



**City Jet Inc.**

*\*Operated by Paradigm Jet*

## City Jet Inc. Public Charter Operator-Participant Contract

Effective March 22, 2016

I: GENERAL. This Operator-Participant Contract ("Agreement") sets forth the terms and conditions under which Corporate Flight Management d/b/a City Jet Inc. with offices at 276 Doug Warpoole Road Smyrna, Tennessee 37167 ("City Jet"), in return for payment of the amount indicated as the total charter price and other charges and fees, agrees to provide to each participant (the "Participant", "Passenger", or "Customer") participation in a public charter flight ("Charter Flight", "Flight" or "Transportation") operated by or through City Jet. Transportation of Passengers and their baggage provided by City Jet is subject to the terms and conditions of this Agreement. To the extent there is a conflict between this Agreement and any terms and conditions printed on or in any receipt, other document, or web site, this Agreement governs. By purchasing or accepting Transportation, the Passenger agrees to be bound by the terms of this Agreement as such terms and conditions may be revised, amended, or repealed from time to time prior to the Passenger's commencement of travel on City Jet, and no covenants at law or in equity shall be implied or incorporated. In addition, the terms and conditions contained herein may be amended or modified from time to time by any certain terms or restrictions, which are applicable to special or reduced fares. Changes made to this Agreement will not be retroactively applied. City Jet, the purchaser (if other than the Passenger) and the Passenger hereby agree that they will use electronic signatures and records in the business transaction(s) contemplated herein in accordance with the E-Sign Act of 2000 (Public Law 106- 229). Passengers must provide at least one valid e-mail address to City Jet. Providing a valid e- mail address is the Passenger's consent to receive documents electronically and is a demonstration of his or her ability to do so. If the Passenger's e-mail address changes, he or she must give timely notification to City Jet. No employee or agent of City Jet has the authority to alter, modify, or waive any provision of this Agreement unless authorized in writing by a corporate officer of City Jet. City Jet's appointed agents and representatives are only authorized to sell Transportation pursuant to the approved fares and fees of City Jet and this Agreement. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.

II: RESPONSIBILITY. City Jet, as the operator, is responsible to the Participant for arranging and providing Charter Flights. In the absence of gross negligence on the part of City Jet, neither City Jet, nor its officers, directors, shareholders agents, servants, employees, or Participant's travel agent assumes responsibility for, and the Participant agrees to release, relieve and hold harmless City Jet, including its officers, directors, shareholders agents, servants, employees, and Participant's travel agent from any claim, action, cause of action, injury, losses or damages arising from: the actions or omissions of third-party contractors supplying services; missed connections; missed ground transportation or car rental expenses; lost or stolen items or baggage, damage, delay of baggage or other property; costs or expenses arising out of injury,

accident or death; quarantine; disturbances; governmental restrictions or regulations; inconveniences; loss of enjoyments; loss of pay; disappointment; mechanical breakdown; airport closure; air traffic control restrictions; government action; strike or lockouts; war, terrorism; weather, acts of God, force majeure, or other factors or causes beyond City Jet's control.

III: RESERVATIONS AND PAYMENT. Reservations may be made directly by calling City Jet's Call Center at 334.676.4105, online at City Jet's website [www.cityjetinc.com](http://www.cityjetinc.com), or through traditional travel agents, online travel agents, and global distribution systems. City Jet charges a \$25 per reservation fee for all reservations booked via its Call Center. This fee is nonrefundable. Full payment is due at time of booking of the flight. Passengers have a right to receive a copy of this Agreement prior to making payment. The booking process is not complete, no ticket will be issued, and the Passenger will be barred from boarding any Charter Flight until the Passenger or his or her agent electronically or physically signs this Agreement. In the event of a telephone sales through City Jet's Call Center for which the Participant pays by credit card, City Jet will send a copy of this Agreement by regular US mail or electronic mail within 24 hours of accepting Participant's credit card payment. The Participant must physically or electronically sign the Agreement and provide their signature page to City Jet prior to travel. The Participant is entitled to a full refund if the Participant decides to cancel their reservation after reviewing the Agreement. City Jet accepts American Express, MasterCard, and Visa. City Jet does not accept cash or checks. Participants waive any chargeback rights associated with claims resulting from factors that are not under the control of, or not the responsibility of City Jet. Except as explicitly otherwise provided herein, fares and fees are non-refundable and any changes to the reservation will incur an administrative fee of \$20.00 per person plus any applicable increase in fare. Notwithstanding the forgoing, any Participant who wishes to cancel will receive a full refund (less a \$25.00 administrative fee) only upon providing a substitute Participant to City Jet or its sales agent or upon being substituted for by a Participant found by City Jet, at its discretion. All payments are payable and/or deposited to and held in a public charter escrow depository account at Level One Bank 32991 Hamilton Court; Farmington Hills, MI 48334 ("Depository Bank"), and administrated by Shelby Financial, 5 Great Valley Parkway, Suite 110, Malvern, PA 19085. Passenger funds are also protected by a separate public charter surety trust issued by Level One Bank 32991 Hamilton Court; Farmington Hills, MI 48334 ("Securer"). Unless you file a claim with the Securer, within 60 days of completion of the Charter Flight (or, in the case of cancellation, the intended date of your scheduled return Charter Flight), the Securer will be released from all liability to you under the security agreement. If there is no return flight in your itinerary, completion means the date or intended date of departure of the last flight in your itinerary. All transactions between the Passenger (or the Passenger's agent) and City Jet shall be solely in United States Dollars. City Jet is not responsible for any fluctuations in foreign currency exchange rates.

IV: CHARTER PRICE. Air Only – The quoted charter price includes charter air transportation for the Charter Flight booked through City Jet's web site, its toll-free Call Center, various online travel agents or global distribution systems. Fares are one-way and include Federal Excise Tax of

7.5%, Aviation Passenger Security Fees of up to \$5.60 per person each way, Segment Fees of \$4.00 per person per flight segment, and Passenger Facility Charges of up to \$4.50 each way. Fares are subject to availability at the time of booking, and are subject to change. Charter Flights booked through traditional or on-line travel agents or through global distribution systems may include other fees charged by those service providers and are not controlled or influenced by City Jet.

Passengers who desire an extra or "Comfort" seat may add such a seat to their reservation on a space-available, first come-first-served basis through the City Jet Call Center. City Jet will charge half (50%) of the applicable per seat fare on each flight segment on which a Passenger be used for oversized carry-on items (subject to Section VI: BAGGAGE hereof), pets in cabin or service animals (subject to this Section IV: CHARTER PRICE), or for customers of size. City Jet Inc. will NOT refund Comfort seat fees in the event the flight does not depart at 100% occupancy.

City Jet's rules and fees for the transportation of children, unaccompanied minors, and infants are found in Section H Acceptance of Children, Minors, and Infants of City Jet's Contract of Carriage ("COC Section H"). COC Section H is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of City Jet's Contract of Carriage. The Contract of Carriage may be downloaded from [www.cityjetinc.com](http://www.cityjetinc.com). A copy may also be obtained from City Jet's Call Center by calling 334.676.4105 or by emailing [info@cityjetinc.com](mailto:info@cityjetinc.com). Without limiting the forgoing, COC Section H provides the following rules regarding fares and fees for children, minors, and infants: children under the age of two years (at time of travel), accompanied by an adult fare paying passenger and not occupying a seat, may travel free of charge; the child must be carried in a parent's or legal guardian's lap ("Lap Child") during the entire flight and must be listed as a passenger in the reservation; a maximum of one Lap Child is permitted for each fare-paying adult; City Jet reserves the right to require a birth certificate copy as proof of age for all Lap Children, otherwise, the applicable fare will be charged; arrangements for a lap child must be made directly with the City Jet Call Center; additional children under the age of two years must occupy a seat and be ticketed at the applicable charter price in compliance with the U.S. Federal Aviation Administration regulations; children aged five (5) to twelve (12) years of age are deemed "unaccompanied" when traveling alone or not accompanied on the same flight by a Passenger at least fifteen (15) years of age. Children under five years of age must be accompanied and will not be permitted as unaccompanied under any conditions; reservations for children/minors aged five (5) through twelve (12) traveling alone must be booked through the Call Center; City Jet charges a fee of \$35.00 per unaccompanied minor each way for unaccompanied minor assistance; if an unaccompanied minor is not picked up by an authorized adult within 45 minutes of the completion of the Charter Flight, City Jet has the right to charge \$30.00 per hour to attend to the unaccompanied minor. COC Section H contains additional important information. Please review it before traveling with your child or permitting your minor child to fly unaccompanied on City Jet.

City Jet complies with the U.S. Department of Transportation's regulation titled "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382) and offers a number of special services to assist Passengers with disabilities. These services are described in Section I Special Services of the City Jet Contract of Carriage ("COC Section I"). Contour also has certain rules regarding Passengers who use medical oxygen or Portable Oxygen Concentrators Passengers in Section J Medical Services of its Contract of Carriage ("COC Section J"). COC Sections I and J are incorporated herein by reference as if set forth in their full text. The Passenger has a right to receive a copy of City Jet's Contract of Carriage. The Contract of Carriage may be downloaded from [www.cityjetinc.com](http://www.cityjetinc.com). A copy may also be obtained from City Jet's Call Center by calling 334.676.4105 or by emailing [info@cityjetinc.com](mailto:info@cityjetinc.com). Passengers needing special services must request them through City Jet's Call Center at least 48 hours in advance of the departure of their Charter Flight. City Jet does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems. Passengers who, because of age, mental or physical condition, disability or impairment that requires individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded a reasonable amount of assistance by City Jet's employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times. City Jet will extend this assistance to all qualified individuals with a disability as this legal term is defined in applicable law and DOT rules to protect all those who may otherwise suffer from discriminatory practices. If any Passenger requires assistance, City Jet requests that such needs be communicated at the time the reservation is made, or if the reservation is made online, that the Passenger contact City Jet's Call Center at least 48 hours prior to the departure of the Charter Flight so that the need can be documented in the Passenger's reservation through a Special Service Request and that City Jet's staff can be prepared for the Passenger's arrival at the airport.

City Jet's policies regarding the transportation of service and other animals in the passenger cabin on Charter Flights appear in Section K Animals in Cabin of its Contract of Carriage. ("COC Section K"). COC Section K is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of City Jet's Contract of Carriage. The Contract of Carriage may be downloaded from [www.cityjetinc.com](http://www.cityjetinc.com). A copy may also be obtained from City Jet's Call Center by calling 334.676.4105 or by emailing [info@cityjetinc.com](mailto:info@cityjetinc.com).

Except for major changes as described below, no refund will be made for services included in the Charter Flight price which are not used. Standard Baggage Service Charges, excess/overweight baggage fees, unaccompanied minor fees, and change fees are not included in the charter price.

Please contact City Jet's Call Center for a description of these charges and to arrange such services.

V: CANCELLATIONS, CHANGES OF DATES AND REFUNDS. The Passenger's right to receive a refund if he or she changes plans is limited. Once purchased, the charter price is non-

refundable except as explicitly provided in this Agreement. Reservations may be changed or cancelled prior to departure to receive courtesy credit towards a future Charter Flight, subject to availability, for an administrative fee of \$20.00 per Passenger per change. Cancellations made at least one hour prior to departure result in a courtesy flight credit which may be used for travel on Charter Flights up to 365 days from date of original travel, in the amount of the Charter Flight price, less the applicable cancellation fee. City Jet makes no assurances, however, that service will be available at future dates. Participants who do not notify City Jet in advance of their flight forfeit their right to a refund or flight credit for future travel. Courtesy credits issued for future charters have no actual cash value and may not be redeemed for cash. The right to a refund of a Charter Flight, if cancelled or changed, is limited but includes the following rights: a) Participants who pay by credit card may receive a full refund until this Agreement is electronically or physically signed by Participant or his or her agent (under the E-Sign Act, checking an "I agree" or similar check box is deemed to be an electronic signature; Participant hereby appoints City Jet's Call Center representatives as his or her agent to sign this Agreement on his or her behalf); b) Participants may receive a full refund, less a \$25 administrative fee, upon providing a substitute Participant to City Jet, or upon City Jet finding a substitute Participant. City Jet reserves the right to accept or decline a Passenger as a Participant of a Charter Flight or to change or withdraw a Charter Flight, subject to the provisions in this Agreement regarding major changes or cancellations by the City Jet. All refunds will be made to the original form of payment within 14 days after cancellation or substitution.

VI: BAGGAGE. When a Passenger presents a valid ticket for Charter Flight transportation between points on City Jet will provide Standard Baggage Service to transport the Passenger's baggage between such points for a fee, subject to the requirements of Section R Baggage of City Jet's Contract of Carriage ("COC Section R"). COC Section R is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of City Jet's Contract of Carriage. The Contract of Carriage may be downloaded from [www.cityjetinc.com](http://www.cityjetinc.com). A copy may also be obtained from City Jet's Call Center by calling 334.676.4105 or by emailing [info@cityjetinc.com](mailto:info@cityjetinc.com).

Without limiting the preceding paragraph, the general fees for checked baggage per Passenger stated in Section R of the Contract of Carriage are as follows:

- Free 1st item
- \$20.00 2<sup>nd</sup>-4<sup>th</sup> item up to 50 poundseach
- \$35.00 Sports Equipment Fee
- \$20.00 Heavy Baggage Fee – any checked item (including Sports Equipment) weighing over 50 lbs. but with a maximum of 99 lbs.
- The maximum outside dimensions for checked items is 30"W x 15"H x 45"L and be no more than 99 pounds.
- Baggage fees paid online, through the Call Center, or at the airport are nonrefundable if unused.
- A maximum of four (4) checked bags (including Sports Equipment and Gate Check

items) are allowed per traveling passenger unless otherwise specified herein. Also, checked items 3 through 6 will be considered excess baggage, should there be a need to leave bags behind if there is a weight and balance issue.

- The following exceptions apply:
  - i. Military Passengers traveling on orders may check, at no cost, 2 items. Duffel or sea bags can be up to a maximum weight of 99 lbs. with outside dimensions no more than 30"W x 15"H x 45"L.
  - ii. Lap Children are not allowed free baggage. However, a stroller or car seat will be carried at no cost when traveling with a child under the age of 8. City Jet is not liable for damage to strollers.

Without limiting the preceding paragraphs, per COC Section R, City Jet will accept one piece of Carry-On Baggage per Passenger at no cost. Carry-On Baggage is subject to maximum outside dimension of 24"W x 16"H x 10"L and a maximum weight of 30 lbs. Carry-On Baggage must be retained in the Passenger's custody and stored under a seat or in an area approved for the carriage of such Baggage. Carry-on Baggage is subject to the following additional conditions: In addition to the Carry-On Baggage Allowance and providing operational and space limits permit, each Passenger may carry on board the aircraft, without additional charge, any of the following personal articles:

- i. One small personal article such as a briefcase, small lap-top computer, purse, day planner or camera bag.
- ii .A cane, walking stick and/or crutches and/or braces or other assistive devices on the same flight with the Passenger dependent on the device.
- iii. Diaper bag.

NOTE: Restrictions as to weight and size do not apply to these assistive items except in cases where they exceed the operational capabilities of the aircraft.

b. When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by City Jet in its sole and absolute discretion that the item is acceptable, the item may be carried in the Passenger cabin and may be placed in an unoccupied seat as directed by the flight crew.

Please note that City Jet has no codeshare, interline, or baggage transfer agreements with any air carrier.

*For Passengers with no checked bags:* If a Passenger has no checked bags and is connecting from City Jet to another airline at the same airport, they may proceed directly to the connecting airline's departure gate. Similarly, if Passengers are connecting to City Jet from another airline at the same airport and have no checked bags, they may proceed directly to City Jet's departure gate. Please allow at least 45 minutes between connecting flights for Passengers with no checked bags. City Jet is not responsible should a Passenger misconnect between a City Jet flight and another airline.

*For Passengers with checked bags:* If Passengers have checked bags and are connecting from

City Jet to another airline at the same airport, Passengers must retrieve their checked bags from baggage claim, check them with the next airline, and be re-screened by TSA before proceeding to the departure gate. Similarly, if Passengers have checked bags and are connecting to City Jet from another airline at the same airport, they must retrieve the checked bags from baggage claim, check them in at a City Jet Inc. ticket counter, and be re-screened by TSA before proceeding to City Jet's departure gate. Please allow at least 90 minutes between connecting flights if customers have checked bags. City Jet is not responsible should a Passenger misconnect between a City Jet flight and another airline.

VII: LIABILITY. City Jet is the principal and is responsible to the participants for all services and accommodations offered in connection with the Charter Flight(s) marketed pursuant to this Agreement. City Jet assumes NO LIABILITY for any items left by a Passenger in the passenger compartment of the aircraft. City Jet is not liable under any circumstances for loss or damage to money, jewelry, collector's items, silverware, furs, negotiable papers or securities, business documents, eyeglasses, cameras, electronic or computer equipment, photographic equipment, medications, damage to inadequately packaged/overstuffed checked items, and loss or damage of any items packed in such containers or bags; all electronic hardware, software and peripherals; cosmetics, toiletries and personal hygiene products; medications and medical equipment in checked luggage (please note that City Jet assumes NO LIABILITY for medical complications and expenses due to medications and medical equipment being unavailable as a result of being checked while in-flight, or as a result of unavailability of medications, medical equipment and prescriptions packed in checked luggage due to delay, loss of or damage to such checked luggage), commercial effects, one-of-a-kind items, works of art, artistic items and statuary, glass items and containers, musical instruments, paper materials, perishables, precision items, recreational and sporting goods (including golf clubs, bags and equipment), toys, infant seats and strollers or other similar valuable items included in a Passenger's checked or unchecked baggage with or without knowledge of the carrier. City Jet is not responsible for damage that does not impair the ability of such luggage to protect the contents inside, and specifically is not liable for superficial damage to luggage arising from normal wear and tear of ordinary handling, including scratches, scuffs, puncture, stains and marks.

City Jet assumes no liability for damage to luggage protrusions (including wheels, zippers and zipper pull tabs, handles, straps, feet, hanger hooks, locks, flaps, pockets, pouches and items secured to such luggage by means of straps, cords, tape and other external means). City Jet assumes no responsibility for property damage or loss resulting from passenger security screening or loss incurred in passenger waiting areas or concourses, or for property not checked solely into the custody of City Jet assumes no liability for damage to locks or luggage, or loss of or damage to contents as a result of search by the TSA or any other government or law enforcement agency. All claims are subject to proof of value, proof of loss, the other requirements of this Section VII: LIABILITY and are subject to depreciation. Any baggage problems and/or claims in the case of lost, stolen, damaged or delayed baggage must be reported to a City Jet airport representative, and written proof of claim must be filed with said representative prior to leaving the airport terminal on the date of arrival, or are waived by the passenger.



Section W Additional Liability Limitations of City Jet's Contract of Carriage ("COC Section W") sets forth additional liability limitations and waivers that are a material part of this Agreement. Without limiting the preceding paragraph, COC Section W is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of City Jet's Contract of Carriage. The Contract of Carriage may be downloaded from [www.cityjetinc.com](http://www.cityjetinc.com). A copy may also be obtained from City Jet's Call Center by calling 334.676.4105 or by emailing [info@cityjetinc.com](mailto:info@cityjetinc.com).

VIII: CHECK-IN. Check-in is available two (2) hours prior to flight time at the airport or 24 hours in advance online at [www.cityjetinc.com](http://www.cityjetinc.com). All Passengers must check-in no less than one hour prior to the scheduled departure time of a Charter Flight. Checked baggage will not be accepted within 45 minutes of scheduled departure time. Passengers must be at the boarding gate in possession of boarding passes no later than 30 minutes prior to departure. City Jet reserves the right to resell any seat or deny boarding to any passenger not checked in 30 minutes prior to departure, and the Passenger will have no claim against City Jet for such canceled reservation.

Participants will not receive refunds for missed flights or connections. All passengers 18 years of age or older must have valid government issued photo identification, such as a driver's license, state non-operators ID, active-duty military ID or passport. Any Passenger that exhibits disruptive behavior will not be allowed to board, or will be removed from the aircraft.

IX: AIR TRANSPORTATION. The City Jet flights are public charters marketed under 14 CFR Part 380 and operated by Corporate Flight Management, Inc. d/b/a City Jet Inc. on Jetstream 41, 32, or 31 aircraft. City Jet reserves the right to substitute scheduled air service when necessary at no additional cost and at comparable times, and does not guarantee aircraft type or capacity. City Jet will make every diligent and reasonable effort to notify all Participants in the event of a schedule change. No refunds or compensation will be given for changes in aircraft type or for substitution of service to a scheduled air carrier.

Smoking, including the use of e-cigarettes, is not permitted on any City Jet flight. Neither is the use of any other tobacco product, including but not limited to smokeless tobacco.

City Jet reserves the right to refuse transportation to a Participant, animal, or baggage under certain circumstances, as addressed in Section P Refusal to Transport of City Jet's Contract of Carriage ("COC Section P"). COC Section P is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of City Jet's Contract of Carriage. The Contract of Carriage may be downloaded from [www.cityjetinc.com](http://www.cityjetinc.com). A copy may also be obtained from City Jet's Call Center by calling 334.676.4105 or by emailing [info@cityjetinc.com](mailto:info@cityjetinc.com). Notwithstanding the forgoing or anything else in this Agreement, the aircraft's Captain in his or her sole discretion, may deny boarding or refuse to transport any Passenger, animal, or article of baggage for reasons of flight safety, aircraft performance or other limitation, or for the security, comfort, or safety of the other Passengers on the Charter Flight, or if such transportation would violate federal regulations (including but

not limited to FAA and TSA regulations) or City Jet's FAA-issued operating manuals

X: MAJOR CHANGES. If City Jet makes major changes prior to departure, the Participant shall have the right to cancel the reservation on the Charter Flight and receive a full refund. The following are major changes: (1) a change in the origin or destination city of a Charter Flight, unless the change is only the order in which cities the cities are flown by City Jet; (2) a change in the departure or return date of a Charter Flight experienced by City Jet of greater than 48 hours; or (3) a Charter Flight price increase of more than 10% occurring ten or more days before departure of the Charter Flight. In no event may City Jet change the Charter Flight price fewer than ten days prior to departure of the Charter Flight. If a major change must be made in a Charter Flight, City Jet will exercise all reasonable commercial diligence to notify the Passenger within seven days after first of such major change, but in any event at least ten days before scheduled departure of the Charter Flight. If a major change occurs fewer than ten days before the scheduled departure of a Charter Flight, City Jet will notify the Passenger as soon as possible.

Within seven days after receiving a pre-departure notification of a major change, but in no event later than departure, the Passenger may cancel such Passenger's reservation with City Jet and will receive a full refund within 14 days after such cancellation. When a major change occurs after departure of the Charter Flight which the Passenger is unwilling to accept, City Jet will refund to the Passenger, within 14 days after the scheduled return date of the Charter Flight, that portion of the price for such Charter Flight that applies to the services not accepted. City Jet has no right to cancel a Charter Flight less than 10 days flight less than 10 days before the scheduled departure date, except for circumstances that make it physically impossible to perform the Charter Flight. If City Jet must cancel the Charter Flight ten or more days before departure, City Jet will notify the Passenger in writing within seven days of cancellation, but in any event at least 10 days before the scheduled departure date of the Charter Flight. If City Jet must cancel the charter less than ten days before the scheduled departure (i.e. for circumstances that make it physically impossible to perform the charter trip or for causes beyond its control), City Jet shall notify the Passenger as soon as possible and a refund will be made to the participant within fourteen days of such notification. If a Charter flight is cancelled and alternative travel dates are offered and subsequently accepted by the Passenger, City Jet will re-accommodate that passenger on a future available City Jet flight.

City Jet recommends that each Passenger purchase trip cancellation, health, and accident insurance. This important protection can save money if the Passenger is forced to cancel or alter his or her trip. The City Jet will furnish you with details of this insurance upon request. Please contact City Jet's Call Center by calling 334.676.4105 or by emailing [info@cityjetinc.com](mailto:info@cityjetinc.com) for further information.

XI: CUSTOMER SERVICE. City Jet is committed to providing the best possible customer service. In the rare event that you have cause for dissatisfaction during your flight, we encourage you to contact us at [info@cityjetinc.com](mailto:info@cityjetinc.com) or you may call us toll-free at 334.676.4105 to discuss the issue with us. Any complaints submitted after 30 days

of incident will be recorded but will not be guaranteed action or a resolution.

XII: SECURITY SCREENING. Passengers and/or their baggage are subject to security screening, including but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport, or City Jet, and with or without the Passenger's presence, consent or knowledge. Neither City Jet nor its employees or agents are liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

XIII: PRIVACY. City Jet is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when a Charter Flight, charter price, or fee is booked or purchased, or when an individual, group, or entity participates in City Jet programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a Charter Flight; participating in services; obtaining ancillary services, including accommodating Special Service Requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier or other promotional programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; and statistical analysis. ; developing and tailoring current and future services; facilitating travel, including obtaining TSA clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of City Jet.

XIV: MISCELLANEOUS. This Agreement and the rights, obligations, and liabilities under it are to be governed by, and are to be construed and interpreted in accordance with, the laws of the State of New York excluding, however, such State's choice of law rule for purposes of conflicts of laws. The parties agree that co-exclusive jurisdiction for any legal action or proceeding arising out of or relating to this Agreement resides in the federal or state courts seated in the Borough of Manhattan of the City, County and State of New York and the parties further agree and expressly consent to the exercise of personal jurisdiction in the State of New York in connection with any dispute or claim involving this Agreement. The acceptance by a Participant of a refund, or alternative travel arrangements, as provided in this Agreement shall constitute a full and final settlement and release of all other claims or remedies against City Jet. By executing this Agreement, the Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and completely supersedes any prior agreements or representations of City Jet, verbal or in writing. This Agreement can be amended only in writing in a document signed by both parties. Any oral representation or modifications shall have no force or effect. Except for baggage claims as outlined above, any claim against City Jet must be presented in writing within thirty days of the date of the last Charter Flight on the Passenger's itinerary. City Jet shall have no

obligations or liabilities for any claims presented after such thirty-day period. This Agreement shall not be construed against the party preparing same, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any presumed drafting party. The section headings contained in this Agreement are for convenience purposes only and will not in any way affect the meaning or interpretation hereof. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. A waiver, whether oral or in writing, expressed or implied, by City Jet of any failure by the Participant in the observance and performance of any of the terms, conditions, obligations, responsibilities, or duties set forth in this Agreement shall not constitute or be construed as a waiver of any subsequent or other failure.