

S.A.R.L. MonacoJets Private Flying
TERMS & CONDITIONS – VALID SINCE 31.03.2019 (Rev. 4)

THESE TERMS AND CONDITIONS SHALL APPLY TO ALL CHARTER OFFERS OR CONTRACTS FOR THE CHARTER OF AIRCRAFT ARRANGED BY MONACOJETS WHICH ACTS AS AGENT FOR A CHARTER OPERATOR AND/OR A FLIGHT INITIATOR, AS THE CASE MAY BE.

FOR THE AVOIDANCE OF DOUBT, THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A CONTRACT FOR CARRIAGE BY AIR. CARRIAGE IS ALWAYS SUBJECT TO THE CONDITIONS OF CARRIAGE OF THE OPERATOR (OPERATOR'S TERMS AND CONDITIONS).

MONACOJETS MAY AT ANY TIME AMEND THESE TERMS AND CONDITIONS IN ITS ABSOLUTE DISCRETION ALTHOUGH EXISTING BOOKINGS SHALL REMAIN GOVERNED BY THE TERMS AND CONDITIONS APPLICABLE AT THE TIME OF BOOKING.

S.A.R.L MonacoJets Private Flying is a Monegasque Limited Liability company operating as Agent in the field of Aircrafts charter service, having its registered office in Les Arcades du Metropole, 2a Avenue de Grande Bretagne, MC98000 MONACO.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions:

1.1.1. Except where the context makes it inappropriate, the masculine gender shall include the feminine and vice versa and the plural shall include the singular and vice versa;

1.1.2. Headings are given for convenience only and shall not affect interpretation;

1.2. In the event of any conflict between these Terms and Conditions and the Operator's Terms and Conditions, these Terms and Conditions will prevail in so far as such conflict relates to the relationship between a Flight Initiator and MonacoJets;

1.3. The following terms shall have the following meaning, except where the context otherwise requires:

1.3.1. "*Agent*" means a travel Agent or any person or entity who requests and books on behalf of their client;

1.3.2. "*Aircraft*" means any Aircraft operated by an Operator for the provision of an Itinerary;

1.3.3. "*Charter Offer*" means the price payable by a Flight Initiator (or Authorized Agent in behalf of the Flight Initiator) for the charter of an Aircraft, based on an Itinerary specified by the Flight Initiator including MonacoJets commission;

1.3.4. "*Delay*" means any change in the departure time (greater than 10 minutes) above the scheduled departure time as shown in the Flight Briefing;

1.3.5. "*Departure time*" means the time at which the Aircraft is scheduled to leave from the apron. It is the time displayed on the Flight Briefing. The departure time is not to be confused with the takeoff time which varies depending on numerous factors such as airport size, airport slots, traffic, weather and other factors affecting the taxi time.

1.3.6. "*Flight Briefing*" means the electronic confirmation provided by MonacoJets to a Flight Initiator detailing the Itinerary and Aircraft often referred to as flight plan (can be replaced by a *Booking Confirmation*);

1.3.7. "*Flight*" or "*Leg*" or "*Sector*" means the flight forming part of an Itinerary on which the Flight Initiator, Agent and/or his Passengers, are Passengers on the Aircraft;

1.3.8. "*Flight Initiator*" means any person or entity who charters an Aircraft for an Itinerary of his specification;

1.3.9. "*Itinerary*" means the flight or series of flights (including any Positioning Flights) as determined by MonacoJets or a Flight Initiator. It shall include an airport of departure, an airport of destination, any stopping points and any departure and arrival times;

1.3.10. "*MonacoJets*" means S.A.R.L MonacoJets Private Flying, a Monegasque Limited Liability company operating as Agent in the field of Aircrafts charter service, having its registered office in Les Arcades du Metropole, 2a Avenue de Grande Bretagne, MONACO.

1.3.11. "*Operator's Terms and Conditions*" means the Operator's general conditions of carriage for Passengers and baggage current at the time of booking and relative to the Aircraft provided for the Itinerary;

1.3.12. "*Operator*" means the independent licensed air transport undertaking that is the actual operator of an Aircraft for the Itinerary as specified in the Flight Briefing;

1.3.13. "*Parties*" means MonacoJets and Flight Initiators, as the case may be;

1.3.14. "*Passenger*" shall mean any person(s) whose flight has been booked by a Flight Initiator (or himself) via MonacoJets;

1.3.15. "Positioning Flight" means the flight sector(s) forming part of an Itinerary on which the Flight Initiator or his Passengers are not Passengers on the Aircraft;

1.3.16. "Terms and Conditions" shall mean these terms and conditions;

2. GENERAL PROVISIONS

- 2.1. MonacoJets acts as an Agent for a charter Operator and/or a Flight Initiator, as the case may be. It shall make available to the Flight Initiators the Aircraft through its website, charter marketplaces or other means.
- 2.2. Flight Initiators and Passengers are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which they transit. MonacoJets will not be liable for any consequences resulting from failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions. Flight Initiators and Passengers should comply with Government travel requirements and present exit, entry and other required documents in enough time to complete departure procedures.
- 2.3. Flight Initiators accept full responsibility for the conduct of all Passengers for whom they have purchased seats on the Flight or the whole Flight, as confirmed in the Flight Briefing. The Flight Initiator acknowledges that in respect of the Operator's Terms and Conditions, they act as the Passenger's Agent. All liabilities in relation to the carriage by air of Passengers and their baggage shall be governed by the Operator's Terms and Conditions. The Flight Initiator shall ensure that each of its Passengers receives proper notice of the carrier liability provisions and these Terms and conditions and has received and agreed to the Terms and Conditions set out in the Operator's Terms prior to a booking being made through MonacoJets. Flight Initiators acknowledge and agree that Flight Initiators and Flight Initiators' Passengers, are jointly and severally liable for all damages and in the event of any default by a Flight Initiator under these Terms and conditions, MonacoJets reserves all rights available at law to seek recourse against Flight Initiators' Passenger(s).
- 2.4. Flight Initiators acknowledge that smoking is prohibited on all Aircraft and a Flight Initiator shall indemnify MonacoJets and other Flight Initiators against all claims or liabilities arising out that Flight Initiator's failure to comply with this clause.
- 2.5. Carriage performed pursuant to these Terms and conditions shall be subject to the Operator's Terms and Conditions. Flight Initiators hereby acknowledge and accept that MonacoJets shall have no liability whatsoever with respect to the operation of the Itinerary or the Aircraft (this includes but is not limited to delays, maintenance issues and other operational changes...) and that any claims arising out of the operation of the Itinerary or Aircraft must be directed to the Operator.
- 2.6. Flight Initiators and or Passengers shall be solely responsible for arriving at the departure airport's handling agent (specified in the Flight Briefing) in enough time (at least 20 minutes before the scheduled departure time) and complying with the Operator's Terms and Conditions, including but not limited to luggage restrictions, the carriage of pets and behavior onboard the Aircraft. If a Flight Initiator or Passenger fails to arrive in time to participate in an Itinerary or is denied boarding because of his failure to comply with the Operator's Terms and Conditions, MonacoJets shall be under no liability whatsoever to the Flight Initiator or Passengers, nor shall it be under any obligation to make alternative travel arrangements for the Flight Initiator or Passengers. Should the Flight Initiator request MonacoJets assistance with alternative travel arrangements, the Flight Initiator will be liable to pay such additional charges as may be agreed with MonacoJets in respect of such alternative arrangements.
- 2.7. MonacoJets may in its absolute discretion revoke any Flight Initiator's Flight Initiatorship with immediate effect.
- 2.8. For the avoidance of doubt, MonacoJets is not a "contracting carrier" for the purposes of the Montreal Convention 1999.
- 2.9. Flight Initiators are required to communicate the maximum number, weight and dimensions for both carry on and hold baggage to MonacoJets or the Operator at least 24 hours before the beginning of the first leg. Flight Initiators further acknowledge that failure to comply with these requirements may result in the Operator refusing to carry their baggage on the Aircraft and that MonacoJets assumes no liability whatsoever for such refusal.
- 2.10. Flight Initiators agree that MonacoJets store personal information according to law such as but not limited to passports, telephone numbers, identities of all flying passengers and forward them to the operator and aviation authorities involved with the flights such as but not limited to handling Agents, customs and police departments etc.

MonacoJets reserves the right to ask further information in regards to the provenience of the money according to Monegasque law "1.362 du 3 Août 2009".
- 2.11. If an Aircraft is diverted from landing at its intended destination or is forced to return to base for reasons beyond the reasonable control of the Operator, MonacoJets shall use its reasonable endeavors to assist Flight Initiators travelling on the Aircraft about the sourcing of alternative means of transport for the completion of their Itinerary. For the avoidance of doubt, the costs of such alternative transportation are to be paid directly by the Flight Initiator(s) concerned to such third-party provider(s) of the alternative means of transport, and any contract for such carriage will be concluded directly

between the Flight Initiator(s) and such third party. Flight Initiators acknowledge that while MonacoJets may help Flight Initiators in arranging alternative means of transport, under no circumstances will MonacoJets act as Agent or as principal in the provision of such alternative transport.

- 2.12. If a Flight Initiator fails to take a flight or flights forming part of an Itinerary for which he holds a Flight Briefing, the Flight Initiator shall not be entitled to any refund from MonacoJets in respect of monies paid for the Itinerary concerned, regardless of the reason for the failure to take the applicable flight(s).
- 2.13. Where an Operator makes MonacoJets aware of changes to an Itinerary (including departure or arrival times), MonacoJets shall endeavor to communicate such changes to the relevant Flight Initiator(s) by way of email or telephone call. MonacoJets shall be under no liability whatsoever for any failure to communicate such changes to the Flight Initiator(s) concerned.
- 2.14. In the event that:
 - 2.14.1. an Aircraft is detained (whether lawfully or otherwise) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise) whereby making completion of the Itinerary impossible; or
 - 2.14.2. an Aircraft becomes unairworthy due to technical issues or;
 - 2.14.3. the Operator or the relevant Aircraft has an administrator, receiver, trustee or other similar person acting on behalf of a lawful authority, appointed over all or part of its assets or business and as a result the Operator is unable to perform the Itinerary at the same cost; or
 - 2.14.4. the Operator becomes insolvent, enters into voluntary liquidation, or is compulsorily wound up; MonacoJets shall use its reasonable endeavors to source an alternative Operator who is able to operate the Itinerary (or remaining parts thereof) at a similar cost.
 - 2.14.5. If an alternative Operator is sourced for the provision of the Itinerary pursuant under clause 2.14, MonacoJets shall make details of such alternative arrangements available to those Flight Initiator(s) holding a Flight Briefing for the applicable Itinerary. Such Flight Initiators shall be entitled to accept or decline the offer of such alternative arrangements. Where a Flight Initiator declines such an offer, he is entitled to a refund from MonacoJets of all funds paid in relation to the Itinerary except about monies which have already been paid to the Operator, for which the Flight Initiator's recourse lies with the Operator only.
- 2.15. Where an offer of alternative transport arrangements is accepted pursuant to clause 2.14, the Flight Initiator(s) accepting such arrangements shall be liable in full for any costs over and above the original total cost for the operation of the Itinerary prior to the event(s) described in clause 2.14.
- 2.16. When a booking has been initiated through an Authorized Agent, all communications, issue of documents and the payment and receipt of funds in respect of that booking shall be conducted through the Authorized Agent. MonacoJets will only enter communications in respect of such a booking with the relevant Flight Initiator where specifically requested to do.

3. AIRCRAFT CHARTER

- 3.1. A Flight Initiator (or an Authorized Agent acting on behalf of a Flight Initiator) may submit an Aircraft charter request through MonacoJets website, phone, email, marketplaces or other means of communication for a specified itinerary. MonacoJets shall use its reasonable endowers to provide a Charter Offer for the requested Itinerary.
- 3.2. Acceptance of the Charter Offer is deemed to have occurred upon its signature. MonacoJets will confirm the booking with the Operator upon receipt of the full amount for the charter flight price or, as per sole discretion of MonacoJets, upon receipt of a proof of payment.
- 3.3. Upon confirmation of the flight by the Operator, subject to continued availability of the Operator's Aircraft, crew and airport slots, MonacoJets will issue a Flight Briefing in respect of the Itinerary (not earlier than 7 days before the first flight). Only when the Flight Briefing is issued, a flight is considered confirmed.
- 3.4. If the full amount of the Charter Offer is not received by MonacoJets, in compliance with clause 3.2, within a reasonable amount of time, MonacoJets shall be entitled to cancel the Itinerary in its absolute discretion. The Flight Initiator will be charged the following:
 - o EUR 500 about MonacoJets cancellation fees.
 - o Any additional fees incurred for the flight, if due (ground transportation fees, catering fees ..)
 - o Any credit card or wire transfer fees incurred.
 - o Any cancellation fees due to the Operator in accordance with the cancellation provisions set out in the Operator's Terms and Conditions.

- 3.4.1.** Any funds previously paid to MonacoJets will be used to settle the above-mentioned fees, any outstanding funds will be charged to the Flight Initiator.
- 3.4.2.** In case the booking has been previously modified, the Operator cancellation fees apply on the original booking date and time of departure unless otherwise specified by the Operator.
- 3.5.** If the Flight Initiator wishes to modify an existing booking, subject to continued availability of the Operator's Aircraft, crew and airport slots, The Flight Initiator will be charged the following:
- o EUR 500 about MonacoJets modification fees.
 - o Any additional fees incurred for the flight, if due (ground transportation fees, catering fees ..)
 - o Any credit card or wire transfer fees incurred.
 - o Any modification fees due to the Operator.
- 3.5.1.** Any funds previously paid to MonacoJets will be used to settle the above-mentioned fees, any outstanding funds will be charged to the Flight Initiator.
- 3.5.2.** The Operator cancellation fees will apply on the original booking date and time of departure unless otherwise specified by the Operator.
- 3.6.** If the Flight Initiator wishes to cancel an existing booking, The Flight Initiator will be charged the following:
- o EUR 500 about MonacoJets cancellation fees.
 - o Any additional fees incurred for the flight, if due (ground transportation fees, catering fees ..)
 - o Any credit card or wire transfer fees incurred.
 - o Any cancellation fees due to the Operator in accordance with the cancellation provisions set out in the Operator's Terms and Conditions.
- 3.6.1.** Any funds previously paid to MonacoJets will be used to settle the above-mentioned fees, any outstanding funds will be charged to the Flight Initiator.
- 3.6.2.** In case the booking has been previously modified, the Operator cancellation fees apply on the original booking date and time of departure unless otherwise specified by the Operator.
- 3.7.** Delays are governed by the Operator's Terms and Conditions. Whether those are not specified by the Operator, the following considerations are made:
- 3.7.1.** Any delays shall be accepted by the costumer as long as the delay isn't the supplier's direct responsibility (weather, traffic, slots, strikes, technical delays, checks or any other circumstance affecting the safety of a Flight but not limited to this).
- 3.7.2.** Any delays of more than 3 hours caused by the Aircraft itself, such as but not limited to AOG or technical issues and or Crew, refer to 2.14.
- 3.7.3.** Any other delays of less than 3 hours are accepted by the costumer.
- 4. PAYMENT TERMS**
- 4.1.** All prices are quoted in Euros. Payments under these Terms and conditions will only be accepted in Euros. Any additional currency exchange charges and or bank transfer fees will be paid by the payer.
- 4.2.** The following payment methods are accepted:
- 4.2.1.** Wire transfer is the preferred method of payment. Transaction fees must be paid in full by the payer.
- 4.2.2.** Debit or credit card payments, with an extra transaction fee of 4% on the total Charter Offer is only accepted by companies operating in the aviation industry such as but not limited to Aircraft brokers and operators. Exceptions can be accorded to physical persons or companies resident in the EU at the sole discretion of MonacoJets.
- 4.2.3.** Payments through online platforms, with an extra transaction fee of 4% on the total Charter Offer is only accepted by companies operating in the aviation industry such as but not limited to Aircraft brokers and operators. Exceptions can be accorded to physical persons or companies resident in the EU at the sole discretion of MonacoJets.
- 4.3.** Cash payments are not accepted. Flight Initiators paying by way of debit or credit card acknowledge that a transaction limit may apply. Where the total cost of a transaction exceeds the relevant card issuer, card processors or online payment systems transaction limit, the Flight Initiator shall communicate in the shortest delay the best method for payment of the balance due.
- 4.4.** Funds paid by bank transfer (net of any fees due to MonacoJets e.g. commission), received by MonacoJets in payment for flights from Flight Initiators, will be held in MonacoJets account until the payment becomes due to flight Operators (generally few days before the flight).

5. EXCLUSION OF LIABILITY / INDEMNITY

- 5.1. MonacoJets shall be under no obligation to a Flight Initiator or any other passenger on a flight forming part of an Itinerary in respect of any variation to or cancellation of an Itinerary by the Operator (regardless of the reason therefor). Each Flight Initiator hereby acknowledges to MonacoJets that in any such event they shall only have recourse against the Operator.
- 5.2. MonacoJets shall be under no liability to any Flight Initiator for any failure by MonacoJets to perform its obligations under these Terms and Conditions arising from any reason beyond MonacoJets control, including force majeure which shall include but not be limited to labor disputes, strikes or lock-outs.
- 5.3. Flight Initiators shall indemnify MonacoJets and keep MonacoJets indemnified against any claims, demands, liens, judgment, penalties, awards, remedies, debts, liabilities, damages, costs (including, but not limited to, legal costs) demanded or sought by any passenger travelling with the Flight Initiator in connection with the operation of the Aircraft or Itinerary howsoever arising.
- 5.4. Flight Initiators shall indemnify MonacoJets and each other and keep MonacoJets and each other indemnified against any claims, demands, liens, judgment, penalties, awards, remedies, debts, liabilities, damages, costs (including, but not limited to, legal costs) arising out of their conduct and/or noncompliance with these Flight Initiator Terms or the operator's Terms, and where relevant, the conduct of other Passengers travelling under their Booking confirmation or Flight Briefing, during carriage on board an Aircraft. For the avoidance of doubt, such indemnity shall operate in respect of any claims brought against MonacoJets by an Operator in respect of cancellation fees payable under the Operator's Terms and Conditions.
- 5.5. Carriage performed under these Terms and Conditions shall be always subject to the Operator's Terms and Conditions.
- 5.6. Where a booking is done through an Authorized Agent, MonacoJets shall have no liability whatsoever to a Flight Initiator arising out of or in any way connected with such Authorized Agent's failure to comply with these Terms and Conditions. In such circumstances a Flight Initiator sole recourse shall be against the Authorized Agent. For the avoidance of doubt, and by way of example only, the exclusion of liability under this clause 5.6 shall extend, without limitation, to loss and damage arising out of:
 - 5.6.1. Cancellation of an Itinerary by MonacoJets because of Authorized Agent's failure to effect payment within the timeframes set out under these Terms and conditions;
 - 5.6.2. Authorized Agent's failure to pass information (including Flight Briefings and Itinerary changes) to a Flight Initiator in a timely manner;
 - 5.6.3. Errors in the data or information provided by Authorized Agent to MonacoJets.

6. GENERAL

- 6.1. These Terms and conditions set out the entire agreement and understanding between the Parties about the charter of Aircraft. No Party has relied upon representations made to it by another Party, whether written or oral, except as is expressly contained in these Terms and Conditions.
- 6.2. No failure by MonacoJets to exercise and no delay by MonacoJets in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power of privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
- 6.3. Flight Initiators shall not be entitled to assign their benefits under these Terms and Conditions.
- 6.4. These Terms and Conditions may not be varied except with the written agreement of MonacoJets.
- 6.5. A person who is not a party to any contract for the charter of an Aircraft made pursuant to these Terms and Conditions shall have no rights to enforce any of its terms.

7. LAW AND JURISDICTION

- 7.1. These Terms and Conditions shall be governed by and construed in accordance with Monaco Laws.
- 7.2. The courts of Monaco shall have exclusive jurisdiction to adjudicate any dispute which arises out of or in connection with these Terms and Conditions, provided that MonacoJets shall be entitled to take proceedings relating to these Terms and Conditions in any other jurisdiction.