



The First Global Digital Marketplace for Private Aviation

XO Charter Terms

XO Global LLC, a Delaware limited liability company ("**XO**") agrees to act as an authorized agent on behalf of its customers (each a "**Passenger**") to arrange air charter transportation services ("**Flight Services**") and any other associated or ancillary services ("**Other Services**" and together with Flight Services, "**Services**") in accordance with the following terms and conditions ("**Charter Terms**"). XO and Passenger are referred to collectively as "parties" and each a "party". Section 13 of this Agreement contains a binding arbitration clause and class action waiver. Please read this provision carefully as it affects the parties' legal rights.

1. Flight Services.

1.1 PASSENGER APPOINTS AND AUTHORIZES XO TO ACT AS AGENT FOR PASSENGER SOLELY TO ARRANGE AND PAY FOR FLIGHT SERVICES OPERATED BY ONE OR MORE LICENSED AIR CARRIERS AND ANY OTHER SERVICES ASSOCIATED WITH THE FLIGHT SERVICES. PASSENGER HEREBY DESIGNATES, CONSTITUTES AND APPOINTS XO AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT FOR THE PURPOSES OF ENTERING INTO CHARTER CONTRACTS FOR PERFORMANCE OF THE FLIGHT SERVICES OR ANY OTHER SERVICES AS PASSENGER'S AUTHORIZED AGENT. Customer understands and agrees that XO is a foreign air charter broker and does not own or operate any aircraft. XO may provide the Services under various dbas, including FLYXO.

1.2 All Flight Services are arranged on-demand according to customer-directed itineraries and flight requirements. Flight Services shall be provided by XOJET Aviation LLC ("**XOJET Aviation**") and the aircraft under its operational control, "**XOJET Aviation Aircraft**", Red Wing Aeroplane, LLC ("**RWA**"), Talon Air, LLC ("**Talon**"), VistaJet Limited ("**VistaJet**") that are affiliates of XO and other air carriers holding an air carrier certificate authorizing them to furnish air transportation services pursuant to Federal Aviation Regulations 14 C.F.R. Part 135, 121 or applicable foreign regulations, as in effect from time to time ("**Other Air Carriers**" and together with XOJET Aviation, RWA, Talon and VistaJet, "**Air Carriers**"), on aircraft under their operational control ("**Other Air Carrier Aircraft**" and together with XOJET Aviation Aircraft, "**Aircraft**").

1.3 Air Carrier shall have exclusive direction, control and authority over initiating, conducting, and terminating flights (“**Operational Control**”). Air Carriers, and not XO or the aircraft owner, are responsible for ensuring the safety of a flight and providing the Flight Services, including the flight crew and Aircraft operations. XO is NOT a registered Air Carrier, nor does it provide air carrier services. XO offers the method by which to obtain the Flight Services provided by the Air Carriers, but in no way does it have any responsibility or liability for any Flight Services provided by third parties. The Air Carrier performing the Flight Service will be subject to, among other things, flight time and duty time restrictions, airport limitations that may preclude or limit operations to certain airports and other applicable regulations and requirements.

1.4 Passenger understands and agrees that the Air Carrier shall have absolute discretion in all matters, including, without limitation, the preparation of the Aircraft for the Flight Service and the Flight Service itself, the load carried and its distribution, the decision as to whether or not a Flight Service will be performed, what route will be flown, and all other matters relating to the operation of the Aircraft, including which Passengers may not travel, for example due to disruptive behavior, failure to provide requested documentation and/or submit to reasonable pre-flight health checks (such as taking of body temperature by crew), or the Passenger’s health, physical or mental condition. Passenger specifically agrees that Air Carrier shall have final and complete authority to cancel any Flight Service for any reason or condition that in its sole and absolute judgment could compromise the safety of a Flight Service and may take any other action that, in its opinion, is necessitated for health and safety reasons. No such action of Air Carrier shall create or support any liability for loss, injury, damage or delay to Passenger.

1.5 Air Carrier shall have the right to refuse boarding to any person: (a) who appears to be intoxicated or under the influence of any illicit or controlled substance; (b) who refuses to be subject to any reasonable checks of his or her person or baggage by Air Carrier, a security team contracted by XO or its affiliates, or by government or airport authorities; (c) whose condition, including where passenger appears to have symptoms of or have a communicable disease or condition or a Passenger refuses screening for such disease or condition, or incapacity, in the sole judgment of Air Carrier could involve hazard or risk to the safety and security of himself, herself or others; (d) who exhibits violent, aggressive, or otherwise inappropriate behavior towards other passengers or flight crew; or (e) who fails to provide legally valid government issued identification.

1.6 Passenger understands and agrees that to determine whether the condition of a Passenger or guest(s) traveling with Passenger could involve a hazard or health and safety risk to himself, herself or others aboard an XOJET Aviation Aircraft, XO or XOJET Aviation shall have the right to require Passenger and each of Passenger’s guests to complete a Health Declaration Form. In the event over the previous twenty one (21) days prior to the Flight Service, Passenger or Passenger’s guests have visited any of the countries, states or regions that have a Level 3 Travel Health Notice issued by the Center for Disease Control and Prevention (“CDC”) or travel to which is restricted subject to a U.S. regulation, upon XO

or XOJET Aviation's request, Passenger, on behalf of himself or herself and his or her guests, agrees to provide a written verification executed by a licensed physician or a legitimate medical facility confirming that: (i) Passenger has been tested for COVID-19 with a CDC-approved test that produced a negative result, or (ii) does not meet CDC criteria for administering a COVID-19 test and does not exhibit any COVID-19 symptoms ("Written Verification"). Passenger further acknowledges and agrees that the failure to submit a completed timely Health Declaration Form or Written Verification, as applicable, for each Passenger on the Charter Flight and/or a positive indication of COVID-19 may result in the denial of boarding without any liability on the part of XO or XOJET Aviation for loss, injury, damage or delay. A Health Declaration Form or Written Verification, as applicable, shall be considered timely where it is submitted with all requested information completed no later than twenty-four (24) hours prior to the scheduled departure time.

1.7 The itinerary for Flight Services (the "Flight Itinerary") provided by XO in response to a request by Passenger for Flight Services may be subject to the approval of the owner of the Aircraft (the "Aircraft Owner"). If applicable, the Aircraft Owner must provide final approval for use of the Aircraft. In the event that the Aircraft Owner does not approve the Flight Itinerary or withdraws approval for use of the Aircraft for a Booked Flight, XO will attempt to either adjust the terms of the Flight Services so the Aircraft Owner is able to approve the Flight Itinerary or XO will attempt to find a substitute aircraft ("Substitute Aircraft") to perform the requested Flight Services for Passenger. A surcharge may be applicable for the booking of a Substitute Aircraft for the Flight Itinerary. Any such surcharge shall be subject to Passenger's prior approval. If a Substitute Aircraft is not located within 12 hours of a Flight Itinerary being declined or if a Passenger does not approve any applicable surcharge, both Parties will be released from their obligations under these Charter Terms, including specifically, any liability under Section 5 below.

2. Booking Confirmation; Flight Costs and Expenses

2.1 By accepting these Charter Terms, Passenger reserves the Flight Itinerary, which is displayed via the application or on the invoice for the Flight Service ("**Flight Invoice**") and agrees to pay the full amount listed on the Flight Invoice (the "**Flight Cost**") and any additional Flight Expenses (defined below). Additional booking terms may be set forth on the Flight Invoice. Upon acceptance of the Flight Invoice and the Charter Terms, the Flight Service listed on the Flight Invoice shall be considered a ("**Booked Flight**") and any cancellation will be subject to the cancellation policy set forth in Section 4 and **Exhibit A** to these Charter Terms. In the event of a conflict between the cancellation policy set forth on the Flight Invoice and the cancellation policy set forth in Section 4 and Exhibit A to these Charter Terms, the cancellation policy set forth on the Flight Invoice shall control. As used herein, "**Flight Expenses**" means, for the applicable Flight Services, (A) the cost of the Applicable Taxes and (B) the Incidental Expenses; (ii) "**Applicable Taxes**" means any and

all federal, state, and local taxes, charges, imposts, duties, excise taxes (all domestic Flight Services are subject to federal excise tax on passenger flights, and a domestic segment tax), fuel taxes, other taxes (Flight Services with any point of departure or landing outside the United States are subject to a federal departure tax) and fees, including user fees, relating to Passenger's use of an Aircraft in connection with the Flight Service; and (iii) **"Incidental Expenses"** include, to the extent not otherwise set forth in the Flight Invoice, the following costs incurred in connection with the provision of the Booked Flight: (A) costs of requested catering (inclusive of all fees for service, delivery and catering and any associated taxes), (B) \$500 to accommodate a request to use an FBO other than the FBO selected by XO, (C) de-icing, ramp and hangar fees, international fees, additional landings, (D) specially requested in-flight entertainment, (E) telecommunications charges, including Wi-Fi, (F) ground transportation, (G) Third Party Service Charges, (H) the cost of any additional personnel required to fulfill a Booked Flight as either requested by Passenger or as necessary to satisfy any duty limitations impacting the Booked Flight, such costs to be provided at the daily rate for such personnel, and additional flight time due to adverse weather conditions, and (I) any Cancellation Fees, and (J) any applicable pet or service animal cleaning fees or fees incurred due to excessive wear and tear of the aircraft caused by Passenger or their guests, and (K) any other out of the ordinary charges incurred at the specific request of Passengers or their guests; and (iv) **"Third Party Service Charges"** means any charges incurred, including the XO Concierge Fee (5% of the actual costs of any Third Party Service Charges initially billed to XO), on behalf of a Passenger for services (i.e., water taxi, helicopter transport, concierge services) provided in support of a Booked Flight.

2.2 The Flight Costs set forth in the Flight Invoice are based on the estimated number of Flight Service Hours (defined below) for the Booked Flight. As such Flight Costs and any estimate of Flight Expenses provided by XO at the time of booking may differ from the dollar amount indicated on the Flight Invoice for such Booked Flight. Passenger shall be responsible for all actual Flight Expenses incurred in connection with the provision of a Flight Service. As used herein, **"Flight Service Hours"** are determined based on the flight time (rounded up to the nearest one tenth of an hour) during which the Passenger, or a guest of a Passenger, actually occupies an Aircraft, and shall be calculated from the point of take off to the point of landing for each Flight Segment comprising a Flight Service, plus six minutes (one tenth of an hour) of taxi time prior to each departure and after each landing in an occupied leg without any addition for repositioning, and (ii) **"Flight Segment"** means any portion of a Flight Service measured from a point of take off to a point of landing.

2.3 In the event Passenger requests any significant changes (for example, flight time change, etc.) and the Air Carrier accommodates such requests, Passenger agrees to pay on demand any additional costs associated with such changes.

2.4 The Flight Costs in the Flight Invoice are based on fuel costs as of the booking date. XO reserves the right to charge a fuel surcharge amount due to any increase(s) in cost of fuel between the booking confirmation and the departure date. Passenger shall pay XO on

demand any such difference in the amount of the total increase in fuel cost for the applicable Flight Service.

2.5 Passenger agrees to indemnify and reimburse XO for any and all Incidental Expenses, costs and expenses incurred as a result of damage and excess wear and tear to the Aircraft interior and/or exterior determined to be caused by Passenger or their guests. If Passenger incurs any Incidental Expenses or additional charges or such charges are reasonably attributed by XO or Air Carrier personnel to Passenger or their guests, Passenger agrees to reimburse XO in the manner provided under the heading Payment Terms below.

3. Payment Terms.

3.1 Payments.

3.1.1 By Program Members. By accepting these Charter Terms, Passengers who are parties to a XO flight services program agreement (including, without limitation, Select Access, Signature Preferred or Elite Access Membership Programs) ("Program Members") authorize XO to deduct the full amount of the Flight Invoice and any Flight Expenses from such Passenger's Membership Account Balance (as such term is defined in the applicable membership agreements) at the time of booking; except that any Flight Expenses not known at the time of booking shall be deducted when such amount is known. If a Booked Flight is canceled and cancellation fees apply, XO shall have the right to immediately deduct any applicable cancellation fees from the Program Member's Membership Account. In the event Program Member does not maintain a Membership Account Deposit or Program Member's Membership Account Balance contains insufficient funds to cover the amount of the Flight Cost, Flight Expenses or any applicable cancellation fees, Program Member authorizes XO to charge the full amount of the Flight Cost, Flight Expenses or any applicable cancellation fees to the credit card required to be provided by Program Member in connection with reserving the Booked Flight or already on file with XO ("Credit Card"). In the event Program Member's Membership Account Balance or Credit Card is declined for insufficient funds or otherwise, Program Member shall provide an alternative payment method immediately.

3.1.2 By Non-Program Members. By accepting these Charter Terms, Passengers who are not Program Members authorize XO to place a hold on such Passenger's Credit Card (as required to be provided at the time of reserving the Booked Flight or on file with XO) in the full amount of the Flight Invoice and any applicable Flight Expenses. The Credit Card will be charged in advance of the Booked Flight unless the Passenger submits a wire payment to XO pursuant to Section 3.1.3 below. In the event Passenger's Credit Card is declined for insufficient funds or otherwise, Passenger shall provide an alternative payment method immediately. Any Flight Expenses not known at the time the Credit Card is charged will be charged when such amount(s) is (are) known by XO. If a Booked Flight is canceled and cancellation fees apply, XO shall have the right to immediately charge the Credit Card in the amount of the applicable cancellation fees or withhold amount of cancellation fees from the

wire payment. Passenger represents to XO that he or she has full authority to utilize the Credit Card to reserve the Booked Flight and pay for the Flight Costs, Flight Expenses and any applicable cancellation fees and shall indemnify XO from any and all claims related to unauthorized use of the Credit Card for the Booked Flight by Passenger.

3.1.3 Wire Payments. If a Passenger elects to wire the payment of the Flight Costs and Flight Expenses for the Booked Flight, XO must receive the funds within five (5) days of the booking. In the event XO does not receive funds within five (5) days of the booking, Passenger authorizes XO to charge full amount of the Flight Invoice and all applicable fees to the Passenger's Credit Card or pursuant to alternative payment arrangements, if the credit card is declined or XO has otherwise agreed with the Passenger.

3.1.4 XO shall have no obligation to provide a Booked Flight without payment as provided in this Section 3.1.

3.2 Disputes.

3.2.1 By Non-Program Members. Passengers who are not Program Members must notify XO of a disputed charge within 15 days after the date of an invoice, receipt, bill or statement on which such charge(s) first appeared. After 15 days, the charges will be considered valid, final and undisputed. In the event that any sums due from Passenger to XO remain unpaid for more than 15 days beyond the date such sums were due to be paid, any outstanding sums shall be subject to interest at the lesser of 1.5% per month or the maximum amount of interest permitted by law. In the event that any form of payment provided by Passenger to XO is rejected and XO incurs any fees as a result of such rejection (e.g., insufficient funds), Passenger shall be responsible to reimburse XO promptly for all such fees incurred by XO. Passenger is liable for any and all fees, inclusive of reasonable attorneys' fees, that XO incurs to collect any outstanding amounts due to XO by Passenger.

3.2.2 By Program Members. Passengers who are Program Members shall have the right to dispute charges in the manner set forth in the Program Member's Program Agreement.

4. Cancellation Policy.

XO's cancellation policy for all Flight Services is described below.

4.1 **Shared Charter Flight Cancellation Policy.** On-demand shared Flight Services originated or created by Passengers for which Passenger agrees to the sale of individual seats by XO are XO Global LLC Public Charters, as defined by 14 CFR 380 ("**Shared Charter Flights**") and shall be subject to XO's Public Charter Operator Agreement, including the cancellation fees set forth therein. For the creator of a Shared Charter Flight, a cancellation fee of one-hundred percent (100%) shall apply for cancellations made following XO's sale of one or more seats on such Shared Charter Flight.

4.2 Whole Aircraft Charter Cancellation Policy for Select, Signature or Non-Members.

On-demand charter Flight Services for the whole capacity of the Aircraft (“**Whole Aircraft Charter Flight**”) operated by an Air Carrier other than XOJET Aviation, Talon Air or RWA shall be subject to the cancellation policy and any applicable cancellation fees described in **Exhibit A**, unless otherwise specified on the Flight Invoice. For Whole Aircraft Charter Flights operated by XOJET Aviation, Talon Air, or RWA for Select, Signature and non-Member Passengers the following cancellation provisions shall apply:

4.2.1 During Peak Travel Days (as listed in **Exhibit B**): Passengers will not be charged a cancellation fee for cancellations made greater than (i) 72 hours prior to the scheduled departure time for domestic U.S. flights departing on a Peak Travel Day and (ii) 120 hours prior to the scheduled departure time for international flights departing on a Peak Travel Day.

4.2.2 During Off-Peak Travel Days (as listed in Exhibit B):

- **4.2.2.1** Select Access and non-Member Passengers will not be charged a cancellation fee for cancellations made greater than 48 hours prior to the scheduled departure time for flights departing on an Off-Peak Travel Day
- **4.2.2.2** Signature Access Member Passengers will not be charged a cancellation fee cancellations made greater than 24 hours prior to the scheduled departure for flights departing on an Off-Peak Travel Day.

4.3 Whole Aircraft Charter Cancellation Policy for Elite Members. The following cancellation policy applies for the Whole Aircraft Charter Flights reserved by Elite Members:

EA Service Area and EA Extended Service Area Flights for which EA member provides the Minimum Booking Notice	Off-Peak Travel Days	Free > 72 hours prior to departure
	Peak Travel Days	Free > 120 hours prior to departure
Non-Qualifying Flights (i.e., booked at dynamic rates) as such term is defined in the Elite Access Membership Agreement	Flights reserved on XOJET Aviation, RWA or Talon Aircraft	100% of total price if cancelled less than 24 hours prior to departure on Off-peak Days or 72 hours prior to departure on Peak Days
	Flights reserved on any other Air	Cancellation fees described in Exhibit A will apply, unless

Carrier	otherwise specified on the Flight
Aircraft	Invoice.

4.4 XO reserves the right to treat no-shows as last-minute cancellations, whereby Passenger will be charged the full cost of the Booked Flight as indicated in the Flight Invoice. For the purposes of Whole Aircraft Charter Flight, a 'no-show' is defined as Passenger not arriving to the aircraft at least 10 minutes prior to boarding in possession of valid government-issued identification or the violation of any provision included in these Charter Terms, including the failure to timely submit a complete Health Declaration Form in accordance with Section 1.6 herein or provide a Written Verification, if applicable, that result in the denial of boarding. XO, at its sole discretion, may extend the no-show time for an on-demand Whole Aircraft Charter Flight in coordination with Passenger if operational restrictions allow.

4.5 Passengers who are not Elite Access Program Members agree to accept +/- three (3) hour flex departure window on Peak Days identified in **Exhibit B** as subject to adjustment and +/- one (1) hour flex departure time on all other Peak Days and Off-Peak Days. Passengers who are Elite Access Program Members agree to accept +/- three (3) hour flex departure window on the Peak Days identified as subject to adjustment in Exhibit B, in each case exercisable in XO's sole discretion.

4.6 Any Booked Flight that is not timely cancelled as provided in this Section 4 will be subject to a cancellation fee in the amount of one hundred percent (100%) of the cost of the Booked Flight set forth in the Flight Invoice.

4.7 Passenger agrees that XO shall have a right to deduct any cancellation fees (a) in the case of a Program Member as provided in Section 3.1.1. above, or (b) in the case of a Passenger as provided in Section 3.1.2 above.

5. Recovery Service.

Unless otherwise specified in the Program Agreement, if a Booked Flight is cancelled, interrupted or delayed for any reason other than Program Member delays, XO will use commercially reasonable efforts to arrange alternative service for Program Member in similar cabin class (such service, herein referred to as "**Recovery Service**") on an XOJET Aviation Aircraft (at no additional cost than as set forth in the original Flight Itinerary for the Booked Flight), or if an XOJET Aviation Aircraft is not available, an Other Air Carrier Aircraft (which may require the payment of additional fees). In the event Recovery Service is to be provided on an Other Air Carrier Aircraft, XOJET shall issue a new Flight Itinerary, Flight Invoice and Charter Terms (collectively "**Recovery Service Documentation**") for such Recovery Service and Program Member shall have the right to approve such Recovery Service (in the same manner as provided in these Charter Terms). If the Program Member agrees to a Recovery Service on an Other Air Carrier Aircraft, Program Member is

responsible for the cost of the Recovery Service set forth in the Recovery Service Documentation (inclusive of the Flight Cost and Flight Expenses for the Recovery Service) for such Recovery Service. Payment for the Recovery Service shall be made pursuant to Section 3.1. In the event a Booked Flight involves multiple Flight Segments, some of which were cancelled, interrupted, or delayed by XO or Air Carrier for any reason other than Program Member delays, Passenger will be charged only for the Flight Segments performed and the applicable Recovery Service will be only for the Flight Segments that were cancelled, interrupted or delayed.

6. Force Majeure Cancellation by XO or Air Carriers.

Neither XO nor Air Carrier is liable for the delay or failure to provide an Aircraft or perform the Flight Service when such delay or failure is caused by Force Majeure. "Force Majeure" means an act of God, strike or lockout or other labor dispute, act of a public enemy, war (declared or undeclared), terrorism, public health concern, positive diagnosis of a communicable disease such as but not limited to COVID-19, quarantine (whether declared by a national authority or by an international organization such as the United Nations), blockade, revolution, civil commotion, fire, any weather-related event affecting safety of flight, flood, earthquake, explosion, governmental restraint, embargo, mechanicals, inability to obtain or delay in obtaining equipment, parts, or transport, inability to obtain or delay in obtaining governmental approvals, permits, licenses, or allocations, and any other cause outside of the complete control of XO or Air Carrier, as applicable, whether or not of the kind specifically listed above. In addition, Passenger understands and agrees that when, in the sole discretion of an Air Carrier or the pilots of an Aircraft, safety may be compromised, XO, the Air Carrier or the Air Carrier crew may cancel a Flight Service, refuse to commence a Flight Service, or take other necessary action without breaching its duties or obligations to Passenger or be liable for any loss, injury, damage, or delay. Notwithstanding the above, in the event a Whole Aircraft Charter Flight is cancelled as a result of events outlined above, XO will provide Recovery Service options in the manner outlined in Section 5 above.

7. Transportation of Pets and Service Animals.

7.1 Shared Charter Flights. Passenger and Passenger's guests are not allowed to transport pets on any Shared Charter Flights. Only service animals as provided in the XO Pet Regulations (available upon request) will be permitted aboard any Shared Charter Flights. Passenger shall notify XO as soon as possible, but not less than 48 hours prior to their flight departure time, if they will be bringing a service animal aboard a Shared Charter Flight. Unauthorized transportation of pets on Shared Charter Flights will result in \$1,000 fine and cleaning fees that will be charged to Passenger's as provided under the heading "Payment

Terms" above. If a Passenger violates the pet policy outlined in this paragraph, Passenger agrees to payment of such fine and the cleaning fee.

7.2 Whole Aircraft Charter Flights. Passengers on Whole Aircraft Charter Flights shall be solely responsible for the care, custody and control of any pet accompanying the Passenger on any Booked Flight Services, shall adhere to the XO Pet Regulations and any instructions provided by the Air Carrier crew regarding such care, custody and control of such pet and shall be responsible for any damages, injuries or loss caused by such pet during any such Flight Services.

7.3 Cleaning Fees. XO reserves the right to charge Passenger cleaning fees for transportation of service animals if such fees are imposed on XO by an Air Carrier.

8. Rules of Conduct.

XO requires all Passengers and their guests to strictly adhere to the **Passenger Regulations and Rules of Conduct** available at www.flyxo.com in order to ensure a safe, friendly and respectful experience on flights arranged by XO.

9. Insurance.

XO does not own or operate any Aircraft on which the Flight Services are performed and does not carry any aviation insurance. Passenger understands and agrees that it is the sole responsibility of the Air Carrier to maintain aviation liability insurance coverage. XO maintains non-owned aircraft liability insurance in an amount not less than \$300,000,000 per occurrence, personal injury coverage of \$25,000,000 per occurrence and in the aggregate, and \$25,000 per seat (\$7,500,000 per occurrence) in coverage for each passenger's personal effects.

10. Limitation of Liability.

Except as set forth in a Program Member's Program Agreement, the following limitations of liability shall apply:

10.1 Passenger understands and agrees that XO is not liable for any injury, damage, loss, expense, special or consequential damages, or any other irregularity caused by the defect of any Aircraft or conveyance, or the negligence of any Air Carrier or other company or person engaged providing or carrying out the arrangements for Passenger's Flight Service or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, public health concern, quarantine (whether declared by a national authority or by an international organization such as the United Nations, or any similar cause. In any case, XO's liability shall, for a Passenger (i) who is not a Program Member be limited to the

amount paid by Passenger to XO, and (ii) who is a Program Member be limited as provided in the Program Member's Program Agreement.

10.2 PASSENGER AGREES TO ACCEPT THE PROCEEDS OF THE INSURANCE MAINTAINED BY AIR CARRIER AS THEIR SOLE RECOURSE AGAINST AIR CARRIER FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE) TO ANY PASSENGER; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF AIR CARRIER'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.3 IN ALL CASES AND UNDER ALL CIRCUMSTANCES, NEITHER AIR CARRIER OR XO SHALL IN ANY EVENT BE LIABLE TO PASSENGER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, VALUE, REVENUE, BUSINESS OPPORTUNITIES, PERSONAL INJURY OR PROPERTY DAMAGE AND THE LIKE, UNDER ANY CIRCUMSTANCES OR FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY DELAY OR FAILURE TO FURNISH ANY AIRCRAFT CAUSED OR OCCASIONED BY THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF AIR CARRIER (REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), EVEN IF ANY SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

10.4 XO SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) PASSENGER'S USE OF OR RELIANCE ON THE SERVICES OR PASSENGER'S INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN PASSENGER AND ANY THIRD PARTY PROVIDER, EVEN IF PASSENGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT XO HAS NO RESPONSIBILITY OR LIABILITY TO PASSENGER RELATED TO ANY GOODS OR LOGISTICS SERVICES PROVIDED TO PASSENGER BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE CHARTER TERMS.

10.5 The limitations and disclaimers in this section do not purpose to limit any liability or alter any rights of the Passenger, as a consumer, that cannot be excluded under applicable law.

11. Indemnity.

Passenger agrees to indemnify and hold XO and its affiliates and their officers, directors, managers, employees, and agents ("**Indemnified Party**"), harmless from and against any and all claims, loss, damage, demands, losses, liabilities, injury or expense (including

attorneys' fees), that the Indemnified Party incurs arising out of or in connection with Passenger's gross negligence, willful misconduct, violation of the rights of any third party (including other Passengers) or third party goods or services providers; provided, however, that Passenger shall not be liable for the indemnification of any losses, costs, damages, injuries, or expenses arising out of the Indemnified Party's gross negligence, willful misconduct, or breach of these Charter Terms.

12. Identification and Documentation.

In accordance with the United States Transportation Security Administration ("TSA") regulations and other Governmental regulations, Passenger is required to comply with all TSA regulations, and will be required to present valid identification prior to departure for all flights. For international flights, Passenger must have a valid passport in his or her possession as well as any required visas or entry documentation. Air Carrier has the right to refuse boarding to any person without the required documentation or as a result of non-compliance with TSA or other government regulations without recourse or further obligation to Passenger by the Air Carrier or XO.

13. Governing Law; Dispute Resolution.

13.1 This Agreement and all the rights of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Florida without reference to the conflict of law principles of any jurisdiction.

13.2 **Any claim or dispute between the parties and/or against any agent, employee, successor, or assign of the other, whether related to these Charter Terms or the relationship or rights or obligations contemplated herein, including the validity of this clause, shall be resolved exclusively by binding arbitration by the American Arbitration Association, under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect, by a sole arbitrator. The place of arbitration shall be Broward County, Florida. The existence and content of the arbitration proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitration proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration.**

13.3 **ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR**

ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. THE ARBITRATOR'S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN PASSENGER AND XO ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. NO ARBITRATION AWARD OR DECISION WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION IN THESE CHARTER TERMS AND WITHOUT WAIVING EITHER PARTY'S RIGHT OF APPEAL, IF ANY PORTION OF THIS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THE ARBITRATION PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT.

14. Privacy of Passenger Data.

XO collects and utilizes information specific to Passenger and its guests ("**Passenger Information**") according to the Privacy Policy that is incorporated in full by this reference and available at [FLYXO.com](https://flyxo.com). XO may use Passenger Information to check the credit of Passenger in connection with its invoice collection efforts or to check the credit of Passenger and perform criminal and other background searches of Passenger or its guests against, including but not limited to, the National Criminal Database, Global Watch List, National Sex Offender Database, Federal International Criminal Database and the Office of Foreign Assets Control Sanctions List in connection with evaluating whether to accept Passenger's business. For more information about XO's use of your data, please contact GDPR@xojet.com.

15. Passenger Representations.

Passenger, which for purposes of this section includes its employees, agents, affiliates, and guests (together, for the purposes of this Section, "Passenger") hereby represent, warrant, and agree that: (i) Passenger is not a sanctioned entity or individual, Designated Party, or otherwise the subject or target of any economic, export, or trade sanction law, or regulation or travel ban, or is or could be designated as a terrorist, a foreign terrorist organization, an organization that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker, or any other similar designation that would prohibit XOJET Aviation or Other Air Carrier from transacting with Passenger under applicable law; (ii) Passenger will promptly notify XO in writing should it know, or have reason to know, of any change or potential change in status under this Section; (iii) Passenger shall honor all applicable laws; (iv) funds paid to XO by Passenger are not derived from illegal acts; (v) XO may be required by law to block, freeze, and/or remit funds, which it will do without liability to Passenger; (vi) Passenger will promptly provide to XO accurate information and documentation reasonably requested to assess compliance with

this Section, and authorizes XO to perform screening and/or background checks; and (vii) without prejudice to all of XO's other rights under these Charter Terms, the Program Agreement, and at law, (a) XO may terminate this Program by means of written notice to the Passenger, with immediate effect, without need of judicial recourse, and without liability for compensation or damages (direct or indirect) of any type or nature, in the event that Passenger breaches this Section, makes misrepresentations regarding legal compliance, becomes a sanctioned or Designated party, is convicted or adjudicated of a an offence in any jurisdiction that is related to human rights violations, terrorism, drug trafficking, financial impropriety, or could otherwise bring XO into disrepute or is prejudicial to XO's interest, or XO or Air Carriers are otherwise unable to transact with Passenger under law, and (b) Passenger assumes all liability and shall in perpetuity, beyond the expiry of this Program, indemnify, reimburse, and hold free and harmless XO, its officers, directors, shareholders, employees, agents, affiliates, and subcontractors from and against any and all related claims, suits, losses, costs, and liabilities.

16. Electronic Signature.

16.1 By purchasing a flight through the XO mobile application, the XO software, XO's website(s) or through an aviation specialist and selecting the "I Accept" button, Passenger accepts and agrees to these Charter Terms electronically.

16.2 Passenger agrees that their electronic signature is the legal equivalent of their manual signature and that they will be legally bound by these Charter Terms. Passenger agrees to pay XO in full for any invoiced amount upon providing their electronic signature.

17. Miscellaneous.

XO Global LLC is registered with the State of Florida as a Seller of Travel. Registration No. ST42114.

Exhibit A*

Flight Type	Days* Prior to Departure	Cancellation Charges
Round Trip (Peak and Non-Peak Days)**	22+	No charge; fully refundable

Flight Type	Days* Prior to Departure	Cancellation Charges
	8-21	30% of total price (taxes and fees excluded)
	5-7	50% of total price (taxes and fees excluded)
	4	70% of total price (taxes and fees excluded)
	3 or less	100% no refund
One-Way (Peak and Non-Peak Days) ***	Any time	100%; no refund

*1 day is equal to one 24-hour period.

** Multi-leg flight itineraries for which the departure location of the first Flight Segment and the arrival location of the final Flight segment are the same shall be considered round trip flights.

*** Multi-leg flight itineraries for which the departure location of the first Flight Segment and the arrival location of the final Flight segment are not the same shall be considered one-way flights.

EXHIBIT B*

PEAK TRAVEL DAYS

Fig. 1 – Peak Travel (Non-members, RISE and Select Access Program Members)*

Month	Day(s) North America	Day(s) Europe	Day(s) Asia Pacific	Day(s) Middle East
January	1, 2*, 3*, 18	1-3	1-5	1-3

Month	Day(s) North America	Day(s) Europe	Day(s) Asia Pacific	Day(s) Middle East
February	11*, 12*, 15*, 16	12, 14, 15	5-20	-
March	14, 20, 21, 27, 28	-	-	-
April	4, 5, 8, 11	1-5	3-6	-
May	-	28, 30	-	12-13
June	-	-	26-28	-
July	-	16, 18, 23, 25	-	19-22
August	-	-	-	-
September	-	-	19-25	-
October	-	-	-	-
November	20, 21, 23, 24, 27, 28*	-	-	-
December	17*, 18*, 19, 25, 26*, 27*, 28	25-27	24-26	24-26

*These Peak Days are subject to departure time flexibility of up to +/- 3 hours for non-members, RISE and Select Access Program Members pursuant to paragraph 4.4 of the Charter Terms,

Fig. 2 – Peak Travel (Signature and Elite Access Program Members)

Month	Day(s) North America	Day(s) Europe	Day(s) Asia Pacific	Day(s) Middle East
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Month	Day(s) North America	Day(s) Europe	Day(s) Asia Pacific	Day(s) Middle East
January	1, 2*, 3*, 17	1-3	1-5	1-3
February	17*, 18*, 21*, 22	12, 14, 15	5-20	-
March	-	-	-	-
April	17	1-5	3-6	-
May	-	28, 30	-	12-13
June	-	-	26-28	-
July	-	16, 18, 23, 25	-	19-22
August	-	-	-	-
September	-	-	19-25	-
October	-	-	-	-
November	22, 23, 26, 27*	-	-	-
December	17*, 18, 25, 26*, 27*, 28	25-27	24-26	24-26

*These Peak Days are subject to departure time flexibility of up to +/- 3 hours for Signature and Elite Access Program Members pursuant to paragraph 4.4 of the Charter Terms.

Last updated **Oct 15, 2021**