

## CHARTER OF CHARTER FLIGHT

Updated at December 13, 2023

### I. GENERAL

1.1 These Jetsborder EI Special Terms and Conditions for On Demand (hereinafter the "OD T&CS" or "Agreement") together with the Jetsborder EI General Terms and Conditions of Carriage (hereinafter the "GTCCs"), and any additional terms set out in any relevant quotation and/or Booking Confirmation ("Confirmation") form the contractual basis for the provision of Flight Services (defined below) by Jetsborder EI ("Jetsborder"). The GTCCs are available on Jetsborder's website and apply to flights operated by Jetsborder EI under their respective Air Operator's Certificate.

1.2 The Terms are applicable for commercial transport of Passengers and/or any permitted goods and/or animals from an agreed point of departure to an agreed point of destination as more particularly detailed in the quotation ("Flight Services").

1.3 The contract may be concluded with (i) an end customer or (ii) an agent on behalf of an end customer (either (i) or (ii) being, as context demands, the "Client"). Where the Client executes this contract as an agent, the Client warrants (on its own behalf and as agent for the end customer) that (a) it is bound by these Terms jointly and severally with the end customer, and (b) it has all requisite power and authority to bind the end customer. Any Client entering into this contract agrees to be held liable for any breach of the Terms by any passenger utilizing the Flight Services ("Passenger/s") and generally for the acts and omissions of those Passengers.

### II. Conclusion of Contract

2.1 The quotation issued by Jetsborder EI constitutes a non-binding offer. Only the issuance of a Confirmation (which may also be termed a "Booking Confirmation") by Jetsborder EI constitutes a binding offer which requires acceptance within the stipulated acceptance period. If such acceptance period is lapsed, Jetsborder EI shall not be bound by its Confirmation.

2.2 The return of the Confirmation duly signed by Client, if an individual, or by an Officer of Client with authority and approval to bind Client, if a corporation, shall constitute a binding contract of carriage between Client and Jetsborder EI and governed by the Terms. Such Officer personally confirms that they are in possession of all power and authorizations required by law and under the Client's constitutional documents and internal procedures, in order to validly execute the Confirmation

and to commit the Client to the Terms. Such Officer shall, upon any breach of the Terms by the Client, become jointly and severally liable with the Client for all the Client's representations and obligations under the Terms.

### III. Performance of Flight Services

3.1 Jetsborder EI shall have the right to perform the Flight Services as contractual carrier or assign the performance of the Flight Services to a third party actual carrier pursuant to Section 7, including Jetsborder EI. Client and Client's Guests shall comply with all applicable laws, including aviation regulations, as well as the rules, policies, and practices of any third-party carrier, including their general terms and conditions of carriage (or other similarly named document), insofar as these each impose binding obligations or restrictions on Client and/or Guests, and shall conduct themselves in an appropriate manner.

3.2 The Flight Services will be performed pursuant to and in accordance with the GTCCs as applicable at the date of Flight Services and the operating procedures approved by the competent authority of the contractual or the actual carrier as the case may be.

3.3 Jetsborder EI expressly reserves the right to utilize on its own account any lay over period or empty capacity the aircraft may have, including any empty legs related to the Flight Services, before, during or after the period in which the aircraft is available to the Client.

3.4 Flight Services are planned with a set of one (1) crew (Pilot in Command, Co-pilot) subject to crew duty time and rest period restrictions by applicable duty limitation regulations.

#### **IV. Included and Excluded Costs**

4.1 The Price (as stated on the Confirmation) does include aircraft costs including crew, fuel, maintenance, air navigation, airport and handling charges, inflight Jetsborder standard catering (depending on flight time and time of day), Passenger and baggage insurance.

4.2 The following costs are not included and shall be charged separately to Client at cost, including applicable taxes plus a handling surcharge of 10% :

- a) Insurance surcharges;
- b) SATCOM services;
- c) Special catering requests such as but not limited to caviar and special wines or spirits;
- d) cabotage permission costs;
- e) VIP terminal, special handling, helicopter and/or limousine services;
- f) any other concierge services rendered by Jetsborder EI upon request by Client;
- g) Supplemental of specialty Cabin Crew (beyond what is assigned), as requested by Client and/or any Passenger.

In such event, Client acknowledges and agrees that if Jetsborder EI has to use an enlarged or second crew, this may necessitate crew being in the cabin during the flight.

4.3 Taxes if applicable will be posted separately on the quotation/invoice.

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. Payment**

5.1 All payments due to Jetsborder EI shall be made upon receipt of invoice and in cleared funds received by Jetsborder EI by the payment date(s) specified by Jetsborder EI on the Confirmation or otherwise in writing to the Client or (if no such date(s) are specified) by one (1) business day prior to the flight date (each, the "Due Date"), without setoff or deduction. Time for payment shall be of the essence. If the Due Date is not a business day (bank holiday or weekend) the due and payable amount shall be received and credited to Jetsborder EI's account on the last preceding business day. Payments are to be made at costs of the sender in the currency to the bank account stated on the invoice.

5.2 Where the Member does not remit payment by the Due Date, the payment due shall be increased by three percent (3%), save in the case where the Member has made the booking within twenty-four (24) hours of the confirmed departure time. In addition, late payments shall be subject to interest at 10% of the outstanding sum per annum (pro rata) from the date due until Jetsborder EI's receipt. Jetsborder EI shall not be in breach of contract if it suspends Flight Services or additional services until receipt of funds.

5.3 Incoming payments shall first be offset against the oldest debt. Payment which is not sufficient to cover the entire debt will first be offset against the interest and finally against the principal debt.

5.4 If the payment has still not been made after issuance of a reminder and the setting of a deadline for payment, Jetsborder EI shall be entitled to withdraw from the contract of carriage

and cancel the booking, subject to cancellation charges as set out in Section 8. Jetsborder EI may refuse to set a payment deadline if the imminence of the departure date makes it unfeasible to stipulate a period for payment prior to departure. In such event, Jetsborder EI may withdraw from the contract of carriage and refuse performance of Flight Services subject to cancellation charges as set out in Section 8.

required under the contract, Jetsborder EI shall levy Client with a processing charge of USD 600 in addition to any charges made by the credit card institute or the bank.

5.5 Client and Passenger shall be jointly and severally liable for the payment of (i) the Flight Services, (ii) taxes on, or related to the provisions of the Flight Services, (iii) any additional costs set out in the quotation, Confirmation and/or this Agreement, and (iv) the cost of any damage or losses caused as a result of the conduct of the Client and/or any Passenger (including the cost of cleaning, disinfecting or repairing an aircraft exterior and/or its cabin and furnishings).

## **VI. Flight Changes and Delays**

6.1 Jetsborder EI and/or the operating carrier will do their best to ensure the punctual transportation of Passengers and baggage. However, advertised flight schedules and/or airports are subject to reasonable change due to operational and technical circumstances beyond Jetsborder EI and/or actual control of the carrier (e.g. cancellation of a landing permit). In the event of a change of airport, Jetsborder EI may select, at its discretion, a reasonable alternative airport for flight services and may arrange car transfers to the place of residence if the customer so desires.

6.2 The Customer is responsible for ensuring that Passengers arrive sufficiently in advance of the scheduled departure time. Jetsborder EI and/or the actual carrier's ability to accommodate any variation in flight services will always be subject to crew duty times and rest periods as well as the availability of additional crew.

6.3 The Client may request a delay in departure beyond any confirmed departure time. Jetsborder EI will accept such a delay if it (a) complies with crew duty time restrictions, applicable airline regulations and air traffic control requirements and (b) does not impact on other customers of Jetsborder EI or its affiliates (as determined by Jetsborder EI in its sole discretion). If the Customer delays a flight beyond the agreed departure time for any reason which is not the fault of Jetsborder EI, the Flight Services will be deemed canceled by the Customer or will be subject to charges communicated by Jetsborder.

## **VII. Substitutions**

7.1 Jetsborder reserves the right at its sole discretion to provide Client with an equivalent or superior aircraft owned or managed by Jetsborder or an affiliate thereof. ("Substitution Aircraft").

7.2 In the event Jetsborder determines that a Substitution Aircraft is not available to provide the Flight Services, Jetsborder shall advise Client without delay and provide a revised quotation, which may include revised pricing, to arrange an alternative aircraft ("Alternative Aircraft") that is not a Substitution Aircraft. If Client agrees to (or is deemed to agree to - see below) the Alternative Aircraft, Client shall be liable for the fees and charges set forth in the original booking confirmation plus any excess fees and charges agreed to for the Alternative Aircraft.

7.3 Client will have the opportunity to terminate this Agreement if (i) a Substitution Aircraft is required to provide the Flight Services and Jetsborder determines Client must pay additional costs for such Substitution Aircraft, or (ii) an Alternative Aircraft is required to provide the Flight Services, provided, however, Client must provide written notice of termination to Jetsborder no later than (i) five (5) hours following notification, or (ii) at a later deadline if provided by

Jetsborder at its sole discretion. Failure to provide notice in the allotted time shall be deemed affirmative consent, including to associated cost.

7.4 For the avoidance of doubt, if an Alternative or Substitution Aircraft is required while en route during a multi-leg Flight Service, any written termination pursuant to Section 7.3 above shall apply prospectively for all impacted legs only. All prior legs shall be governed by the original Booking Confirmation. Consequently, Jetsborder shall refund Client a pro rata proportion of the Price relating to those legs remaining as at the time of termination.

### **VIII. Cancellation**

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.

### **IX. Severability**

Should any one or more clauses of the Terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

## **X. 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.

## **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. 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.

## **XIII. APPLICABLE LAW AND DISPUTE RESOLUTION**

11.1 The Terms and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Terms or their formation (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law.

11.2 In the event of any dispute arising out of or relating to the Terms as set out in Section 11.1, Jetsborder may at its sole and exclusive discretion refer such dispute for final resolution by arbitration under the London Court of International Arbitration ("LCIA") Rules for commercial arbitration. The LCIA Rules are deemed to be incorporated by reference into this Section 11.2.

11.3 The language to be used in the LCIA arbitration referred to in Section 11.2 shall be English. In any LCIA arbitration commenced under Section 11.2, the number of arbitrators shall be one and the seat or legal place of arbitration shall be London, United Kingdom.

11.4 The parties agree that arbitration or any other proceeding shall proceed on an individual basis without the right for any claims to be arbitrated or resolved 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 Client and Jetsborder alone. Claims may not be consolidated or jointed unless agreed to in writing by all parties. to pursue all Claims solely on an individual basis, and that this GTCCs does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.

11.5 Save in the event of a referral by Jetsborder under Section 11.2, the English courts located in London shall have exclusive jurisdiction to determine any dispute arising in connection with the Terms, save that Jetsborder shall retain the right (save in the event of a referral by Jetsborder under Section 11.2) to bring proceedings against the Client in the courts of any other competent jurisdiction whether or not proceedings in the English Courts are pending or have been prosecuted to judgment. For the avoidance of doubt, any referral by Jetsborder under Section 11.2 shall not limit the rights of the parties to enforce (through competent courts or otherwise) any arbitral award or decision handed down pursuant to Section 11.2. The parties agree that arbitration or any other proceeding shall proceed on an individual basis without the right for any claims to be arbitrated or resolved 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 Client and Jetsborder alone. Claims may not be consolidated or jointed unless agreed to in writing by all parties. to pursue all Claims solely on an individual basis, and that this GTCCs does not permit

class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.

11.6 Sections 11.1 to 11.5 are without prejudice to the rules of jurisdiction of any applicable law (including the Warsaw Convention or the Montreal Convention) which may apply to the carriage of the Passenger(s).

#### **XIV. 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

#### **XV. NOTICE**

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

**XVI. 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](mailto:contact@Jetsborder.com)

**XVII. 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.