

There's a smarter way to fly

# Operator-Participant Agreement Contract

This Operator-Participant Agreement (Agreement) sets forth the terms and conditions under which JetSuiteX, Inc., 18952 MacArthur Blvd, Suite 200, Irvine, CA 92612

(JetSuiteX), in return for payment in the amount indicated as the total charter price, agrees to provide you (Participant or Member) with charter air transportation (Charter).

**AIR CARRIERS AND AIRCRAFT:** The Charter will be performed using Embraer EMB-135 jet aircraft with 30 seats operated by Delux Public Charter, LLC ("Delux"), Embraer Legacy 650 with 13 seats operated by Delux, Embraer Phenom 100 jet aircraft with 4 seats operated by Superior Air Charter, LLC ("Superior") or Cessna CJ3 jet aircraft with 7 seats operated by Superior. Delux and Superior are direct air carriers certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 135. JetSuiteX reserves the right to change the aircraft type or capacity, or the air carrier performing the charter flight. No refunds or compensation will be given for such substitutions or changes.

Participant is not guaranteed single plane or non-stop service. If necessary, JetSuiteX will make best efforts to provide substitute service at comparable departure times, subject to operational constraints. JetSuiteX also reserves the right to substitute scheduled air service when necessary at no additional cost to Participant. If JetSuiteX knows in advance of the need for substitute scheduled service, Participant will be notified no less than 72 hours prior to departure or as soon as the need for substitute service is known, and the Participant may either accept the scheduled service or request a full refund of the charter price within 48 hours of notification.

The origin and destination cities for each flight leg, the dates of the outbound and return flights, and the amount and terms for payment will be printed on the electronic receipt, which is incorporated herein by reference.

**CHARTER PRICE:** The charter price quoted to Participant includes charter air transportation and all applicable taxes and government imposed user fees for the itinerary booked with JetSuiteX. No refund will be made for services included in the ticket price which Participant chooses not to use.

**RESERVATIONS AND PAYMENT:** Full payment and acceptance of this Agreement are required to secure tickets. Credit cards are the only form of payments accepted by JetSuiteX. CREDIT CARD PAYMENTS ARE PROCESSED DIRECTLY INTO JETSUITE'S ESCROW ACCOUNT AT

THE DEPOSITORY BANK, FIRST FOUNDATION BANK. When travel is booked by participant through a retail travel agent, payments may be made payable to the agent, who must in turn shall make payment to First Foundation Bank.

ITINERARY CHANGES AND CANCELLATIONS: The right to refund if the Participant changes plans is limited, except as outlined below. The Participant's cancellation may result in a cancellation charge equal to the full-fare price of the ticket ("Cancellation Fee"). Participants agree and acknowledge that even if the flight that they booked was complimentary as a benefit of their JetSmarter membership, they will be liable for the Cancellation Fee.

The Cancellation Fee will not apply if the seat the Participant has cancelled is occupied by a substitute Participant or in the event a Participant provides a qualified substitute Participant who is a JetSmarter member and who is eligible to reserve the flight under the terms and conditions of that Member's membership agreement and all other applicable laws, and terms and conditions. A \$25 change fee may be collected for this substitution.

Until the Participant or Member accepts the Agreement, the Participant is entitled to a full refund.

INSURANCE: Information on trip cancellation, health, and accident insurance is available from third party providers. Further information is available on request.

MAJOR CHANGE: IF JETSUITEX MAKES A MAJOR CHANGE PRIOR TO DEPARTURE, PARTICIPANT HAS THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND OF THE AMOUNT PAID. The following are Major Changes: (1) a change in the origin or destination city; (2) a change in the departure or return date unless the change results from a flight delay experienced by the Air Carrier (If, however, the delay is greater than 48 hours, it will be considered a Major Change.); or (3) a price increase of more than 10% occurring ten or more days before departure. If a Major Change must be made in the Charter, JetSuiteX will notify Participant within seven days after first learning of the change, but in any event at least ten days prior to the scheduled departure. If less than ten days before the scheduled departure, JetSuiteX becomes aware that a Major Change must be made, JetSuiteX will notify Participant as soon as possible. WITHIN SEVEN DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, PARTICIPANT MAY CANCEL PARTICIPANT'S RESERVATION AND PARTICIPANT WILL RECEIVE A FULL REFUND OF THE TICKET PRICE WITHIN FOURTEEN DAYS AFTER CANCELING. IF A MAJOR CHANGE OCCURS AFTER THE DEPARTURE OF THE CHARTER WHICH PARTICIPANT IS UNWILLING TO ACCEPT, JETSUITEX WILL REFUND, WITHIN FOURTEEN DAYS AFTER PARTICIPANT'S SCHEDULED RETURN DATE, THAT PORTION OF PARTICIPANT'S TICKET PRICE WHICH APPLIES TO THE SERVICES NOT ACCEPTED.

CANCELLATION: IF JETSUITEX MUST CANCEL THE CHARTER, IT WILL NOTIFY PARTICIPANT IN WRITING WITHIN SEVEN DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN TEN DAYS BEFORE THE SCHEDULED DEPARTURE

DATE. JetSuiteX has no right to cancel the charter less than ten days before the scheduled departure date except for circumstances that make it physically impossible to perform the charter. If that occurs, JetSuiteX will notify participant as soon as possible. If JetSuiteX cancels the charter, it will make a full refund of the ticket price to participant within fourteen days after cancellation. Participant must provide JetSuiteX with sufficient contact information to receive notices of a major change. All requests for refunds should be sent to: JetSuiteX Inc., 18952 MacArthur Blvd., Suite 200, Irvine, CA 92612.

## Passenger Rules of Conduct

Members and their guests are required to strictly adhere to the following rules of conduct in order to ensure a safe, friendly and respectful experience on flights. These rules are not intended to restrict the rights of anyone but rather to ensure that all Members and their guests, as well as JetSuiteX and aircraft operator personnel, can expect to be safe and treated with dignity and respect at all times. If any Member or guest of a Member engages in improper conduct, offensive or likely to risk endangering the safety of other Members or their guests, JetSmarter, JetSuiteX or aircraft operator personnel, then such Member or the Member who invited the guest who engaged in such conduct may be reprimanded or his or her membership may be suspended or terminated without refund and without prior warning. All determinations will be made in the sole discretion of JetSmarter's management.

In addition, if the conduct of a Member or any of such Member's guest(s): 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 involves behavior which causes discomfort, inconvenience, damage or injury to the crew or other passengers onboard, then the crew may take such measures as it deems necessary to prevent continuation of such conduct, including restraint. A Member and/or such Member's guest(s) 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.

1. Members and their guests are prohibited from consuming any alcoholic beverages that are not provided in the minibar located on the aircraft or served by a cabin server on board any flight. Members and their guests shall not bring alcohol on board of the aircraft for consumption during a flight.
2. JetSuiteX and JetSmarter have zero tolerance for transportation or use of controlled substances, such as drugs and drug paraphernalia, regardless of whether certain substances may be considered legal in any states.

3. The crew will 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.
4. Each passenger can transport not more than \$50,000 (or foreign equivalent) cash on any flight. Member and guests will be denied boarding if any of them is in possession of more than \$50,000 (or foreign equivalent) cash.
5. Members and their guests must be respectful of other Members and their guests and of JetSuiteX and aircraft operator personnel.
6. JetSuiteX and JetSmarter have 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 JetSuiteX or 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 or JetSuiteX community.
7. Members and their guests must observe proper etiquette on flights.
8. Members and their guests must maintain appropriate hygiene on flights. If someone's hygiene is offensive to a reasonable passenger, then it would violate these rules of conduct.
9. While JetSuiteX does not have a specific dress code on flights, Members and their guests must wear appropriate attire. Shoes must be worn at all times. Sexually suggestive and other offensive clothing is prohibited.
10. Members and their guests must not cause damage to any aircraft or to amenities on any aircraft.
11. Members and their guests shall respect the privacy rights of other members and their guests. No photos or videos may be taken of another passenger or shared on social media without the prior consent of such passenger.
12. Members and their guests have no authority to instruct aircraft crew in their job performance and duties.
13. Members and their guests must strictly adhere to all policies, procedures, rules and regulations of the aircraft operators.

JetSmarter, in collaboration with JetSuiteX and Delux crew members, will strictly enforce these rules of conduct. If a Member or a Member's guest violates any of the rules outlined above or other Terms and Conditions, JetSuiteX shall have a right to deny boarding and JetSmarter shall have a right to suspend or terminate his or her membership immediately and such Member will not be entitled to any refund of membership or initiation fees. Members are responsible for the conduct of their guests. At its sole discretion and depending on the severity of a violation, JetSmarter might choose to issue one warning prior to the termination of a membership. JetSuiteX shall not be responsible for alternative transportation if a Member or guest is denied boarding due to the violation of any of the rules above.

## Baggage:

**Free Baggage Allowance:** Each ticketed passenger may check two suitcases weighing no more than 50 combined pounds. Each bag must be less than 84 inches (length + width + height). Carry-on baggage is limited to one item that is capable of being stored below the seat (12" x 12" x 9") and one small personal item. All checked and carry-on baggage must have name tags for identification.

**Limitation on Liability for Baggage:** JetSuiteX refuses to accept high value, fragile, or perishable items as checked baggage which includes: electronic equipment; ornamental items, including jewelry, antiques; silverware; clocks and watches; artistic items, including paintings, prints and photos; rugs; photographic equipment; recreational, camping, mechanical or sports equipment; items made of paper; business documents; edible or perishable items including fruits; x-ray items and other light-sensitive materials; medicines; or cash and other negotiable instruments. No payment will be made for claims relating to loss or damage for the foregoing items.

Delux and Superior limit their liability for proven actual and consequential damages for lost, damaged, or delayed baggage and its contents to \$3,500 per passenger.

Any baggage problems must be reported at the airport to a representative of JetSuiteX or its agent at the time of Participant's claim. This procedure will include completing a baggage claim form which is required to process all claims. Participant should contact JetSuiteX with any questions regarding its baggage policies.

**AIRPORT CHECK-IN:** All Participants must check in at the Fixed Base Operator ("FBO") no later than 15 minutes prior to the scheduled departure time.

**SECURITY AGREEMENT:** Participant's payments are protected in part by an irrevocable letter of credit held by Wells Fargo Bank (Securer), Attn: U.S. Standby Trade Services, 749 Davis Street, 2nd Floor, MAC A0283-023, San Leandro, CA 94577. Unless Participant files a qualified claim with JetSuiteX, or if JetSuiteX is not available, with the Securer, within 60 days after the completion of the Charter (or in the case of cancellation, the intended date of Participant's Charter), the Securer will be released from all liability to Participant under the security

agreement. If there is no return flight in Participant's itinerary, completion means the date or intended date of departure of the last flight in Participant's Itinerary.

**RESPONSIBILITY:** JetSuiteX is the principal and is responsible to Participant for providing public charter air transportation services. Neither JetSuiteX, its agents, servants, employees, nor Participant's travel agent assumes responsibility, unless negligent, for any claim, action, cause of action, injuries, losses or damages arising from the third-party supplier of services in connection with the charter, including but not limited to reservations; missed connections; costs or expenses arising out of personal Injury, accident or death; quarantine; disturbances; government restrictions or regulations; damage, loss, theft or delay of baggage or other property; inconveniences; loss of enjoyment; loss of pay; disappointment; mechanical breakdown; government action; strike; lockouts; war terrorism; weather; acts of God; force majeure; or other factors or causes beyond their control.

**CUSTOMER SERVICE:** JetSuiteX is committed to quality service. In the event that you have cause for dissatisfaction during your charter, please contact one of our Guest Service Representatives at **1-800-435-9579** or email **[guestservices@jetsuitex.com](mailto:guestservices@jetsuitex.com)**.

**TRAVEL DOCUMENTS:** Participant is responsible to determine and obtain proper travel documentation such as visas, passports and notarized authorizations. For more information on U.S. entry requirements, please visit [www.travel.state.gov](http://www.travel.state.gov) or [www.dhs.gov](http://www.dhs.gov). Please consult the Consulate of " Participant's" International Destination for further information on their entry requirements. For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry. All passengers must have a government issued photo ID. For all JetSuiteX Public Charter flights a government issued photo ID such as a passport or state issued driver's license is mandatory for all persons 18 years of age or older. **WITHOUT THIS IDENTIFICATION, YOU WILL BE DENIED BOARDING AND WILL NOT BE GIVEN A RETURN.**

**GENERAL:** The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under the available law. If the Participant accepts a refund or alternative travel arrangements offered by JetSuiteX, Participant waives all additional remedies available under applicable law. By executing this Agreement, Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and it completely supersedes any prior written or oral agreements or representations. This Agreement can be amended only and must be signed by both parties. Any oral representations or modifications shall have no force or effect. California state law shall govern this Agreement. Any claim against JetSuiteX must be presented in writing within ten days of the date of Participant's return flight, and JetSuiteX is expressly not liable for any claims presented after said ten-day period.

**ACCEPTANCE:** Electronic signature or acceptance through the internet, GDS, or app including, but not limited to, acceptance by the travel agent (as representative of the Participant) will be

an acceptable form of acknowledgement to the terms and conditions of this Operator-Participant Agreement. No ticket will be issued unless the Participant (or Participant's travel agent) accepts this Agreement.

For telephone sales in which the Participant pays by credit card, JetSuiteX will send a copy of this Agreement by mail or electronic mail within 24 hours of accepting payment by credit card. Participant must execute the Agreement prior to travel. Participant is entitled to a full refund if the Participant decides not to participate in the Charter after reviewing the Agreement.