

GENERAL TERMS AND CONDITIONS

1. Definitions; General

1.1. Particular expressions used hereinafter shall have the following meaning:

- "Agreement" an agreement of transportation entered into between JetClass and a Customer

- "Booking" the process of placing an order for a flight on the JetClass homepage;

- "Carrier" an aircraft operator, holding an Aircraft Operator Certificate (AOC), and carrying out the air transportation stipulated in an Agreement;

- "Customer" a person or legal entity who, by entering into an Agreement with JetClass, is booking a flight or flights for her/him or others;

- "Document of Carriage" any document, in paper or electronic form, issued by JetClass or the Carrier, naming the persons to be carried on an aircraft, the date, the time and the route of flight as well as information ancillary to this flight. Such document may be called "Booking Confirmation", "Flight Brief" or "Ticket";

- "Fare" the amount payable for the transport of 1 Passenger from the departure airport to the destination airport;

- "JetClass" JetClass GMBH, a Limited Liability Company organized under the laws of Austria with its registered offices at Tuchlauben 7a, 1010 Vienna, Austria, Reg No. FN 469762 b Commercial Court of Vienna;

- "Passenger" any person being named in a Document of Carriage, who is carried, or is to be carried, on an aircraft under an Agreement;

- "Price" the total amount payable by Customer upon Booking, including the Fares for all Passengers, service charges, supplemental charges for special services requested by Customer and VAT if applicable;

- "Terms" the present General Terms and Conditions;

1.2. These General Terms and Conditions apply to all agreements of transportation via aircraft with JetClass. Customer shall read these Terms carefully before

booking a flight. Customer should understand that by booking a flight with JetClass he agrees to be bound by these Terms as set out below.

- 1.3. Customer is advised to print a copy of these Terms for future reference.
- 1.4. Customer shall click on the button marked "I Accept" at the end of the booking process if he accepts these Terms. Customer is aware that if he refuses to accept these Terms he will not be able to enter into an Agreement with JetClass.
- 1.5. All notices, demands or requests required or permitted to be given by any of the provisions of these Terms or of the Agreement shall be in the English language and be deemed to have been sufficiently given when made via the Internet on the JetClass homepage or sent by e-mail to the address stated by Customer upon booking or by replying to Emails sent by JetClass to the Customer.

2. Customer's status

- 2.1. By placing an order Customer and any person acting on behalf of the Customer confirms that he/she is legally capable of entering into binding contracts and is at least 18 years old.
- 2.2. If Customer is contracting as a consumer, Customer is aware that nothing in the Agreement between him and JetClass or these Terms affects his legal rights as a consumer.

3. JetClass's status

- 3.1. JetClass is a licensed Travel Agency (license number Vienna City Authorities) offering air-transport by selling individual seats on chartered business aircraft.
- 3.2. JetClass is partnering with operating carriers holding an EU or Swiss Air Operator Certificate (AOC) only. The operating carrier (hereinafter referred to as "Carrier") shall be responsible for the performance of the agreed air-

transport including the handling of passengers and baggage at the departure and destination airports.

4. Conclusion of Agreement; booking process

- 4.1. Bookings may only be made online on JetClass's website www.jetclass.com or via the JetClass App. The agreement of transportation between JetClass and Customer is concluded once Customer has made to JetClass a legally binding offer and JetClass has accepted this offer. The Agreement of transportation may only be made in the English language.
- 4.2. When booking on JetClass's website www.jetclass.com or the JetClass App, by hitting the button „Order with costs“ or a similarly named field, Customer is making the legally binding offer to conclude an agreement of transportation. Before entering into the Agreement, JetClass will summarize the booking information provided by Customer for Customer's review and recognition and correction of any input data errors. The Agreement is concluded and complete when a storable and printable booking confirmation appears on Customer's screen, or when this booking confirmation is sent by email to the email contact address Customer has provided. With the e-mail or with the booking confirmation appearing on Customer's screen JetClass will provide Customer with a link to the stored text of the Agreement. Customer is made aware that JetClass will verify his payment data before issuing the booking confirmation. JetClass may share this payment data and Customer's personal information with such third parties as are necessary to enable JetClass to do such checks. If this verification is unsuccessful, JetClass will not accept Customer's offer and no transport agreement will have been made.
- 4.3. After verification of payment JetClass will issue a Booking Confirmation giving an indication of the places of departure and destination and of the times of departure and arrival as well as the agreed stopping places, if any. A Flight Brief showing the name(s) of the Passenger(s), the detailed flight plan including Aircraft details and flight number as well as the meeting points with the handling agent for check-in including contact details will be provided to the Customer 24 hours before the scheduled departure by email. The booking

confirmation and the Flight Brief may serve as a document of carriage unless the Carrier issues – either individually or collectively – a ticket conforming to its standards.

- 4.4. Flights are performed by Business Aircraft with a typical seating capacity of 4 to 8 passenger seats. These offer an exclusive and comfortable way to travel, however due to the difference in cabin size and volume of the cargo hold, compared to airliners, baggage space is restricted and some aircraft may not be suitable for medically challenged or unusually big or tall passengers. For detailed information see “Frequently Asked Questions” or contact JetClass by Phone or Email.

5. Fares, Taxes and Charges, Total Price, Currency

- 5.1. The Fares offered on the website are quoted one-way and will be calculated in accordance with JetClass’s tariff in effect on the date of booking for travel on the specified dates and itinerary. They apply for the carriage of 1 (one) Passenger from the departure airport to the destination airport unless otherwise expressly stated, including standard baggage allowance (see Section 8.2. hereinafter) and standard VIP catering. Further restrictions may apply, for details see “Frequently Asked Questions”. Fares do not include ground transport services between airports or transport between airports and city terminals, extra catering and special catering requests such as, but not limited to, caviar and special wines or spirits, special cargo requests, satellite phone and internet connection, war risk insurance and the use of special facilities at the airports, including but not limited to meeting or slumber rooms. For detailed information on the included services please refer to “Frequently Asked Questions”.
- 5.2. Applicable taxes, fees and surcharges imposed by governments or other authorities or by airport operators, as published at the time of Booking, are included in the Fare. Supplemental charges for additional services will be added. Depending on the form of payment chosen by Customer, JetClass may also add a (non-refundable) service charge to the total price. For detailed information refer to “Frequently Asked Questions”.

- 5.3. The Prices calculated as above are payable in Euro, unless another currency is indicated by JetClass at or before payment is made (e.g. because conversion into the local currency is not possible). JetClass may, at its own discretion, accept payment in other currencies.
- 5.4. JetClass shall issue an invoice concurrently with the Booking Confirmation. The Customer shall make payment of the Price by the time of booking by a credit card, debit card or bank transfer acceptable to JetClass. The flight will only be firmly booked once the full Price has been paid and JetClass shall be under no obligation to perform its services before payment by Customer of the full Price. If the Customer fails to make any payments at the time and in the amount specified in the invoice, JetClass may, by written notice (e-mail is sufficient), terminate the Agreement with immediate effect.

6. Cancellation, Postponement, Delay and No Show

- 6.1. If a flight is cancelled by the Customer, or carriage is refused in accordance with Para 11.2., 12.4. or 12.5., a cancellation fee (expressed below as a percentage of the total Fare of the Agreement plus the non-refundable service charges) will be paid by Customer, or retained by JetClass from the amount already paid by Customer, as the case may be, as follows:
- Between Booking and 8 days prior to departure: 25 %
 - Between 7 and 3 days prior to departure: 75 %
 - Less than 3 days prior to departure or no-show: 100 %
- 6.2. However, re-bookings up to 24 hours before the scheduled departure are free of charge if the original Fare is available. Any Fare difference shall be at Customer's expense and charged at the time of re-booking. Changes to an already re-booked flight are not possible, cancellations of a re-booked flight are considered a no-show.
- 6.3. In the event that the flight is delayed due to the Passenger being late for departure any additional charges for extensions or crew due to the expiration of crew duty hours will be met by the Customer.

7. Schedule, Diversion and Force Majeure

- 7.1. The schedule specified in the Flight Brief is binding. Passengers are required to check in with the Carrier or the handling agent at the departure airport at least 30 minutes before scheduled departure time. A late arrival shall be considered a no-show. This is owing to the fact that the seats on the flight, although performed by a chartered business aircraft, are sold individually and other passengers must be able to rely on the schedule.
- 7.2. JetClass shall be entitled to charge the full fare in the event of a diversion to another airfield due to adverse weather conditions or other operational reasons. JetClass, through the Carrier, shall endeavor to arrange for Passengers to be conveyed to the destination or returned to the point of departure if required as soon as reasonably possible.
- 7.3. JetClass and the Carrier reserve the right at any time to cancel, postpone or redirect the flight or provide the Customer with another similar flight at the same cost in the event that the flight cannot be performed due to reasons beyond its control, including but not limited to, acts of God or public enemy, war, civil war, warlike events, terrorism, infringement of a country's neutrality, sabotage, hijacking, insurrections or riots, requisition, confiscation, expropriation, seizure, fires, floods, explosions, earthquakes, natural disasters, weather conditions, epidemics or quarantine restrictions, compliance with applicable law, regulations or orders, any act of any third party, any act of government, governmental priorities, allocation regulations or orders, strikes or labour troubles, general hindrance in transportation, serious accidents, aircraft accident, technical reasons, failure of a sub-contractor or supplier to furnish services, materials, accessories, equipment or parts or failure of Customer or Passenger to perform its obligations under the Agreement or other force majeure event of any nature, or when the safety of the Passengers or of the crew can reasonably be assessed to be in danger, at the discretion of the captain or of any Carrier's personnel. In case the flight is cancelled or postponed for more than 24 hours, the Customer or the Passenger may at his

sole discretion decline the alternative transportation offered by JetClass and receive a refund on the price of the flight.

8. Baggage

- 8.1. Passenger baggage weight is limited for flight safety reasons and varies in between aircraft types. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.
- 8.2. The standard baggage allowance is 1 piece of baggage not exceeding the airline standard-size of 158cm (height + width + depth) and 25 kgs of weight and 1 cabin-sized bag (40cm x 30cm x 10cm) not exceeding 10 kgs of weight. Additional baggage is subject to special arrangements to be made at least 5 business days in advance of the scheduled departure, a baggage surcharge may apply.

9. Carriage of Dangerous Goods, Animals, Smoking on Board

- 9.1. Customers are not permitted to have the following items and/or materials on board aircraft: explosives (ammunition, fireworks, flares); flammable liquids or gas; high-power lithium batteries (more than 160Wh); oxidising substances; toxic and infectious substances; corrosives substances; drugs; poisons; radioactive materials; magnetised materials and other materials on the list of the IATA Dangerous Goods Regulations. Copies of the relevant regulations are available on the Website jetclass.com
- 9.2. The carriage of firearms and animals is subject to special conditions of transportation and therefore requires JetClass's explicit acceptance in writing. Customer shall make a detailed request to JetClass at least 5 business days in advance of the scheduled departure, otherwise such carriage may not be arranged.
- 9.3. Smoking is strictly prohibited at all times on all JetClass flights. Failure to comply may result in extra charges for damage and cleaning.

10. Personal Data

10.1. Data Protection

JetClass makes use of Customer's personal data exclusively within the framework of the statutory requirements, and always only insofar as this is required to fulfil its contractual obligations or where there is an explicit statutory authorisation or obligation to use the data. Therefore, JetClass exclusively uses Customer's personal details for the purpose of Customer's purchase and payment of the relevant Ticket, the fulfilment of the contract of carriage and all associated additional services as well as the implementation of entry and customs procedures.

10.2. Collection of contact data

In accordance with the regulation (EU) No. 996/2010, JetClass offers Customer the option of naming a contact person on its website providing their name and telephone number or email address; they will be advised should an aircraft accident occur. These details will be used exclusively for this purpose and will be deleted after Customer's flight. Customer is aware that this data is not connected with the reservation, and if Customer changes booking, these details must be re-entered.

11. Right to Refuse Carriage; Special Assistance

11.1. In the reasonable exercise of its discretion, JetClass or Carrier may refuse to carry Passenger or Passenger's baggage on JetClass's flights, provided that JetClass has previously notified Customer or Passenger in writing. Under these circumstances, Customer will be entitled to a full refund on the price of the flight regardless of the schedule in Para 6.1.

11.2. JetClass or Carrier may also refuse to carry Passenger or Passenger's baggage if one of the following has occurred or Carrier has well-founded reasons to believe it will occur:

- Provided this action is necessary to comply with national or international regulations; or

- Passenger's carriage or that of Passenger's baggage may jeopardise or threaten the security, health or the comfort of other passengers or crew; or
- Passenger's mental or physical condition, including Passenger's impairment from alcohol or drugs, presents a hazard or risk to Passenger, other passengers, the crew or to property; or
- Passenger has committed misconduct on an earlier flight, and Carrier has reason to believe that such conduct may be repeated or
- Passenger has refused to submit to a security check; or
- Customer has not paid the applicable Price, taxes, fees or charges; or
- Passenger does not appear to have valid travel documents, or Passenger may seek to enter a country which he is only entitled to transit or for which he does not have valid travel documents, Passenger has destroyed his documents during the flight, or Passenger refuses to surrender them to the flight crew - against receipt - when so requested; or
- Passenger presents a Document of Carriage that has been acquired unlawfully either to JetClass or JetClass's authorised agents which has been reported as lost or stolen; or Passenger cannot prove that he is the person named in the Flight Brief ; or
- Passenger presents a Document of Carriage that has been altered in any way, other than by JetClass or JetClass's Authorised Agent or
- Passenger fails to observe Carrier's instructions with respect to safety and security and warning signs or other instructions.

11.3. Acceptance of carriage of unaccompanied children, disabled people, pregnant women, persons with illnesses or other people requiring special assistance is subject to express prior arrangement to be made with JetClass at least 5 business days in advance of scheduled departure.

12. Administrative formalities, travel documents and visas

- 12.1. Passenger is solely responsible for obtaining all the required travel documents and visas for his journey, and for complying with all laws, regulations and requirements of the countries in or out of which or through which he is travelling.
- 12.2. JetClass or Carrier shall not be held responsible for the consequences that result from Passenger's failure to obtain such documents or from Passenger's non-compliance with these laws, regulations and requirements.
- 12.3. Prior to travel Passenger must present all exit, entry, health and other documents required by law, regulation or other requirements of the countries concerned, and permit to Carrier to make and retain copies thereof.
- 12.4. JetClass or Carrier reserve the right to refuse carriage of Passenger if he does not comply with these requirements, or if Passenger's travel documents do not appear to be in order. Neither Carrier nor JetClass are liable if, in good faith, either of them is of the opinion that in its view decisive regulations do not allow Passenger's carriage. Furthermore, Carrier or JetClass are not liable for damages that arise from non-compliance with formalities if Passenger's was accepted for carriage despite his non-compliance.
- 12.5. If Passenger's is denied entry into any country, he and Customer will be responsible for paying any resulting expenses, fines and charges levied against the Carrier or JetClass, as well as the cost of transporting Passenger's from that country. In this case JetClass will not refund the ticket price collected for carriage to the point of denied entry.
- 12.6. By reason of Passenger's failure to comply with the entry, exit or transit regulations of the country concerned or Passenger's failure to produce the required (travel) documents, Customer and Passenger shall reimburse Carrier or JetClass on demand any amount so paid or expenditure so incurred including any fines, penalties or costs for Passenger's detention.

- 12.7. Furthermore, JetClass reserves the right to take all such necessary measures in order to ensure that payment is made, especially by charging Customer's credit card.
- 12.8. If required, Passenger shall attend inspection of Passenger's baggage by customs or other government officials. Neither Carrier nor JetClass are liable for any damage suffered by Passenger in the course of such an inspection or through Passenger's failure to comply with this provision.
- 12.9. Passenger must submit to all security controls imposed by the authorities, airports, the Air Carriers or JetClass.

13. Liability

- 13.1. Save as provided by Council Regulation 2027/97 as amended by European Parliament and Council Regulation 889/2002 the carriage under this Agreement is subject to the Warsaw Convention or the Montreal Convention which may limit the liability of the carrier for death or bodily injury and in respect of loss or damage to baggage. For domestic carriage in countries other than EU member states local law may apply. Further information may be obtained on request. All carriers engaged by JetClass comply with the insurance requirements laid down in the applicable regulations.
- 13.2. In respect of carriage of Passengers
 - 13.2.1. Carrier shall be liable to the Passenger in the event of an accident resulting in the Passenger's death or bodily injury whilst on board an aircraft or in the course of any of the operations of embarking or disembarking. Carrier's liability for damages for such death or bodily injury shall not be subject to any financial limit, be it defined by law, convention or contract.
 - 13.2.2. For any damages up to an equivalent of SDR 113.100,00, Carrier shall not exclude or limit its liability by proving that it or its agents have taken all necessary measures to avoid the damage or that it was impossible for Carrier to take such measures. If, however, Carrier proves that damage was caused

by, or contributed by, Customer's negligence, Carrier may be exonerated wholly or partly from its liability in accordance with the applicable law.

13.2.3. Carrier shall without delay and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. In the case of death such advance payment shall be not less than SDR 16.000,00 per Passenger. Such advance payment:

- shall not constitute an admission of liability by Carrier;
- may be offset against any subsequent sums payable on the basis of Carrier being held liable;
- is not returnable unless Carrier proves that the damage was caused by, or contributed to by the negligent act or omission of the deceased or injured Passenger; or the person who received the advance payment caused or contributed to the damage by negligence or other wrongful act or omission; or the person who received the advanced payment was not the person to whom the advanced payment should properly have been paid.

13.3. In respect of baggage

Carrier shall be liable to Passenger for destruction, loss or damage of baggage only if the damage resulted from Carrier's fault or that of Carrier's servants or agents and shall be limited to SDR 1.131,00 per passenger unless a higher value is declared to Carrier at check-in and the supplementary fee required is paid, in which case our liability will be limited to such higher declared;

13.4. In respect of passenger or baggage delay:

In case of passenger or baggage delay, Carrier shall be liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to SDR 4.694,--, the liability for baggage delay to SDR 1.131,00.

- 13.5. Any exclusion or limitation of Carrier's liability shall apply to and be for the benefit of its agents, servants, representatives and any person whose aircraft is used for carriage and its agents, servants and representatives.
- 13.6. Claims to the Carrier in regard to damaged baggage have to be made in writing within 7 days of the scheduled arrival, in regard to delayed baggage within 21 days after delivery. Any action in court to claim damages must be brought within 2 years of the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. For claims based on national Civil Law different statutory limitations may apply.
- 13.7. The liability of JetClass in contract, delict or otherwise, for any loss, damage, cost or expense suffered by Customer outside the scope of the Council Regulation 2027/97 as amended by European Parliament and Council Regulation 889/2002, the Warsaw Convention or the Montreal Convention, is limited to wilful act or gross negligence.

14. Applicable law

The Agreement shall be governed by and construed in accordance with the laws of Austria.

15. Court of jurisdiction

Any and all disputes arising from or in connection with the Agreement including its formation and validity, shall unless otherwise stated by mandatory law be subject to the exclusive jurisdiction of the competent court for 1010 Vienna, Austria. For legal actions against JetClass by consumers the mandatory legal provisions of the Austrian Consumer Protection Act apply.