

## TERMS AND CONDITIONS JETWORLD COMMUNITY

These Terms and Conditions govern access to and usage of Jetworld's Community platform, for the facilitation of Aircraft charter.

These Terms and Conditions work as an agreement between the Aircraft charter broker "JETWORLD BV", a Belgian-registered company in the Chamber of Commerce under number 0760.318.959, registered at Cuylytsstraat 13A, 2018 Antwerpen, Belgium, with VAT number BE0760.318.959, and you, the "MEMBER".

Jetworld is not a direct air carrier. All flights to which Jetworld has access and are offered to Members are owned and operated by properly licensed third party air carriers, compliant with rules outlined by the European Union Aviation Safety Agency (EASA) or other appropriate authority under foreign law.

### 1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions unless the context otherwise requires:

- A. "Jetworld Community platform" means the channel(s) provided by Jetworld to the Member, so he/she can have access to Jetworld Community services, such as concierge services and booking a seat on a Shared flight using Jetworld Community.
- B. "Member" means a person who subscribes to use the services available through Jetworld's Community platform. A person is considered a Member during the entire period in which his/her account is active in Jetworld's Community platform.
- C. "Charterer" means Jetworld Community Members booking a seat using the Jetworld Community.
- D. "Itinerary" means the travel plan, and more precisely the date of the Shared Flight, the places of departure and destination, and the departure and arrival times.
- E. "Shared Flight" means a Flight in which Members book a seat on an Aircraft via Jetworld, instead of the entire Aircraft.
- F. "Shared Private Flight" means that a Charterer who is also a Member has booked an entire Aircraft via Jetworld, and allows the sales of unused seats to other Members.
- G. "Shared Empty Leg" means a Flight in which Members book a seat on an Aircraft via Jetworld, instead of the entire Aircraft, for an Itinerary that is wholly contingent upon the completion of a separate charter Flight.
- H. "Pending Activation" means the Flight is not confirmed, but is awaiting aircraft being assigned and minimum demand of passengers to be activated.
- I. "Activation Date" means the day when Jetworld decides if a Shared Flight in pre-booking state will be confirmed.
- J. "Activated Flight" means the Flight is confirmed and the Aircraft is assigned to perform the Flight.
- K. "Booking Confirmation" means the (electronic) document provided by Jetworld to a Charterer confirming a Shared Flight and including the Seat Price.
- L. "Seat Price" means the full price to be paid by the Charterer for booking a seat on a Shared Flight. The Seat Price includes all applicable taxes, fees and other charges imposed by any government or other authority.
- M. "Charter Agreement" means the contract between Jetworld and the Charterer for the hire of a seat on a Shared Flight. The Charter Agreement consists of these Terms and Conditions and the Booking Confirmation.
- N. "Flight Briefing" means the (electronic) document with all relevant details of the Shared Flight booked via the Jetworld Community platform as is issued before the flight to the Charterer by Jetworld.

### 2. USE OF THE JETWORLD COMMUNITY PLATFORM

Only registered Members may book flights through the Jetworld Community platform. The usage of the platform is governed by these Terms and Conditions and by our Privacy Policy. In case one does not accept the terms described on these policies he/she is not allowed to use the Jetworld Community platform and services.

Members confirm, acknowledge and agree that:

- A. They are of sufficient legal age and capacity to enter into legally binding agreements, including these Member Conditions.
- B. In making services available through the Jetworld Community platform, Jetworld acts solely as an intermediary between the Charterer and Aircraft Operators in arranging Aircraft charters.
- C. Jetworld does not operate as an air carrier and it does not own, operate or maintain Aircraft.
- D. Jetworld is not a contracting carrier for the purposes of the Montreal Convention 1999 nor is it a common carrier.
- E. All Flights booked through the Jetworld Community platform are provided by third-party Operators.
- F. A third party may not access the Jetworld Community platform or make bookings on behalf of a Member.
- G. Only validated Members may use the Jetworld Community Platform. Jetworld reserves the sole right to verify the trustworthiness of all applicants and of all Members registered in the Jetworld Community platform at any time while the Member has his/her account registered and activated in the Jetworld Community Platform. In case the trustworthiness of a Member cannot be verified (such as but not limited to Members using fake e-mail or fake phone number or identity theft) Jetworld may, at any time and without notice, suspend the Member from using the Jetworld Community platform as well block the Member for an indefinite time from using the Jetworld Community platform and any of its services.
- H. Jetworld will not be liable if for any reason these Services are unavailable at any time or for any period.

### 3. CHARTER SERVICES

Members may use the Jetworld Community Platform to:

- a) Book a seat on a Shared Flight proposed by Jetworld;
- b) Propose a Shared Flight on demand;
- c) Share a confirmed Private Flight with the Community.

#### A. Shared Flights proposed by Jetworld

Jetworld's Community platform displays available seats on Shared Flights in the Flight Calendar. For each Shared Flight Jetworld will present a quote to the Member with the price at which a seat can be booked.

The following conditions apply to each quote:

- No commercial obligation arises from a quote;
- Quote prices, Aircraft and Itinerary are subject to Aircraft/crew availability, weather, airport opening hours, owners approval (if applicable), performance confirmation and all other required authorizations (slots, traffic rights, parking etc.).
- Jetworld may fulfill the Flight on another Aircraft model than the one informed at the time of booking;
- Pictures used on a quote are for illustration purposes only. The Aircraft assigned to perform the Flight is presented via the Flight Briefing after the Flight is confirmed;
- Until the booking is confirmed the Seat Price is subject to change. Factors that impact the price include but are not limited to fluctuations in fuel and insurance prices, taxes and aircraft availability.

#### B. Shared Flights proposed by Members

Members can suggest the date and timing for a Shared flight themselves, provided they commit to a minimum of 2 seats. If the proposed Flight is accepted by Jetworld, Jetworld will provide the proposing Member(s) with the Seat price and deposit amount. Following Members acceptance and payment of the deposit, the Flight will then be posted by Jetworld on the Community platform, where other Members can book a seat on the Shared Flight. As with other Shared Flights, a quote will be presented and the quote conditions listed in Chapter 3. Paragraph A. above will apply.

Proposed Shared Flights need to have a departure date of at least 21 days from the day they are proposed.

#### C. Shared Private Flights

Members who have booked an entire Aircraft via Jetworld can offer unused seats for sale exclusively via the Jetworld Community platform. The sales of the available seats are closed 72 hours before departure.

For each seat sold through the Jetworld Community platform, the Member initiating a Shared Private Flight will get a refund or receive it in credits (minus a 10% processing fee) which can be used for future Flights with Jetworld.

Credits are processed in Euros. Credits or refunds are limited to the seat cost (minus Jetworld commission), regardless of the final price at which the seat had been sold. Credits or refunds are awarded to the Member after the Flight is concluded.

Jetworld shall not be liable for any compensation to the Member purchasing a seat on a Shared Private Flight in case the seats offered for sales are not sold.

### 4. BOOKING AND ACTIVATION

- A. Booking a seat on a Shared flight can be done at any time the platform is operational and the Flight is available.
- B. Booking a seat on a Shared flight can only be done via the Jetworld Community platform.
- C. Members can only book a seat for themselves on a Shared flight, booking seats for other Members is not allowed. However, Members can ask Jetworld to reserve a seat for one or more non-members to fly with them for the occasion. Jetworld will then decide on a case-by-case basis and has the sole right to accept or reject the proposed passenger(s), without having to provide a reason.
- D. Reselling seats for Shared flights is not authorized. Seats purchased from any other sources including (but not limited to) other Members will be cancelled and the Member is not eligible for a refund.
- E. Jetworld reserves the right to offer different fares for the same flight.
- F. For flights pending activation, Jetworld works with a pre-booking process. When flights are open for pre-booking, Charterers pay a deposit to secure their seats instead of the entire Seat price.
- G. Subject to the continued availability of the Aircraft, upon the activation of a Shared Flight, Jetworld shall issue the Charterer with a Booking Confirmation. Following this, the Charterer is to pay the remaining Seat price.
- H. Flights pending activation and accepting pre-booking are not Activated Flights. Therefore Jetworld is not liable or responsible for any losses incurred in case the potential flight is not activated.
- I. Factors that impact activation include but are not limited to aircraft and crew availability, owner approvals and passenger demand.
- J. Charterers acknowledge and agree that the performance of a Shared Empty Leg is not guaranteed and is always conditional upon the primary charter (the Flight that gives rise to the empty leg) being operated. In case the primary charter is cancelled for any reason, the empty leg will similarly be cancelled. In such circumstances, Jetworld will endeavour to inform the Charterer of the cancellation without delay, with the Charterer being entitled to a full refund of all funds paid concerning the Itinerary.

- K. By booking a seat on a Shared flight through the Jetworld Community platform, the Charterer expressly confirms to accept and comply with these Terms and Conditions which, together with the Booking Confirmation issued to the Charterer upon flight activation, constitute the Charter Agreement between the Charterer and Jetworld BV.

## 5. SEAT PRICE AND PAYMENT

- A. Deposits must be paid within 24 hours after the seat is reserved. If payment is not received within this time, Jetworld has the right to cancel the booking without any further obligation towards the Charterer.
- B. The remaining Seat price must be paid within 24 hours after the flight has been activated. If payment is not received within this time, the Charterer's seat can be put for sale to other Charterers and the Charterer is not entitled to a refund.
- C. In case no deposit is requested, such as when Members book a seat on an already confirmed Shared Private Flight, the Seat Price must be paid in full by the Charterer immediately upon receipt of the payment request/invoice of Jetworld.
- D. By booking a seat, Members expressly agree that they will pay the full Seat Price upon activation of the Flight, even if it should be higher than the initially quoted price. Should a member nevertheless refuse to pay the Seat Price for this reason, Jetworld has the right to cancel his/her reservation and the Member will not be entitled to a refund of his/her deposit.
- E. Charterers shall pay Jetworld the Seat Price at the time, in the amount, currency and to the address specified under the provisions as set out in these Terms and Conditions and in the Booking Confirmation.
- F. All sums payable to Jetworld, including the Seat Price and any supplementary invoice, shall be due in full, with any bank transfer fees, exchange fees and additional debit and credit card fees being borne by the payer.
- G. Debit and credit card charges are not refundable in the event of (a) cancellation of Flight(s) or an Itinerary, and/or (b) refund of pre-authorized payments taken by Jetworld from the Charterer's credit card.
- H. In case the Charterer pays the Seat Price by bank transfer within 1 week of the proposed starting date of the Itinerary, then Jetworld might request that the Charterer provides to Jetworld his/her credit card details, upon which Jetworld may complete a pre-authorization of the relevant Seat Price plus a 4% transaction fee. If: (a) the relevant payment by bank transfer is not received by Jetworld's bank within 2 working days (being any day other than a Saturday, Sunday, or public holiday when banks are generally open for normal business in Antwerp, Belgium) before the departure date, or (b) the Charterer requests that Jetworld takes the relevant payment by credit card, then the pre-authorized payment of the Seat Price plus the 4% transaction fee will be taken from the Charterer's card. If a bank transfer is received by or on behalf of the Charterer after Jetworld has taken the relevant pre-authorized sums from the Charterer's credit card, then the bank transfer will be refunded to the Charterer. In case the pre-authorized payment is refunded to the Charterer's credit card the amount will be the Seat Price less the 4% transaction fee paid and any fees or charges levied on Jetworld in connection with refunding such pre authorized credit card payment.
- I. Funds received from Charterers in respect of the Seat Price will be held by Jetworld, pending payment of the relevant sums to the Operator (and net of Jetworld's commission). The funds shall be held to be used only for the specific purpose of paying the Operators or for refunding Charterers according to the terms of these Terms and Conditions. In the event that the money held attracts interest, that interest shall accrue to the benefit of Jetworld and not the Charterer or any other third parties, regardless of whether or not the money is due to be refunded.
- J. No set-off or counterclaim (whether arising in respect of a Flight Itinerary or any other carriage) shall entitle the Customer to withhold payment of any sums whatsoever payable under or by reason of this Itinerary.

## 6. CANCELLATIONS AND REFUNDS

- A. Deposits are non-refundable in case the Charterer does not pay the remaining Seat price on time or/and the Charterer decides not to proceed with the trip.
- B. Deposits are refundable in case a flight is not activated by Jetworld. However, before the flight is cancelled, Charterers will have the opportunity to split the balance of the unbooked seats with their fellow travellers. In that case, the flight will be confirmed.
- C. The Seat Price is not refundable in the event of cancellation of a confirmed Flight or part thereof by the Charterer.
- D. If part of the Itinerary is performed and the cancellation by the Charterer pertains to the remaining segment(s) of the Itinerary, the Charterer is not entitled to any refund from Jetworld (partial or otherwise).
- E. The Seat Price is refundable in the case of cancellation of a confirmed Flight by Jetworld.
- F. Refunds are processed within 72 hours after the cancellation of a confirmed Flight or a No Activation is announced by Jetworld. This time does not cover the time that might take for the Charterer's bank or credit card provider to process the refund. Jetworld is not liable for any delays caused by the bank or credit card provider of the Charterer.

## 7. LUGGAGE POLICY AND PETS

Luggage Policy is announced per Flight. When not stated, the standard luggage allowance is 20 kg plus one small piece of handbag luggage. Additional baggage requires pre-approval. Excess baggage can be refused. Jetworld is not liable for lost, damaged or delayed luggage.

Pets are only allowed on Jetworld Shared Flights with the prior express consent of the operator. Supplementary charges can be applicable in this case. Unauthorized transportation of pets will result in Passenger being removed from the Flight, forfeiting any and all reservation fees.

## 8. BOARDING

Passengers must arrive 20 minutes prior to their scheduled departure time, unless otherwise stated on the Flight Briefing. Jetworld nor the Operators have an obligation to wait for late Passengers. Refunds are not issued for missed Flights. If a Charterer does not board the departing Flight booked on his/her Itinerary, Jetworld will cancel the return and/or onward reservations and no refunds will be issued. Jetworld is not liable for any losses incurred by the Charterer as a result of a missed flight.

## 9. REFUSAL TO TRANSPORT

Operators may refuse to transport or remove a Passenger from an Aircraft for any reason, including but not limited to:

- Appearance by the Passenger that he/she is intoxicated or under the influence of alcohol/drugs;
- Disorderly, disruptive, abusive, or threatening conduct;
- The appearance that a Passenger is engaged in illegal activity;
- Unauthorized photography on Flights.
- Failure to comply with the terms of the Charter Agreement or the instructions of the Captain or Crew in general.

If Jetworld is required to pay a fine or penalty or to incur expenses due to the Passenger's failure to comply with the laws, regulations, orders or travel conditions of the countries concerned, or with the Crew's instructions, or to produce the required documents, the Passenger expressly undertakes to refund Jetworld in full, upon request, the amount paid or expenses incurred within 2 days of receipt of the invoice issued by Jetworld to the Passenger.

If the Passenger is a guest of the Charterer, then the Charterer, in its capacity as a Member of the Jetworld Community and thus responsible for the invited Passenger, accepts to be personally liable for paying the relevant charges to Jetworld.

Jetworld has no obligation to reimburse or compensate Passengers for damages suffered as a result of such a terminated flight. Any refunds for Flights terminated under this paragraph will be determined on a case-by-case basis. If Jetworld decides that a refund is granted, such refund shall be the Charterer's sole recourse against Jetworld.

## 10. VIP CONCIERGE SERVICE

- A. Members of the Jetworld Community can call upon a VIP concierge for the booking of hotels, restaurants, event entry tickets and/or transportation.
- B. The concierge makes a booking only after confirmation by the Member and the Member must pay for the full cost of the entry ticket(s) and/or any other confirmed service(s).
- C. For some of the Jetworld Community Flights, the concierge has put together packages in advance. Members can then choose whether to book just a seat on a Shared Flight, or purchase the whole package.
- D. When a Member books both a seat and the package, the Member is required to pay the full package price, in addition to the deposit for the seat, to Jetworld within 24 hours after booking.
- E. The registration time for booking a package is limited and is clearly defined in the booking offer.
- F. No refunds will be given for packages even if the flight is not activated and the Member refuses the alternative transportation offered by Jetworld.
- G. Jetworld works with a third party provider for its VIP concierge service.
- H. Jetworld is not responsible for the quality of the concierge services provided and cannot be held liable a) for any damages that could be attributed to the use of the services provided or b) should such services be unavailable for any reason, temporary or otherwise.
- I. Jetworld reserves the right, at its sole discretion, to deny Members access to the VIP concierge service at any time, at the concierge's instigation, or if we feel this service is abused or is not being respected.

## 11. AUTOMATIC RENEWAL OF MEMBERSHIPS

This automatic renewal clause applies to the annual membership of Jetworld Community, between the individual Member and Jetworld BV.

- A. Automatic renewal :
  1. The Member agrees that the annual membership will automatically renew at the end of the membership period unless the Member provides written or electronic notice of termination to Jetworld at least 30 days before the current membership period expires.
  2. In the absence of timely termination notice, the membership will automatically renew for an additional year, and the Member agrees to pay the applicable membership fee for the upcoming period.

- B. Termination notice :

The termination notice must be clear and unequivocal and may be submitted by mail to Jetworld's address or by email to the official email address of Jetworld as listed on the Community's website.

C. Confirmation of termination :

Jetworld will provide a written or electronic confirmation of termination to the Member within 21 days of receiving a valid termination notice, including the end date of the current membership.

D. Payment of membership fee :

The Member acknowledges and agrees that the applicable membership fee will be automatically deducted by Jetworld from the designated payment method. If automatic deduction of the membership fee is not possible and/or Jetworld chooses to transmit an electronic invoice to the Member, the Member shall be obligated to remit the corresponding invoice payment within 14 days of the invoice date, ensuring that the payment is received no later than one week prior to the renewal date.

E. Late payment or non-payment by the Member :

Jetworld reserves the right to charge late payment interest if the invoice amount is not received by the renewal day. In addition, Jetworld reserves the right, if necessary, to take legal action to collect the amount due. In such a case, the member expressly agrees to bear all costs resulting from this.

F. Adjustment of membership fee :

Jetworld reserves the right to adjust the membership fee with reasonable notice to the Members.

This Clause is an integral part of the agreement between the Member and Jetworld regarding Community membership. By entering into membership, the Member agrees to the terms of this automatic renewal clause.

## 12. COVID-19 INFORMATION

As of March 11, 2020, the World Health Organization (WHO) declared the outbreak of the coronavirus known as COVID-19, to be a global pandemic. Since then, Force Majeur cannot be applied. All Passengers are required to fill out the COVID-19 screening form when asked, and they may be required to bring proof of a negative COVID-19 test result. Passengers with positive test results, and/or those who are unable to submit negative results to the authorities, will not be allowed to travel and they cannot be refunded as that would compromise the entire Flight.

## 13. CHANGES TO TERMS

Jetworld reserves the right, in its sole discretion, to alter or amend these Terms and Conditions from time to time. The most current version will supersede all previous versions. We encourage you to periodically review these Terms to stay informed of any updates.