

CHARTER OF SHARED FLIGHT

Updated at December 13, 2023

I. GENERAL

This Operator-Participant Agreement (the "Agreement") sets forth the terms and conditions upon which Jetsborder, in exchange for payment of the amount stated as the Total Charter Price, agrees to provide each Participant (the "Participant", the "Passenger", the "Customer") participation in a charter flight (the "Charter Flight"). The Department of Transportation requires all passengers to agree to and sign the terms of the agreement with the Participating Operator at the time of payment. The price of your journey, outward and return flight dates, origin and destination cities, and other conditions, are as specified in the applicable Operator's itinerary and/or your accepted booking, and are incorporated herein by reference. Unless otherwise specified, the price includes only air transport. Jetsborder reserves the right to charge additional fees during peak periods, the amount of which will be determined based on demand and supply availability ("Peak Travel Surcharge"). Additional peak travel costs will be disclosed in the itinerary and displayed in the request prior to booking. The price of seats on "offer per seat" will be displayed in "Shared Flight" and will be available before booking.

II. RESPONSIBILITY

Jetsborder, as Principal, is responsible to the Participant for arranging and providing public air charter transportation. However, in the absence of negligence on the part of Jetsborder, neither Jetsborder nor its officers, directors, agents, servants, employees or principal directors assume any liability for, and the entrant agrees to release, relieve and hold harmless Jetsborder and its officers, directors, agents, servants, employees and principals from any claim, action, cause of action, damage, loss or damage arising out of the actions or omissions of third-party contractors who provide services; missed connections; missed ground transportation or car rental expenses; lost or stolen items or baggage, damage, delays to baggage or other property; costs or expenses resulting from an injury; accident or death; quarantine; disturbances; government restrictions or regulations; disadvantages; loss of use; loss of wages or business opportunities; disappointment; mechanical breakdown; airport closure; air traffic control restrictions; government action; strike or lockout; war, terrorism; weather, acts of God, force majeure or other factors or causes beyond the control of Jetsborder.

III. PASSENGER CONDUCT RULES

Jetsborder requires that all passengers strictly adhere to the following rules of conduct to ensure a safe, friendly and respectful experience on Jetsborder-arranged flights and at Jetsborder-organized or sponsored events. These rules are not intended to restrict anyone's rights, but rather to ensure that all passengers, as well as Jetsborder and aircraft operator personnel, can expect to be safe and treated with dignity and respect at all times. If a Passenger engages in conduct that Jetsborder deems inappropriate, offensive or likely to endanger the safety of other Passengers or Jetsborder or aircraft operator personnel, then such Passenger may be reprimanded and/or refused transport. All decisions will be made at the sole discretion of Jetsborder management, in conjunction with the charter operator ("Operator").

In addition, if the conduct of a Passenger endangers the aircraft or any passenger or property on board; hinders or hinders the crew in the performance of their duties; fails to comply with any crew instructions, including but not limited to smoking in any form (including electronic cigarettes, vaporizers and similar devices) or the use of drugs or 'alcohol; involves the use of any offensive, threatening, abusive or insulting language towards the crew or staff of Jetsborder; or

conduct that causes discomfort, inconvenience, damage or injury to crew or Jetsborder personnel; the crew can then take whatever action they deem necessary to prevent further conduct, including restraint. A Passenger may be disembarked and refused carriage at any time and may be prosecuted for offenses committed on board the aircraft.

The following rules of conduct will be strictly enforced.

1. Pursuant to FAA rules and regulations, Jetsborder prohibits its passengers from consuming alcoholic beverages onboard any flight that is not provided in the minibar located on board the aircraft or serviced by a cabin server. Passengers should not bring alcohol on board the aircraft for consumption during a flight.
2. Jetsborder has zero tolerance for carrying or using narcotics and other controlled substances, such as drugs and drug paraphernalia, regardless of whether certain substances may be considered legal in a state.
3. The crew reserves the right to refuse boarding to any passenger who appears to be intoxicated. Any passenger who is denied boarding because they are intoxicated will not be entitled to a refund or alternative transportation.
4. Each passenger may not carry more than \$50,000 (or foreign equivalent) in cash on a shared flight. Passengers will be denied boarding if they have more than \$50,000 (or foreign equivalent) in cash.
5. Passengers must respect other passengers as well as Jetsborder and aircraft operator personnel.
6. Jetsborder does not tolerate any type of harassment or insult

IV. CHARTER PRICE

The charter price quoted includes charter air transportation for the charter flight and all applicable taxes. Rates are subject to availability at time of booking and are subject to change until booking is complete. The Passenger is responsible for all incidental expenses incurred during the charter flight unless mentioned in the quote.

if you have finalized the reservation (payment initiated) :

no additional fees will be asked of you.

If you have not finalized the reservation (payment not initiated) :

The price may increase until the day of departure.

V. CANCELLATIONS, CHANGES OF DATES AND REFUNDS

Please note that the following cancellation penalties will apply to the purchase of seats on an existing flight, charter flight, unless otherwise specified in a valid written agreement between the customer and Jetsborder.

CANCELLATION FEES :

Free after booking

30% of charter price three weeks before date of flight

50% of charter price two week before date of flight

65% of charter price one week before date of flight

75% of charter price 48 hours before date of flight

100% of charter price on day of flight

(iii) a cancellation charge of the greater of one hundred percent (100%) of the partial total price (i.e. no refund) in the event of a no-show, failure to arrive at least 15 minutes prior to boarding in

possession of valid government issued identification or violation of the terms of this agreement which results in denied boarding.

Participants agree and acknowledge that even if the flight they booked was free or using credits or other non-cash currencies, they will be required to pay cancellation fees. Cancellation charges do not apply if the canceled passenger's seat/plane is occupied by a replacement participant. The Passenger agrees that Jetsborder has the right to charge the cancellation fee to the Passenger's form of payment or to withhold the cancellation fee from the ticket price. If the Passenger's method of payment is declined, the Passenger immediately provides another method of payment.

****Please note that as a seasoned member, you can cancel your first reserved seat up to 72 hours before flight departure without penalty. If you cancel your first reserved seat within 72 hours of departure, the cancellation policies detailed above will apply.**

The above cancellation policies do not apply to discount seats, one-way charter offers and seats on shared charters, which are non-refundable.

Jetsborder reserves the right to modify or withdraw a charter flight at its discretion, subject to the provisions of this agreement regarding major modifications or cancellations. Any refund will be made within 14 days of the last departure date of the flight.

VI. TRANSPORTATION OF PETS AND SERVICE ANIMALS

Passengers are permitted to carry pets on our flights. Regarding shared flights, you must book an additional seat for him, the price will be reduced for your companion. Service animals will be permitted on board flights. Passengers must notify Jetsborder as soon as possible, but at least 48 hours before flight departure time if they or their guests are bringing an animal on board a flight. Unauthorized transportation of pets will result in a \$2,000 fine and cleaning fee which will be charged to the passenger's method of payment on file. If a Passenger violates the pet policy described in this paragraph, the Passenger agrees to pay the fine and cleaning costs

VII. BAGGAGE AND CONSENT TO SEARCH OF BAGGAGE AND PERSON

The operator reserves the right to refuse to accept baggage that does not comply with the size and weight limits described by e-mail. The Operator refuses to accept the following items for carriage: (a) firearms and ammunition; (b) flammable materials or liquids in stowed baggage or otherwise; live animals, other than service animals as defined in the Americans with Disabilities Act; d) any item designated as hazardous material ("Hazardous Material") or listed in the ICAO Technical Instruction for the Safe Transportation of Dangerous Goods by Air (collectively, "Prohibited Items"). If, notwithstanding this provision, the passenger boards the aircraft with a prohibited item, the operator may be required to return an aircraft to the passenger loading area and remove the prohibited item and the passenger. In such an event, neither Jetsborder nor the operator would be responsible for the carriage of prohibited items, related fines, additional costs or delays that may be incurred.

For your safety and the security of the flight, all baggage, including carry-on baggage and personal items, and passengers will be subject to search.

VII. RESPONSABILITY

Jetsborder assumes no responsibility for items left by a passenger in the aircraft cabin. Neither Jetsborder nor the Operator is liable under any circumstances for loss of or damage to improperly packed or overstuffed items or for loss or damage to items packed in baggage. Jetsborder or the operator are not responsible for any damage to baggage and specifically are not liable for superficial damage to baggage resulting from normal wear and tear from ordinary handling, including scratches, scuffs, punctures, stains and marks.

Participant agrees to indemnify and reimburse Jetsborder for all costs and expenses incurred as a result of damage and excessive wear and tear to the interior and/or exterior of the aircraft which have been caused by the Participant. If Participant incurs such charges, Participant's form of payment on file with Jetsborder will be charged at the end of the flight.

IX. REGISTRATION AND IDENTIFICATION

All passengers must arrive at least thirty (30) minutes prior to scheduled departure time and check-in at least twenty (20) minutes prior to scheduled departure. Neither Jetsborder nor the operator is responsible for transporting passengers who do not present themselves at the designated pick-up point at the airport of departure at least twenty (20) minutes before the scheduled time of departure. YOU MUST PRESENT A VALID ORIGINAL GOVERNMENT-ISSUED PHOTO IDENTITY TO PASS THROUGH THE SECURITY CHECKPOINT AND BEFORE BOARDING; THIS ID MUST MATCH YOUR NAME AS IT APPEARS ON THE PASSENGER RESERVATION LIST. FAILURE TO PROVIDE THIS TYPE OF IDENTIFICATION COULD RESULT IN BOARDING DELAY OR DENIED BOARDING, SO ENSURE THAT SUCH IDENTIFICATION (SUCH AS DRIVER'S LICENCE) IS READY AT TIME OF CHECK-IN. Any Passenger who exhibits disruptive behavior will not be permitted to board, or will be removed from the aircraft.

X. AIR TRANSPORT

Jetsborder will make every reasonable effort to notify all participants of any schedule changes. Maximum 7 days before the flight.

XI. MAJOR CHANGES

If the customer makes material changes prior to departure, Participant shall have the right to cancel the charter flight reservation and receive a full refund.

- 1) a change in the city of origin or destination of a charter flight;
- 2) a change in the departure or return date of a charter flight over 48 hours; an increase in the price of charter flights of more than 10% ten days or more before the departure of the charter flight.

Under no circumstances may Jetsborder increase the price of the charter flight less than ten days before the departure of the charter flight. If a major change is to be made to a charter flight, Jetsborder will use commercially reasonable diligence to notify the Passenger within seven days of first notification of such major change, but in any event not less than ten days prior to scheduled departure. charter flight.

If a major change occurs less than ten days before the scheduled departure of a charter flight, Jetsborder will notify the passenger as soon as possible. Within seven days of receipt

of notification of a major change, but in no event later than departure, the Passenger may cancel the Passenger's booking with Jetsborder and will receive a full refund within 14 days of such cancellation. If a major change occurs after the departure of the charter flight that the Passenger is unwilling to accept, Jetsborder will refund the Passenger, within 14 days of the scheduled return date of the charter flight, the portion of the price of the charter flight which applies to services not accepted.

Jetsborder has no right to cancel a charter flight less than seven (7) days before the scheduled departure date, except in circumstances which make it physically impossible to complete the charter flight or which are beyond the control of his will. If this happens, Jetsborder will notify passengers as soon as possible, but no later than the scheduled departure date.

If the charter flight is canceled less than (7) days before departure, a refund will be made to Passengers within fourteen (14) days of such notification.

XII. SECURITY AGREEMENT

Participant payments are protected in part by the bank ("Secure") with its principal place of 510 Townsend Street San Francisco, CA 94103, USA. Unless the participant files a qualified claim with Jetsborder, or if Jetsborder is unavailable, with the Securer, within 60 days of the charter's completion (or if canceled, the scheduled date of arrival of the Participant's chartered flight), the Securer shall be released from any liability to the Participant under the Trust Agreement. If there is no return flight in the Participant's itinerary, completion means the date or scheduled departure date of the last flight in the Participant's itinerary.

XII. INSURANCE

The operator is solely responsible for maintaining aviation liability insurance coverage, and the independent supplier of goods or services is solely responsible for maintaining aviation liability insurance coverage. Passengers must have liability insurance.

XIV. LIMITATION OF LIABILITY AND MISCELLANEOUS

Jetsborder does not own any aircraft on which the flights are operated and does not carry liability insurance. Passenger understands and agrees that Jetsborder shall not be liable for any injury, damage, loss, expense, including without limitation, indirect, special, incidental, consequential, exemplary, or punitive damages of any kind, or any other irregularity caused by the defect of an aircraft or a means of transport, or by the negligence of a company or a person who transports the passenger, or who makes the necessary arrangements for the passenger's journey or , by accident, delay, flight schedule, change, cancellation, illness, weather conditions, strikes, war, quarantine or any other similar cause.

The rights and remedies provided by this agreement are in addition to all rights and remedies provided by the law of France. A Participant's acceptance of a refund or other travel arrangement as provided in this Agreement constitutes full and final settlement and release of all other claims or remedies against Jetsborder. By signing this Agreement, Participant expressly acknowledges and agrees to all terms and conditions set forth in this Agreement. This Agreement contains the entire understanding between the parties and completely supersedes

any prior understandings or representations by Jetsborder, whether oral or written. This Agreement may only be modified in writing in a document signed by both parties. Any oral representation or modification shall have no force or effect. The law of France will govern this Agreement. Any claim against Jetsborder must be made in writing within sixty (60) days of the date of the return flight of a charter flight, and Jetsborder shall have no obligation or liability for any claim made after such sixty (60) period. 60) days. Jets border. is registered in France as a travel seller. Registration No. 79775896800011.

XV. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement and all rights of the parties hereto shall be governed by, construed and enforced in accordance with the laws of the State of France without reference to the conflict of law principles of any jurisdiction. Any claim or dispute between the parties and/or against any officer, director, agent, employee, successor or assignee of the other, whether related to this Agreement or any of the Terms, or the relationship, rights or obligations hereunder, including the validity of this clause, shall be resolved exclusively by binding arbitration of the American Arbitration Association by a sole arbitrator under the Commercial Arbitration Rules and Additional Procedures for Consumer Related Disputes then in effect, which are deemed incorporated herein by reference. The place of arbitration is in France. The existence and content of the arbitration proceeding and any award or decision rendered shall remain confidential, except (i) to the extent that disclosure may be required of a party to fulfill a legal obligation, protect or pursue a legal right, or enforce or challenge an award in a bona fide legal proceeding in 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 arbitration proceedings, if any, for the preparation or presentation of a claim or defense. in this arbitration.

Arbitration can only be done on an individual basis, without the possibility of arbitrating claims on the basis of a class action or on the basis of claims brought purportedly as representatives on behalf of others. . The arbitrator's authority to settle and issue written decisions is limited to claims between Passenger and Jetsborder only. Claims may only be joined or consolidated if all parties agree in writing. No arbitration award or decision shall have any preventive effect on any questions or claims in any dispute with any person who is not a named party to the arbitration. Notwithstanding any other provision of these Terms and without waiving either party's right of appeal, if any part of this "Class Action Waiver and Other Restrictions" is held invalid or unenforceable, the other parties of the arbitration provision remain in full force and effect.

XVI. NOTICE

All communications should be sent to Jetsborder, ATTENTION CUSTOMER, at the email address provided at contact@Jetsborder.com. Notices to Jetsborder are effective upon actual receipt by Jetsborder.

XVII. PASSENGER DATA PRIVACY

Jetsborder collects and uses passenger information in accordance with the Privacy Policy which is incorporated in its entirety by this reference and available at <https://en.jetsborder.com/politique-de-confidentialite>. Jetsborder may use Passenger information to check Passenger's credit as part of its bill collection efforts or to check Passenger's credit and conduct criminal and other related Passenger background searches in assessing whether to accept Passenger's

business . For more information on the use of your data by Jetsborder, please contact contact@Jetsborder.com

XVIII. ELECTRONIC SIGNATURE

By purchasing a flight or confirming an invoice or flight itinerary through the Jetsborder mobile app, Jetsborder software, and Jetsborder website or through an aviation specialist and selecting the "J 'accepts' The participant accepts this Agreement electronically. Participant agrees that their electronic signature is the legal equivalent of their manual signature and that they will be legally bound by this Agreement.