

# JET TRIPPER

## TERMS & CONDITIONS

Last updated: 01 October 2014

These terms and conditions (the "Terms") are applicable to the website Jettripper.com which is a subsidiary of Jet Vision BV, a limited liability company with an address at Kristallaan 3 E, 4761 ZC, Zevenbergen, The Netherlands ("Jettripper.com" or "we") located at www.Jettripper.com (the "Website") and to any service rendered by Jettripper.com on the Website (the "Service").

These Terms together with the Privacy and Cookies Policy and/or any other regulations published on the Website by Jettripper.com from time to time constitute an agreement between Jettripper.com as the Service provider and you as the user of the Website ("you") on accessing and/or using the Website, the materials provided on or through the Website (the "Materials") and the Service.

You agree that your access to and use of the Website and the Service are governed by these Terms unless specifically stated otherwise. By accessing and/or using the Website and the Service you unconditionally agree to the Terms and to abide by all rules, terms, conditions, restrictions and notices in the Terms (and any future amendments and additions to the Terms as published from time to time. Non-acknowledgement by you of the Terms does not discharge you from the liability for any breach. Violation of the Terms will result in termination of your account.

Jettripper.com reserves the right to modify the terms and conditions of the Terms at any time. The revised Terms supersede all previous notices or statements regarding the Website. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on the Website prior to the change becoming effective. If you continue to access and/or use the Website after the effective date of such changes, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the Terms as changed.

We encourage you to periodically review this page for the latest information on the changes to the Terms.

## 2. SCOPE OF SERVICE

Jettripper.com is a leading global provider of air charter search services, serving thousands of users every month with instant online comparisons for thousands of flights on over a thousand operators. When our users find a deal they want, we connect them to the relevant air carrier operator to make a booking direct with that third party. We do not take bookings ourselves or hold any details of payments. Jettripper.com does not provide air carrier services and is not a registered air carrier. It is up to the third party air carrier operator to offer air charter services, which may be scheduled through use of the service. Jettripper.com offers information and a method to obtain such third party air charter services, but does not and does not intend to provide air charter services or act in any way as a registered air carrier, and has no responsibility or liability for any air charter services provided to you by such third parties.

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Through the website, we (Jettripper.com and its affiliate (distribution) partners) provide an online platform through which all types of aviation charters services (for example Business Jets, Passengers Airlines, Air Cargo Airliners, Aircraft leasing providers and & Air Ambulances air charter providers, collectively the "operators"), can advertise their services for reservations, and through which visitors to the website can make such reservations. By making a reservation through Jettripper.com, you enter into a direct (legally binding) contractual relationship with the air charter provider at which you book. From the point at which you make your reservation, we act solely as an intermediary between you and the provider, transmitting the details of your reservation to the relevant air charter provider and sending you a confirmation email for and on behalf of the air charter operator.

By making a reservation with an operator, you accept and agree to the relevant cancellation and no-show policy of that operator, and to any additional (delivery) terms and conditions of the operator that may apply to your reservation or during your travel, including for services rendered and/or products offered by the operator (the delivery terms and conditions of an operator can be obtained with the relevant operator. Please note that you may be charged for your cancellation in accordance with the operator's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the operator carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.

When rendering our services, the information that we disclose is based on the information provided to us by air charter operators. As such, the air charter operators are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on our website. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each air charter operator remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our website. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any air charters made available.

By completing a booking confirmation, you agree to receive (I) an email which we may send you shortly prior to your arrival date, giving you information on your destination and providing you with certain information and offers (including third party offers to the extent that you have actively opted in for this information) relevant to your reservation and destination, and (II) an email which we may send to you promptly after your flight inviting you to complete our satisfaction form.

The service is made available for personal and non-commercial use only. Subject to the license granted under these Terms, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any Materials or other content and information, software, products or services available on the Website for any commercial or competitive activity or purpose. You may not use the Service to distribute unsolicited email ("spam") or malicious content such as

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viruses or worms. You may not exploit the Service to access unauthorized information.

For the avoidance of any doubt, the Service is free of charge. You will pay for the Operator's services under the respective agreement with the Operator.

Jettripper.com has the right to establish any restrictions of the use of the Website and the Service. You shall access and/or use the Website and the Service solely for legal purposes as described in these Terms and in compliance with all applicable legislation. Jettripper.com reserves the right to refuse Service to anyone and to remove content or Materials for any reason whatsoever in its sole discretion.

Jettripper.com has the right to suspend, terminate, modify or delete your account with or without notice to you, at any time for any reason or for no reason, including without limitation, for violation of the Terms. Upon termination, your right to use the Website and the Service will immediately cease.

In order to access certain areas of the Website or use the Service on the Website, you shall provide us with certain information about you. Providing us with such information is your choice.

Without limiting the terms of the Privacy Policy, you understand that we do not guarantee that your use of the Website and/or the Service will be private or secure, and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Website and the Service. Jettripper.com is not liable for any damage or loss due to unauthorized account access resulting from your actions.

### 3. use of the service by minors

The Service is not intended for children under the age of eighteen (18). By using the Service, you represent and warrant that you are at least eighteen (18) years old and that you have the right, authority and capacity to enter into such agreements as the Terms and to abide by the terms and conditions thereof. If Jettripper.com reveals that the Service is used by the minor, Jettripper.com may prohibit such user from using the Service in its sole discretion at any time, and is not liable for any damage or loss resulting from such prohibition.

Jettripper.com recommends that the Internet browsing behavior of any child or other individual user should be carefully supervised by a responsible adult at all times.

### 4. privacy and cookies

Jettripper.com respects your privacy. Please take a look at our [privacy and cookies policy](#) for further information.

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## 5. The software

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## 6. The materials

You acknowledge that the Materials are protected by copyrights, trademarks, patents and other proprietary rights owned by Jetripper.com and/or its licensors, including rights to the selection, coordination, arrangement and enhancement of such Materials, and that these rights are valid and protected under any applicable laws.

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## 7. Protection of intellectual property rights and the trademarks

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, transmit, reverse engineer, frame, reproduce, download, scrap, decompile or disassemble or otherwise exploit in whole or in part the Service, the Materials and the Software, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Jetripper.com or its licensors, except for the rights expressly granted in these Terms.

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## 8. Inaccuracies, system outages and internet delays

A possibility exists that the Website (including the Materials) could include inaccuracies, errors or information or materials that violate the Terms. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Website. Although

Jettripper.com attempts to ensure the integrity of the Website, we make no guarantees as to the Website's completeness or correctness.

In the event that a situation arises in which a Website's completeness or correctness is in question, you shall contact us at [admin@Jettripper.com](mailto:admin@Jettripper.com) (with the subject line "Inaccuracies in Website") with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Website at issue, as well as information sufficient to enable us to contact you.

Jettripper.com periodically schedules system downtime for the Website for maintenance and other purposes. Additionally, unplanned system outages may occur. Jettripper.com has no responsibility and is not liable for:

- (a) the unavailability of the Website or the Software;
- (b) any loss of the Materials, data, or any other information or materials caused by such system outages;
- (c) the resultant delay, mis-delivery or non-delivery of data, or any other information or the Materials caused by such system outages; or
- (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Website, any Internet service providers or any Internet facilities and networks.

The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Jettripper.com is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## 9. Disclaimers

The websites, the software and the materials are provided "As is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, jettripper.com and its affiliates, licensors suppliers, advertisers, sponsors and agents, disclaim all

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warranties, express or implied, including without limitation, implied warranties of title, non-infringements, accuracy, merchantability and fitness for a particular purpose, and any warranties that may arise from course of dealing, course of performance or usage of trade.

Jettripper.com and its affiliates, licensors, suppliers, advertisers, sponsors and agents do not warrant that our use of the website, the software of the materials will be uninterrupted, error-free or secure, that defects will be correct, or that the website (or any part thereof including the materials), the server(s) on which the website is hosted or any software are free of viruses or other harmful components.

No opinion, advice or statement of Jettripper.com or its affiliates, licensors, suppliers, advertisers, sponsors, agents, members or visitors, whether made on the website, in the materials or otherwise, shall create any warranty.

Your use of the website, the software and any materials and services provided through the website are entirely at your own risk.

## 10. Limitation of Liability

Neither jettripper.com nor any of our subsidiaries, affiliates, licensors, suppliers, advertisers or sponsors, nor our or their directors, officers, employees, consultants, agents or other representatives, are responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages (including without limitation, damages for loss of business, loss of data or lost profits), under any contract, negligence, strict liability or other theory arising out of or relating in any way to the website and/or services offered on the website, or any service purchased, accessible or usable through the website. Your sole remedy for dissatisfaction with the website, software, materials, products or any linked website is to stop using the website, software, materials, products or linked website, as applicable. The sole and exclusive maximum liability to jettripper.com for all damages, losses and causes of action, whether in contract, tort (including without limitation, negligence) or otherwise, shall be the total amount paid by you to jettripper.com, if any, to access or use the website. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. No communication of any kind between you and jettripper.com or a representative of jettripper.com constitutes a waiver of any limitations of liability hereunder or creates any additional warranty not expressly stated in the terms.

Jettripper.com may introduce you to third party air carrier charter operator for the purposes of providing air charter services. We will not assess the suitability, legality or ability of any third party air carrier charter operator and you expressly waive and release Jettripper.com from any and all liability, claims or damages arising from or in any way related to the third party air carrier charter operator. Jettripper.com will not be a party to disputes, negotiations of disputes between you and such third party air carrier charter operators. We cannot and will not play any role in managing payments between you and the third party air carrier charter operators. Responsibility for the decisions you make regarding services offered via the service (with all its implications) rests solely with you. We will not assess the suitability, legality or ability of any such third air carrier charter operators and you expressly waive and release Jettripper.com from any and all liability, claims, causes of action, or damages arising from your use of the service, or in any way related to the third air carrier charter operators introduced to you by the service.

The quality of the air charter services scheduled through the use of the service is entirely the responsibility of the third party air carrier charter operator who ultimately provides such

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transportation and air charter services to you. You understand, therefore, that by using the service, you may be exposed to air charter services that are potentially dangerous, offensive, harmful to minors, unsafe or otherwise objectionable, and that you use the service at your own risk.

## 11. indemnification

You agree to indemnify, defend and hold harmless Jettripper.com, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, from and against any and all claims, damages, losses, costs (including without limitation, reasonable attorneys' fees and expenses) and other expenses that arise directly or indirectly out of or from: (a) your breach (including through use of your username, whether or not by you) of the Terms; (b) your access to and use of the Website, the Software or the Materials.

## 12. governing law and dispute resolution

When using the Service you agree to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Website and the Service.

These Terms shall be governed by and construed in accordance with the laws of Breda, The Netherlands, giving no effect to principles of conflicts of law. You agree that any dispute over the Service or these Terms will be subject to the exclusive jurisdiction of the federal courts of THE NETHERLANDS, and you agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable claim or action.

## 13. miscellaneous

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Breda, the Netherlands. If any provision of the Terms is found to be unlawful, void or for any reason unenforceable under any applicable legislation, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. The original English version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our website (by selecting English language) or shall be sent to you upon your written request. If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions. The Terms are not assignable, transferable or sub-licensable by you except with Jettripper.com's prior written consent but may be assigned without your consent by Jettripper.com to (I) a parent or subsidiary, (II) an acquirer of assets, or (III) a successor by merger. Any purported assignment in violation of this section shall be void.

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No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

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