



SIMPLY CLOSER

TERMS AND CONDITIONS OF OPERATIONS AS AT 1ST JANUARY 2017

These Conditions govern the Contract and the relationship between Jetfly and the Client and should be read in conjunction with the Flight Confirmation(s) issued to the Client. By purchasing the Services, the Client confirms having read and understanding these Conditions and agrees to be bound by them. The Client shall ensure that all Passengers comply with these Conditions.

1. Definitions

In these Conditions, capitalised terms have the following meanings:

"Aircraft"	means any aircraft operated by Jetfly for the provision of the Services.
"Baggage"	means any articles, effects, and other personal property of a Passenger which are brought by him/her in his/her trip. Unless otherwise specified, it shall include both checked and unchecked Baggage of the Passenger.
"Card"	means the Jetfly Aviation Jet Card purchased by the Client pursuant to the Contract, if applicable.
"Card Owner"	shall have the meaning set forth in the Contract, if applicable.
"Client"	means the legal entity or individual having purchased the Services either for his/her/its own account as Passenger, or for the account of any other Passenger, or the Card Owner.
"Conditions"	means these terms and conditions.
"Contract"	means the contract relating to the performance of the Services between the Client and Jetfly, which includes these Conditions and the Flight Confirmation(s).
"Crew"	means any person operating the Aircraft employed by Jetfly.
"EC Regulation"	means the Council Regulation (EC) N° 2027/97 on air carrier liability in the event of accidents, as amended by Regulation (EC) N° 889/2002 of the European Parliament and of the Council of 13 May 2002, and as further amended from time to time.
"Flight"	means air carriage services provided by Jetfly from the point of departure to the point of destination as described in the Flight Confirmation(s).
"Flight Confirmation"	means the relevant confirmation (including the Passenger(s)' ticket(s)) of a Flight to be operated by Jetfly.
"Force Majeure Event"	means events such as war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades or lockouts (whether involving the workforce of Jetfly or any other party), quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, act of God, fire, flood, storm, adverse weather conditions, accident, technical deficiencies, detention or similar measures, accidents with aircraft, or other force majeure of any nature or any other factors over which Jetfly has no control, or when the safety of the Passengers or the Crew can reasonably be assessed to be in danger.
"Jetfly"	means Jetfly Aviation S.A., a <i>société anonyme</i> (private limited liability company) with registered office at 2 rue Peterelchen, L-2370 Howald, Grand Duchy of Luxembourg, and registered with the <i>Registre de Commerce et des Sociétés</i> (Trade and Companies Register) of Luxembourg under number B 70.397.
"Minimum Advance Notice"	means the minimum advance notice schedule in the Schedule of the Contract, if applicable.
"Montreal Convention"	means the convention for the unification of certain rules for international carriage by air signed at Montreal on 28 May 1999.
"Occupied Flying Hours"	shall have the meaning set forth in the Contract, as the case may be.
"Passenger"	means any person carried or to be carried by the Aircraft, except the Crew.
"Price"	means the price of the Services as specified in the Flight Confirmation(s) or in the Contract, as the case may be.
"Regulation 995/2010"	Regulation (EU) No 996/2010 of the European Parliament and of the Council of 20 October 2010 on the investigation and prevention of accidents and incidents in civil aviation and regulation (EU) 376/2014.
"SDR"	means Special Drawing Rights, the unit of account as defined by the International Monetary Fund.
"Services"	means the services to be provided by Jetfly in accordance with the Contract, the Flight Confirmation(s) and these Conditions, together with any other services rendered by Jetfly to the Client and/or the Passenger(s).
"Warsaw Convention"	means the convention for the unification of certain rules relating to international carriage by air, signed at Warsaw on 12 October 1929, including such convention as amended by the protocol signed in the Hague on 28 September 1955, the protocol signed in Guadalajara on 18 September 1961, the protocol signed in Guatemala City on 8 March 1971 and the protocols signed in Montreal on 25 September 1975.

2. Scope of application of the Conditions

These Conditions apply to the Contract and in general to all Services provided by Jetfly to the Passengers and the Client.

3. Provision of Services

- Jetfly undertakes to use its best efforts to provide the Services to the Passenger(s), including the provision of the Flight and the carriage of Baggage.
- The Passenger(s) accept(s) and acknowledge(s) that the pilot in command of the Aircraft shall at all times be entitled to take all necessary measures in order to ensure the safety of the Flight, including without limitation with regard to the Passengers' seating, the loading and unloading of Baggage as well in the event that the behaviour or the physical or the mental condition of a Passenger requires extraordinary assistance on behalf of the Crew or Jetfly.
- The Client and Jetfly further agree that when, in the reasonable view of Jetfly or the pilots in command of the Aircraft, safety may be compromised, Jetfly and/or the pilots may terminate a Flight, refuse to commence a Flight, change the route or flight schedule, or take other action necessitated by such safety considerations without liability for loss, injury, damage or delay.
- Carriage of expectant mothers and infants**
Jetfly will carry a Passenger which is an expectant mother up to four (4) weeks before the expected date of delivery without certification that such Passenger is fit to travel. Expectant mothers will no longer be carried as from four (4) weeks before the expected date of delivery. Jetfly and/or the pilots in command of the Aircraft shall be entitled to require any reasonable proof that the pregnancy is not beyond the thirty-fifth (35th) week. Jetfly recommends that newborn babies up to the age of seven (7) days do not fly in order to avoid any health injury. Infants shall travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.
- Carriage of pets**
Passengers may demand the carriage of pets provided that Jetfly has been notified at the time of booking and has specifically confirmed such carriage in writing. Passengers shall be responsible for the compliance of the pet with all regulatory requirements of the country of destination. Each pet should have a weight under 8kg.
- Price**
 - Unless otherwise agreed, the Client shall pay the Price to Jetfly upon purchasing the Services. Any payment due under the Contract and/or these Conditions is in any case due in full within 7 calendar days of receipt of invoice.
 - In case of late payment of any sums due under the Contract or the Conditions, interests shall accrue thereon at a rate of ten percent (10%) per annum. In addition to such interests, the Client shall pay Jetfly all reasonable costs (including legal costs) incurred by Jetfly for collection.
 - The Client acknowledges and agrees that the Price includes Aircraft operating costs incurred in the ordinary course of business such as fuel, applicable taxes, over-flight charges and permits, landing and handling fees, air traffic control catering and bar costs, Crew trip expenses, handling agent services and similar out-of-pocket expenses relating to the Services, unless otherwise agreed. The Client also acknowledges and agrees that the Price does not include internet and phone calls from the Aircraft, any change of destination, ground transportation (such as limousines or taxis), additional insurance premiums to overfly or land in certain zones, costs of de-icing and any extra costs for specific catering.
 - The Price for the Services provided in the performance of a Card may increase or decrease as a result of adjustments to the components of the charges borne by Jetfly which relate to (i) the cost of fuel (excluding tax) as per the amount specified in Schedule 1 of the Contract for each variation of EUR 0.01 per litre in the average cost incurred by Jetfly during one month compared to the average fixed price per litre of fuel (in excess of a margin of +/- EUR 0.02) and/or (ii) the cost of Eurocontrol as per the amount specified in Schedule 1 of the Contract for each variation of EUR 0.01 per nautical mile in the average cost incurred by Jetfly during one month compared to the average fixed rate per nautical mile set by Eurocontrol as specified in Schedule 1. Such increase or decrease of the Price shall be invoiced or refunded by Jetfly at the term of the Contract.
 - In case the Client and/or the Passenger(s) wish(es) for a specific catering, from a company which is not an authorised handling agent for the Aircraft, Jetfly will not assume any responsibility regarding the proposed nutrition and the effects they might have on the health and well-being of the Passenger(s).
- Passengers' Obligations**
 - The Client is responsible for ensuring that the Passengers have the correct travel documentation and comply with all laws, regulations, orders, demands and requirements (including any applicable health, exit, entry, tax, visa, customs and other legal and statutory formalities) of any countries to be flown from or into and for compliance with any instructions given by Jetfly regarding documentation required for travel. It shall be the Client's sole responsibility to ensure that the Passenger(s) is/are eligible to enter any state or territory. Jetfly shall not be liable in anyway whatsoever to the Client and/or the Passenger(s) in connection with obtaining the necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to the Client resulting from the failure of the Passengers to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions. With respect to any flight involving international travel by a minor without both parents and/or guardians present, the Client shall provide



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written evidence satisfactory to the Jetfly that such travel is approved by the non-traveling parent or guardian, or is otherwise lawful.

- 5.2. The Client shall indemnify Jetfly and its agents from any claim or damage which Jetfly may have suffered from non-compliance with the above requirements unless those claims or damage have been caused by the gross negligence (*faute grave*) or wilful misconduct (*faute dolosive*) of Jetfly or its agents.

6. Baggage

- 6.1. Baggage per Passenger is limited to 15 kilograms in total of bags which may be easily loaded into the Aircraft.
- 6.2. Any oversized and/or overweight Baggage may entail additional charges reasonably set by Jetfly.
- 6.3. Sections 6.1 and 6.2 are without prejudice to the right of Jetfly and/or the pilots in command of the Aircraft to set a lower weight or size limit per Passenger and/or offload any overweight or oversized Baggage for safety reasons, as determined by Jetfly and/or the pilots in command of the Aircraft in their sole and entire discretion.
- 6.4. Prohibited items and dangerous goods

6.4.1. General

Passengers may not carry or include in their Baggage items which are prohibited by any applicable national or international law, regulation or order from being carried on any aircraft. Jetfly and/or the pilot in command of the Aircraft shall have total discretion on the articles allowed to be carried in Baggage. Jetfly and/or the pilots in command of the Aircraft may request Passengers to permit a search to be made on their person and their Baggage and may search the Passengers' Baggage in their absence. If Passengers are unwilling to comply with such request, Jetfly and/or the pilots in command of the Aircraft may refuse to carry the Passengers or their Baggage. In that event, Jetfly shall be under no liability to the Passengers or the Client, and the Price shall be payable by the Client in full, without prejudice to any additional cost incurred by Jetfly in relation thereto.

6.4.2. List of prohibited items

Passengers may not carry in their Baggage the items listed in Appendix 1 hereto.

7. Force Majeure

- 7.1. Jetfly reserves the right at any time during the Services to suspend or redirect the Flight and/or cancel the Flight without further liability to the Passengers in the event that the Flight cannot be completed in accordance with the Flight Confirmation(s) and/or the instructions of the Client, as the case may be, due to the occurrence of a Force Majeure Event.
- 7.2. If a Force Majeure Event occurs prior to the commencement of the Services and no suitable solution to provide alternative Services to the Passenger in a satisfactory way can be found in the reasonable opinion of Jetfly, Jetfly reserves the right to cancel the Services without liability to the Passenger. In this case, Jetfly shall refund the Price, or as the case may be, the portion of the Price corresponding to the Occupied Flying Hours which have not been used, to the Client, minus all expenses already incurred.
- 7.3. Unless stated otherwise in mandatory legislation, Jetfly shall not be responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the occurrence of a Force Majeure Event, nor shall be liable for any damage or loss of any nature whatsoever to Passengers and/or the Client arising from any delay caused by a Force Majeure Event.

8. Cancellation policy

- 8.1. In the event that a Flight is cancelled by the Client and/or the Passenger(s), a cancellation fee shall be due by the Client to Jetfly calculated in accordance with the table below:

Cancellation up to 14 days prior to departure	20% of the Price
Cancellation between 13 and 2 days prior to departure	50% of the Price
Cancellation 48h prior to departure	90% of the Price

- 8.2. Section 8.1 is not applicable to Card Owners.

9. Liability

- 9.1. Liability in connection with the carriage of Passengers and Baggage inside and outside the European Union is subject to the provisions of the EC Regulation, the Montreal Convention or the Warsaw Convention.
- 9.2. The Client and the Passenger(s) acknowledge that Jetfly shall have no liability for delay or failure to provide the Services when such a failure is caused by government regulation or authority and does not result from a failure or default on the part of Jetfly, including without limitation inability to obtain take-off, landing or airway slots despite reasonable efforts to do so, sudden or unexpected mechanical difficulty, war, civil commotion, strike or labour disputes (including labour disputes of Jetfly staff), or weather conditions.
- 9.3. The information notice in this Section 9.3 is provided in accordance with the EC Regulation and summarises the rules applied by Jetfly as required by the Montreal Convention and applicable legislation. Such information cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention, and it does not form part of the Contract. No representation is made by Jetfly as to the accuracy of the contents of this notice.

9.3.1. Compensation in the case of death or injury

There are no financial limits to the liability for Passenger injury or death. For damages up to 113,100 SDRs (representing approximately EUR 144,550.80 as at 13 April 2017), Jetfly cannot contest claims for compensation. Above that amount, Jetfly can defend itself against a claim by proving that it was not negligent or otherwise at fault.

9.3.2. Advance payments

If a Passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (representing approximately EUR 20,449.28 as at 13 April 2017).

9.3.3. Passenger delays

In case of Passenger delay, Jetfly is 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 4,694 SDRs (representing approximately EUR 5999.31 as at 13 April 2017).

9.3.4. Baggage delays

In case of Baggage delay, Jetfly is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Baggage delay is limited to 1,131 SDRs (representing approximately EUR 1,445.51 as at 13 April 2017).

9.3.5. Destruction, loss or damage to baggage

Jetfly is liable for destruction, loss or damage to Baggage up to 1,131 SDRs (representing approximately EUR 1,445.51 as at 13 April 2017). In the case of checked Baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked Baggage, Jetfly is liable only if at fault.

9.3.6. Higher limits for Baggage

A Passenger can benefit from a higher liability limit by making a special declaration at the latest at booking and by paying a supplementary fee to be agreed with Jetfly. Such declaration shall state the approximate value of the Baggage to be transported.

9.3.7. Complaints on baggage

If the Baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to Jetfly as soon as possible. In the case of damage to checked Baggage, the Passenger must write and complain within seven days, and in the case of delay within twenty-one days, in both cases from the date on which the Baggage was placed at the Passenger's disposal.

9.3.8. Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the Passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

9.3.9. Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the Aircraft, or from the date on which the Aircraft ought to have arrived.

9.3.10. Basis for the information

The basis for the rules described above is the Montreal Convention, which is implemented in the EC Regulation and national legislation of the Member States.

- 9.4. Subject to the provisions above, the Montreal Convention and the Warsaw Convention, Jetfly shall not be liable to the Client or the Passenger(s) for any loss of profits, loss of business, consequential damages or similar damages.

10. Insurance

- 10.1. Jetfly shall make the necessary arrangements to obtain at all time during the term of the Contract the following:

10.1.1. all-risk aircraft hull insurance for the Aircraft against any loss, theft or damage to the Aircraft and extended coverage with respect to any engines or parts while removed from the Aircraft, and

10.1.2. passenger and third party liability insurance for the Aircraft, for which it will assume the costs, in the form and substance and with such insurers as is typically obtained by operators of similar aircraft but in an amount not less than fifty Million Euros (EUR 50,000,000) single limit liability coverage (the "**Liability Insurance**").

10.2. At any time during the term of the Contract, the Client may request Jetfly and Jetfly shall promptly provide the Client with the valid policies and certificates of Insurance.

10.3. Subject to Section 9, the Client agrees to accept the proceeds of the Liability Insurance as its sole recourse against Jetfly for any loss or damage sustained during the Services whether arising as a result of Jetfly's negligence or otherwise.

11. Smoking

Smoking (including e-cigarette) and the use of open fire is strictly prohibited on board. E-cigarettes can be transported on board with a maximum of 2 spare lithium batteries and must be carried in the hand baggage

12. Privacy and data protection

12.1. Personal data required to proceed to the booking of the Services such as name, address, telephone number and credit card details of the Client and/or the Passenger(s), where relevant, will be stored electronically and protected in compliance with applicable regulations on data protection

12.2. Jetfly is explicitly entitled to transmit data obtained from official photo identification documents and other personal data processed or used in connection with the Services, so-



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called passenger name record data, to public authorities, provided that the authority's request for disclosure is based on mandatory legal regulations and is necessary for performance of the Contract. The Client and the Passenger(s) acknowledge that data could be transferred to countries where the legal data protection is not equivalent to the data protection of their respective home countries.

12.3. Jetfly is entitled to capture, transmit, process and use personal data within the scope of performance of the Contract and in accordance with relevant data protection regulations. The data is processed, transmitted or used in conformance with the relevant regulations for the following purposes: making reservations, purchasing a ticket, delivery by Jetfly of flight services, purchase of additional services and handling payment transactions, development and provision of services, facilitating entry and customs clearance procedures.

13. Passenger emergency contact details

13.1. In accordance with Article 20(3) of Regulation 996/2010, each Passenger has the right to provide Jetfly with the name and contact details of a person who Jetfly is to contact in the event of an emergency relating to such Passenger. Jetfly shall use such information only in the event of such an emergency. Jetfly undertakes that none of the details provided by a Passenger under this Section 13 will be passed on to third parties or used for commercial purposes.

13.2. In case the Client has booked the Flight for Passenger(s) other than himself/herself, he/she shall (i) facilitate the exercise by Passengers of their right set out in Section 13.1; and (ii) provide Jetfly with all assistance requested by it to allow Passengers to exercise (and Jetfly to give effect) to that right.

14. Amendments to the Conditions

Jetfly reserves the right to amend these Conditions at any time with effect for the future. The Conditions as amended from time to time shall be published on the website of Jetfly as from the date on which they come into force and shall be sent by email to Clients which are registered in Jetfly's database. On continuing to use Jetfly's services after amendment

of these Conditions, the Client and the Passenger(s) declare their consent to the Conditions as amended.

15. Severability

If any provision of these Conditions is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Conditions but without invalidating any of the remaining provisions of these Conditions.

16. Entire Agreement

The Contract (which includes for the avoidance of doubt these Conditions and the Flight Confirmation(s)) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between Jetfly and the Client with respect to the subject matter thereof.

17. Applicable Law and jurisdiction

17.1. The Contract (which includes for the avoidance of doubt these Conditions and the Flight Confirmation) and the relationship between Jetfly, the Client and the Passenger(s) shall be governed by, and interpreted in accordance with the laws of the Grand Duchy of Luxembourg.

17.2. Jetfly, the Client and the Passenger(s) irrevocably consent to the exclusive jurisdiction of the Courts of the City of Luxembourg, Grand Duchy of Luxembourg for any contractual or non contractual disputes arising or in connection with the Contract (which includes for the avoidance of doubt these Conditions and the Flight Confirmation(s)) or its subject matter, provided however that Jetfly may choose to issue proceedings in any other competent court in its sole discretion.