplied by JetSmarter which purpose is to enable you to use the Service (collectively, the "Application"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published from time to time on JetSmarter's website or the JetSmarter mobile application.

JetSmarter reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Application at any time, effective upon posting of an updated version of this Agreement on the website or Application. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Application after any such changes shall constitute your consent to such changes. JetSmarter also reserves the right at any time to change, suspend or terminate any of the services or benefits included in the Service, 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. Grandfathered membership fee rates are subject to periodic inflation adjustments and do not include access to new services or benefits that may be offered after the initial date of purchase of membership.

THE COMPANY DOES NOT PROVIDE AIR CARRIER SERVICES, AND THE COMPANY IS NOT A REGISTERED AIR CARRIER. IT IS UP TO THE THIRD- PARTY AIR CARRIER CHARTER OPERATOR ("OPERATOR") TO OFFER AIR CHARTER SERVICES, WHICH MAY BE SCHEDULED THROUGH USE OF THE APPLICATION OR SERVICE. THE COMPANY OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD-PARTY AIR CHARTER SERVICES.

JetSmarter offers access to a number of programs, including private charters and flights operated under 14 CFR 380 ("Public Charter"). For private charters, JetSmarter shall act solely and exclusively as your agent in arranging the flight. For Public Charter operations, JetSmarter will act as principal in buying and reselling the air transportation. Seats obtained under the

Public Charter Program are subject to the Public Charter rules contained in 14 CFR 380 and Public Charter Operator Participant Agreement. All charter flights are operated by U.S. 14 CFR Part 135 air carriers. 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. Operators have authority from both the FAA and DOT to operate. JetSmarter is NOT a registered U.S. 14 CFR Part 135 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 using the Services and booking a flight, you authorize JetSmarter to enter into a charter contract with the Operator as your agent.

Flight Reservations

You will be responsible for arranging flights with an Assigned Aviation Specialist, through the JetSmarter Application, JetSmarter's website(s) or other method acceptable to JetSmarter. Acceptable methods may include email, text message or telephone with a JetSmarter Aviation Specialist. Search results for private charters that appear in JetCharter searches are powered by Avinode, Inc.

Confirmation of Flights

For private charters, on your behalf and as your agent, JetSmarter will confirm aircraft availability with the Operator, execute necessary documents to reserve the aircraft, and process payment. It is your sole responsibility to carefully review and verify all travel details reflected in the confirmation when completing the reservation. Upon your review and acceptance of the invoice or booking confirmation, any trip cancellations or modifications will be subject to applicable cancellation policies.

Payment for Travel Services

You shall be responsible for opening an account, providing payment authorizations for travel services and paying for Services according to the terms and conditions of this Agreement and any additional terms and conditions presented to you at the time of booking, which are incorporated herein by this reference. You agree to open an account with JetSmarter and to provide all requested information, including a credit card to be kept on file and used for pre-authorization/reservation and payment/capture for Services requested and authorized by you. When reserving an aircraft with a credit card, an authorization/reservation will be processed for the amount reflected on the Invoice Quote (as defined below), plus a 5% administrative fee.

Prior to reserving an aircraft, JetSmarter will provide you with an invoice quote that will outline the preliminary cost of the requested flight ("Invoice Quote"). Please note that the Invoice

Quote might not include Additional Expenses as fully described below. Once you confirm and approve the Invoice Quote, you shall be responsible for authorizing payment for the Invoice Quote from your account using the available methods offered by JetSmarter.

Payment for Services, including the Invoice Quote, shall be subject to the following terms and conditions, which may be amended from time to time, at the discretion of JetSmarter: <https://docs.flyxo.com/jetsmarter-legal/general/charter-terms.html>

Additional Expenses

Additional expenses ("Additional Expenses") may be incurred for the following: in-flight telecommunications and internet usage, excess luggage fees, fees for service animal transportation, cleaning services for service animal transportation or cleaning required due to the excess wear and tear of the aircraft caused by you or your guests, catering orders, ground transportation and other services whether or not itemized in the confirmation documentation will be billed when incurred on your behalf. There may be a fuel surcharge or winter segment fee in order to provide for aircraft de-icing or hangaring, which may be itemized separately and appear as an added charge upon booking or at a later time if services are added or consumed after booking. Members are responsible for all Additional Expenses resulting from their or their guests' use of the Service. These charges may originate from the Operator providing air transportation services or a third-party provider. Unless you inform and instruct us otherwise, charges related to such additional expenses will be charged to the Member's credit card on file.

Final Invoice

JetSmarter will transmit a Final Invoice to you detailing Member's incurred charges after the flight or as soon thereafter as charges for additional service and extraordinary items are provided by the Operator to JetSmarter. In the event that any amount due from you to JetSmarter hereunder remains unpaid for more than five (5) days beyond the date such amount was due to be paid, such outstanding amount 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 you to JetSmarter is rejected and JetSmarter incurs any fees as a result of such rejection (e.g., insufficient funds), you shall be responsible to reimburse JetSmarter promptly for all such fees.

Identification and Travel Documentation

In accordance with the United States Transportation Security Administration ("TSA") regulations and additional government regulations, you and your authorized guests are required to comply with all TSA regulations, and will be required to present valid identification prior to departure for all flights. For international flights, you and all additional passengers

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 on behalf of Operator or JetSmarter.

JetSmarter will require you to provide detailed and accurate passenger information regarding all persons traveling pursuant to arrangements made by you, after or during the booking process. Such information has to be furnished to JetSmarter no later than twenty-four (24) hours prior to departure. You agree to timely provide to JetSmarter all required information, and you acknowledge that failure to provide the information, providing inaccurate or incomplete information or failure to provide information in a timely manner may result in delaying a flight, the Operator or pilots electing to deny boarding, and may ultimately result in you and/or your guests missing the flight, which will be considered a cancellation without notice and will be subject to cancellation fees.

Missed Flights

You agree that you are obligated to fly according to the Flight Itinerary provided by JetSmarter which stipulates the departure time based on and in consideration of the preferred departure time indicated by you at the time of booking.

YOU MUST BE AT THE AIRCRAFT PREPARED TO TRAVEL AT THE DEPARTURE TIME INDICATED ON THE FLIGHT ITINERARY. FOR PRIVATE CHARTERS, IF YOU ARE NOT AT THE AIRCRAFT 30 MINUTES AFTER THE SCHEDULED DEPARTURE TIME READY TO FLY, YOU WILL HAVE MISSED THE FLIGHT. FOR PUBLIC CHARTER FLIGHTS, IF YOU ARE NOT AT THE AIRCRAFT AT LEAST TWENTY MINUTES PRIOR TO THE SCHEDULED DEPARTURE TIME READY TO FLY, YOU WILL HAVE MISSED THE FLIGHT.

For private charters, Pilots may wait up to one hour after the indicated departure time as a grace period, but are under no obligation to do so. Should you miss a flight, you are solely responsible for alternate arrangements. You will be charged for the missed flight and payment will be rendered according to the terms and conditions of the confirmation and this Agreement, failing which, the pre-authorized credit card will be charged as provided for herein.

Disclaimer of Responsibility for Delay/Cancellation, Other

JetSmarter shall not be liable for any delay or failure to perform in connection with any flight, Service or in the performance of any obligation hereunder or for any unavailability or inaccessibility of the Application if such delay, unavailability, inaccessibility or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands or orders

of any government or agency, seizure of the aircraft under legal process, adverse weather conditions, inability to obtain fuel, aircraft damage or loss, lack of essential parts or supplies, mechanical problems, illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, denial of service attack, any other attack on the systems of JetSmarter, scheduled maintenance of the Application or any other cause which is beyond the control of JetSmarter. JetSmarter is hereby released from any claim or demand for any direct or consequential damages arising out of failure to perform as a result of a force majeure event whether or not herein enumerated or other event referenced above. In no event shall you pursue JetSmarter for any amount in excess of actual membership fees and JetSmarter's liability shall be strictly limited to an amount equivalent to the membership fee actually paid by you.

Conduct

If your conduct or the conduct of your guest endangers the aircraft or any passenger or property while on board, or you or your guests obstruct or hinder the crew in the performance of their duties, or fail to comply with any instruction of the crew, including but not limited to, those with respect to smoking in any form, drugs, alcohol, or use of any threatening, abusive or insulting words towards the crew or any behavior which causes discomfort, inconvenience, damage or injury to the crew or other passengers on the flight, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint. You and/or your guests may be disembarked and refused onward carriage at any point and may be prosecuted for offenses committed on board the aircraft. Further, in JetSmarter's discretion, your JetSmarter membership privileges may be revoked permanently, without refund.

Aircraft Condition

You agree to reimburse JetSmarter for any and all reasonable costs and expenses incurred as a result of damage to the aircraft interior and/or exterior which is caused by carelessness or neglect by you or any of your guests. JetSmarter may debit all flight expenses and other charges resulting from your or your guests' use of the Service, including costs of damage to aircraft caused by you or your guests.

Insurance

It is the sole responsibility of the Operator to maintain liability insurance coverage. JetSmarter is not liable for any claims arising in connection with the services of the Operator.

Use of the Application and Service

Key Content-related Terms

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"JetSmarter Content" means Content that JetSmarter makes available through the Service or Application, including any Content licensed from a third party, but excluding User Content.

"User" means a person who accesses or uses the Service or Application.

"User Content" means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Service or Application.

"Collective Content" means, collectively, JetSmarter Content and User Content.

Representations and Warranties

By using the Application or Service, you expressly represent and warrant that you are legally entitled to and have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Application and Service. Without limiting the foregoing, the Service and Application is not available for use by children (persons under the age of 18) without adult supervision. By using the Application or Service, you represent and warrant that you are at least 18 years old or will use the Service or Application under adult supervision. Your participation in using the Service and/or Application is exclusively for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. By accessing the Application and/or using Services, you expressly represent and warrant that you are not a (i) broker or professional buyer acting on behalf of an end client, either an individual or an entity, to charter an aircraft, (ii) travel agency, (iii) marketing agent selling aircraft charter(s) on behalf of aircraft operators, (iv) global distribution system (GDS's), (v) online travel agent (OTA's), or (vi) any other person or entity that sells travel to or facilitates travel for independent third parties. When using the Application or Service you agree to comply with all applicable laws from your home nation and the country, state and city in which you are present while using the Application or Service.

You may only access the Service using the Application or other means expressly authorized by JetSmarter. It is your responsibility to check to ensure you download the correct version of the Application for your device. JetSmarter is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Application for your handset. JetSmarter reserves the right to terminate this Agreement should you be using the Service or Application with an incompatible or unauthorized device.

By using the Application or the Service, you agree that:

1. You will only use the Service or Application for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes.
2. You will not use the Service or Application to cause nuisance, annoyance or inconvenience.
3. You will not impair the proper operation of the network.
4. You will not harm or attempt to harm the Service or Application in any way whatsoever.
5. You will not copy or distribute the Application or any content provided via the Application or as a result of your use of Services without prior written permission from JetSmarter.
6. You will only use the Application and Service for your own use and will not resell it to a third party.
7. You will keep secure the confidential information regarding your account, which allows access to the Service.
8. You will provide us with whatever proof of identity we may reasonably request.
9. You will only use an access point or 3G data account (AP) which you are authorized to use.
10. You are aware that when requesting transportation services by SMS, standard messaging charges will apply.

You agree that Avinode, Inc. is a third-party beneficiary of any and all representations and warranties made by you above that relate to your use of charter search functions or data via the Application and Avinode, Inc. shall have the right to enforce the representations and warranties above as they relate to your use of the charter search functions or data via the Application.

License Grant, Restrictions and Copyright Policy

Licenses Granted by Jetsmarter Its Content and User Content

Subject to your compliance with the terms and conditions of this Agreement, JetSmarter grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any JetSmarter Content solely for your personal and non-commercial purposes; and (ii) to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit

the Service, Application or Collective Content, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by JetSmarter or its licensors, except for the licenses and rights expressly granted in this Agreement.

License Granted to User

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Service or Application, you hereby grant to JetSmarter a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service or Application. JetSmarter does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Service or Application. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Service or Application or you have all rights, licenses, consents and releases that are necessary to grant to JetSmarter and to the rights in such User Content, as contemplated under this Agreement; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or JetSmarter's use of the User Content (or any portion thereof) on, through or by means of the Service or Application will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Application License

Subject to your compliance with this Agreement, JetSmarter grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. JetSmarter reserves all rights in and to the Application not expressly granted to you under this Agreement.

Accessing and Downloading the Application From iTunes

The following applies to any App Store Sourced Application:

- You acknowledge and agree that (i) this Agreement is concluded between you and JetSmarter only, and not Apple, and (ii) JetSmarter, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between JetSmarter and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of JetSmarter.
- You and JetSmarter acknowledge that, as between JetSmarter and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and JetSmarter acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between JetSmarter and Apple, JetSmarter, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.
- You and JetSmarter acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.
- Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Application in any way; (ii) modify or make derivative works based upon the Service or the Application; (iii) create Internet "links" to the Service or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Application.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application or Service or its related systems or networks.

JetSmarter will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. JetSmarter may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that JetSmarter has no obligation to monitor your access to or use of the Service, Application or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Service and Application, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. JetSmarter reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that JetSmarter, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Service or Application.

Copyright Policy

JetSmarter respects copyright law and expects its users to do the same. It is JetSmarter's policy to terminate in appropriate circumstances Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Please see JetSmarter's Copyright Policy at <https://docs.flyxo.com/jetsmarter-legal/general/copyright-policy.html>, for further information.

Payment Terms

Any fees that JetSmarter may charge you for the Application or Service, are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Application or Service either planned, accidental or intentional, or any reason whatsoever. JetSmarter reserves the right to determine final prevailing pricing.

JetSmarter, at its sole discretion, may make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. JetSmarter may change the fees for our Service or Application, as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service or Application.

SMS Messaging

If you select this feature, and have SMS service from one of the supported Carriers, you can get notified via SMS. Messaging and data rates may apply.

You will only receive messages from JetSmarter if you make a passcode request. If you change your mobile phone service provider, the service may be deactivated and you will need to re-enroll in the notification service. JetSmarter reserves the right to cancel the notification service at any time. For more information, please write to support@jetsmarter.com.

Intellectual Property Ownership

JetSmarter alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by JetSmarter.

The JetSmarter name, JetSmarter logo, and the product names associated with the Application and Service are trademarks of JetSmarter or third parties, and no right or license is granted to use them.

Third Party Interactions

During use of the Application and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers,

advertisers or sponsors showing their goods and/or services through the Application or Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. JetSmarter and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. JetSmarter does not endorse any sites on the Internet that are linked through the Service or Application, and in no event shall JetSmarter or its licensors be responsible for any content, products, services or other materials on or available from such sites or third-party providers. JetSmarter provides the Application and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and JetSmarter disclaims any and all responsibility or liability arising from such agreements between you and the third-party providers.

JetSmarter may rely on third party advertising and marketing supplied through the Application or Service and other mechanisms to subsidize the Application or Service. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing. JetSmarter reserves the right to charge you a higher fee for the Service or Application should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on JetSmarter's website located at www.jetsmarter.com. JetSmarter may compile and release information regarding you and your use of the Application or Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

Indemnification

By entering into this Agreement and using the Application or Service, you agree that you shall defend, indemnify and hold JetSmarter, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of transportation services arranged via the Service or Application, or (c) your use or misuse of the Application or Service.

Disclaimer of Warranties

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR

COMPLETENESS OF THE SERVICE OR APPLICATION. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE SERVICE OR APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR APPLICATION WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND APPLICATION IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATION AND SERVICE, AND ANY THIRD-PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Internet Delays

THE COMPANY'S SERVICE AND APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO

USE THE SERVICE OR APPLICATION, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR APPLICATION, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY MAY INTRODUCE YOU TO THIRD-PARTY LICENSED TRAVEL PROVIDERS FOR THE PURPOSES OF PROVIDING AIR CHARTER SERVICES. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD-PARTY TRAVEL PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD-PARTY TRAVEL PROVIDER. THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD-PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD-PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE APPLICATION OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE APPLICATION OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE APPLICATION OR SERVICE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE QUALITY OF THE AIR CHARTER SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR APPLICATION IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE APPLICATION AND THE SERVICE, YOU MAY BE EXPOSED TO AIR CHARTER SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE APPLICATION AND THE SERVICE AT YOUR OWN RISK.

Notice

JetSmarter may give notice by means of a general notice on the Service, electronic mail to your email address on record in JetSmarter's account information, or by written communication sent by first class mail or pre-paid post to your address on record in JetSmarter's account information. Such notice shall be deemed to have been given upon the

expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You 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 postage prepaid mail to JetSmarter at the following addresses: JetSmarter, Inc., 500 E. Broward Blvd., 19th Floor, Fort Lauderdale, FL 33394 addressed to the attention of: Legal Department.

Assignment

This Agreement may not be assigned by you without the prior written approval of JetSmarter but may be assigned without your consent by JetSmarter to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Application nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App Store Sourced Application, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Dispute Resolution

Any claim or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service or Application (collectively, "Disputes") between the Parties and/or against any agent, employee, successor, or assign of the other, whether related to this agreement or the relationship or duties 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. Except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. 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. You acknowledge and agree that you and JetSmarter are each waiving the right to a trial by jury or to participate as a plaintiff or class User in any purported class action or representative proceeding. Further, unless both you and JetSmarter otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement. The place of arbitration shall be Broward County, Florida.

General

Except for those agency relationships specifically referenced in the JetSmarter Membership and Flight Booking Terms and Conditions, no joint venture, partnership, employment, or agency relationship exists between you, JetSmarter or any third-party provider as a result of this Agreement or use of the Service or Application. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of JetSmarter to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by JetSmarter in writing. This Agreement comprises the entire agreement between you and JetSmarter and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. JetSmarter Inc. is a registered with the State of Florida as a Seller of Travel. Registration No. ST40661.