# Operator-Participant Contract

This Operator-Participant Contract ("Agreement") sets forth the terms and conditions under which **JetSuiteX, Inc. ("JSX" or "Operator"), 7201 Lemmon Avenue, Dallas, TX 75209**, a Public Charter operator, agrees to provide you ("Participant" or "You") with Public Charter air transportation ("Charter") performed by Delux Public Charter, LLC d/b/a JSX Air ("Delux" or "Carrier"), a direct air carrier, in return for payment in the amount indicated as the total Charter price. As between You and Delux, the Delux *Contract of Carriage* applies in addition to this Agreement and establishes a separate contract between Participant and Carrier.

The **Origin** and **Destination** cities for each flight leg, the **dates** of each flight, and the **amount** and **terms for payment** will be stated in text or made accessible via hyperlink on the Charter purchase electronic receipt, which is incorporated herein by reference.

1. Air Carriers and Aircraft

   The Charter will be performed using Embraer EMB-135, EMB-145, or ATR 42 aircraft with thirty (30) seats, operated by Delux, which is a direct air carrier certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 135. JSX reserves the right to change aircraft type, aircraft capacity, or the air carrier performing the Charter flight. Refunds and/or compensation will not be given for such substitutions or changes.

   a. Participant is not guaranteed single-plane or non-stop service. If necessary, JSXwill make best efforts to provide substitute service at comparable departure times, subject to operational constraints. JSX also reserves the right to substitute scheduled air service when necessary at no additional cost to Participant. If JSX knows in advance about the need for substitute service, Participant will be notified no less than 72 hours prior to departure or as soon as the need for substitute service is known, and the Participant may either accept the scheduled service or request a full refund of the Charter price within 48 hours of notification. Refunds shall only be returned to Participant's original form of payment.

2. Charter Price

   a. The Charter price quoted to Participant includes the price for air transportation and all applicable government-imposed taxes and user fees for the itinerary booked with JSX. No refund(s) will be granted for services included in the ticket price, but which Participant chooses not to use, except as expressly provided for herein.

3. Reservations and Payment

   a. Full payment and acceptance of this Agreement are required to secure and confirm tickets. A valid credit card is the only form of payment accepted by JSX.

   b. **Payments are processed directly into JSX's escrow account at its depository bank, First Foundation Bank**. When travel is booked by Participant through a retail travel agent or authorized seller, payments may be made to the agent or authorized reseller, which must in-turn make payment to the depository bank, First Foundation Bank.

   c. New reservations made with JSX by phone are subject to a twenty-dollar ($20) phone reservation fee per Participant per flight segment. Fares for reservations made via jsx.com, the JSX mobile app, or by calling JSX also include a JSX-imposed technology fee of twenty-five dollars ($25) per Participant per flight segment. No technology fee will be charged for reservations purchased in person with a JSX agent at a JSX station.

   d. All reservations are confirmed and delivered electronically to the email address(es) provided by Participant or agent acting on behalf of Participant.

   e. No reservation shall be considered a confirmed reservation unless purchase is completed at least twenty (20) minutes prior to scheduled departure and payment in full has been collected and received. No reservation, paid by any means JSX accepts, shall be considered a confirmed reservation if the transaction

is not accepted by JSX for any reason, including but not limited to the circumstances identified in paragraph (f), below, whether or not Participant is notified that the reservation has been canceled.

f. Except as otherwise prohibited by applicable law, JSX reserves the right to cancel a confirmed reservation, without refund or recourse, to any Participant suspected of making or confirmed to have made an abusive or fraudulent booking, at the sole judgment of JSX. Examples of fraudulent and abusive bookings include, but are not limited to:

i. A Participant who books a confirmed reservation with the intention of reselling their purchase for the purpose of financial gain and who is not an authorized agent of JSX; and/or

ii. A Participant who books Refundable (All In) confirmed reservations for multiple flights on the same route, same direction of travel, on the same or successive calendar days with the intent to cancel unused confirmed reservations; and/or

1. A Participant who books a Refundable (All In) confirmed reservation and a ticket on a space-available non-revenue basis with the intent to cancel their Refundable (All In) confirmed reservation for the purpose of utilizing reduced or complimentary travel as part of a qualified non-revenue program.

iii. Where fraudulent or abusive booking behavior has been identified, Participant shall not be entitled to compensation or recourse in accordance with applicable fare rule(s); the parameters within this section shall supersede and JSX may act, at its own reasonable discretion, with any of the following measures, in any combination:

1. Participant's confirmed reservation may be canceled without refund; and/or

2. Participant may be permanently uninvited to travel with JSX; and/or

3. Participant may be reported to their employer in the event of a staff travel or travel benefit violation; and/or

4. JSX may refer the matter to law enforcement and/or pursue all available legal remedies.

4. Itinerary Changes and Cancellations

Policies governing Changes, Cancellations, and Refunds are specific to fare rules disclosed and agreed upon when purchasing Charter flight. The right to refunds if the Participant changes plans is limited.

a. Non-Refundable Fares (“Hop On”):

i. Changes: For bookings made through the JSX website, JSX mobile app, through the JSX call center, or in person with a JSX agent. Non-refundable fares (Hop On) may be changed more than thirty (30) days before the scheduled departure time of the originally ticketed flight, subject to availability, without a change fee, and may be changed thirty (30) days or less before the scheduled departure time of the originally ticketed flight, subject to availability, for a fifty-dollar ($50.00) change fee per Participant, per flight segment. For bookings made through third-party external booking channels (including, without limitation, travel agencies) non-refundable (Hop On) fares may be changed at any time prior to the scheduled departure time of the originally ticketed flight for a fifty-dollar ($50.00) change fee per Participant, per flight segment. In all cases, Participants will be responsible for any and all applicable difference in fare between the original and modified bookings.

ii. Cancellations: For bookings made through the JSX website, JSX mobile app, through the JSX call center, or in person with a JSX agent. Non-refundable fares (Hop On) may be canceled no later than one (1) hour prior to the applicable flight's scheduled departure time. If the cancellation is made more than thirty (30) days before the departure time of the originally ticketed flight, the value of canceled ticket(s) shall be retained by Participant as a Credit Shell to be used for future travel on Carrier, pursuant to all Credit Shell terms and conditions. If the cancellation is made between thirty (30) and seven (7) days before the departure time of the originally ticketed flight,

the value of the canceled ticket(s) shall be retained by Participant as a Credit Shell to be used for future travel on Carrier, pursuant to all Credit Shell terms and conditions, less a seventy-five dollar ($75.00) cancellation penalty per Participant, per flight segment. If the cancellation is made less than seven (7) days before the departure time of the originally ticketed flight, the value of the canceled ticket(s) shall be retained by Participant as a Credit Shell to be used for future travel on Carrier, pursuant to all Credit Shell terms and conditions, less a one-hundred and fifty-dollar ($150.00) cancellation penalty per Participant, per flight segment. For bookings made through third-party external booking channels (including, without limitation, travel agencies) non-refundable (Hop On) fares may be canceled no later than one (1) hour before the scheduled departure time of the originally ticketed flight, and the value of the canceled ticket(s) shall be retained by Participant as a Credit Shell to be used for future travel on Carrier, pursuant to all Credit Shell terms and conditions, less a one-hundred dollar ($100) cancellation penalty per Participant, per flight segment. In all cases, taxes and fees will be included as part of the Credit Shell value where permitted by applicable law. Taxes and fees are not refunded except when/where required by applicable law upon written request by Participant. Failure to cancel a non-refundable reservation at least one (1) hour prior to scheduled departure of the originally ticketed flight will result in forfeiture of fare.

iii. 24 Hour Policy: JSX will allow a Charter reservation in a non-refundable class of service to be refunded to the original form of payment without cancellation penalties if the cancellation is made within the first twenty- four (24) hours after booking and the applicable flight is not within twenty- four (24) hours of booking. Charter reservations made for flights scheduled to depart less than twenty-four (24) hours after time of reservation are non-refundable and standard “Hop On” change and cancellation rules apply.

iv. Notwithstanding anything in this subsection 4.a. to the contrary, a Participant who wishes to cancel a non-refundable fare, including a Participant ticketed under a group reservation made under section 5 herein, shall be eligible for a full refund upon providing a substitute participant to JSX (either directly or through an authorized sales agent), or if Participant is substituted for by another participant found by JSX, in either case subject to the name change procedure set forth in subsection 4. d., including the $25 administrative fee assessment therein. JSX shall be under no obligation to identify an individual to serve as a substitute for Participant.

b. Refundable Fares (“All In”):

i. Changes: Refundable fares (All In) may be changed at any time prior to the scheduled departure time of the original flight, subject to availability, without the assessment of a change fee. A Participant ticketed in a refundable class of service (All In) must pay any applicable difference in fare. Failure to change a refundable reservation prior to scheduled departure of the originally ticketed flight will result in forfeiture of fare.

ii. Cancellations: Refundable fares (All In) must be canceled prior to the original flight's scheduled departure time to receive a full refund. Failure to cancel a refundable reservation prior to scheduled departure of the originally ticketed flight will result in forfeiture of fare.

iii. Refunds: Refunds pursuant to the terms of this Section will be made by JSX to Participant's original form of payment. When a portion of the itinerary has been flown, the refund will be made in the amount equal to the applicable fare (less applicable discounts) for the unflown portion of the trip canceled or not operated as scheduled by JSX.

c. Combined Fare Types On Same Reservation:

i. Where legs of an itinerary are ticketed in different classes of service (e.g., one leg in Hop On and one leg in All In), the refund, change and cancellation policies specific to each class of service will apply to the segment/flight ticketed in that category. Purchasing one leg as a refundable fare and one leg as a non-refundable fare in the same itinerary does not make the entire reservation refundable.

d. Name Changes:

i. Name changes are permitted until one (1) hour prior to scheduled departure of the first flight on a Participant's Charter itinerary. Names cannot be changed on an itinerary where the first segment has already been flown.

ii. Name changes can only be made by contacting JSX's Customer Support phone line at (800) 435-9579 and providing the updated full legal name, date of birth, and other information necessary to clear the Participant for travel.

iii. Non-refundable fares (Hop On) will incur a $25 administrative fee per Participant name change. This fee is waived for refundable (All In) fares. Group bookings are subject to the terms and conditions outlined in Section 5.

e. Credit Shells and Vouchers:

i. Credit Shell: A Credit Shell issued to a Participant is valid for one (1) year from the original date of ticket purchase stated on the Charter itinerary and must be applied toward a new booking during its validity period. Any residual amount not so used by the end of the validity period shall be forfeited and have no value. The value of the Credit Shell is transferable and may be used to book a new reservation on JSX in the name of the Participant or in the name of another person designated by the original Participant. Rebooking can be completed by contacting JSX's Customer Support phone line at (800) 435-9579 or, for certain Credit Shells, by visiting *www.jsx.com*.

ii. Vouchers: Unless otherwise noted on the voucher terms and conditions or via other notification or communication from JSX, a voucher is considered valid and available for use for up to three hundred sixty-five (365) days from the date of issuance. The voucher must be used in its entirety (with travel booked, flown and completed) during its validity period. Vouchers are non-transferable unless otherwise provided by JSX.

f. Other Fare Provisions

i. Transportation is subject to the fares, taxes, and charges in effect on the date and at the time the reservation was made.

ii. If a reservation has been confirmed and ticket issued before an increase in the advertised fare becomes effective, the reservation shall be honored for transportation as purchased.

iii. If the fare for a non-refundable ticket decreases after a confirmed reservation has been made and e-ticketed, Participant shall not be entitled to a refund, flight credit, or other adjustment to the fare paid.

iv. Fares apply only between the origin and destination points named and via the routing as shown on the ticket and are not applicable to or from intermediate points.

v. JSX has non-refundable ("Hop On") fares and refundable ("All In") fares. Different fare types may not be available on all flights. Refundable fares are not available for group reservations (Reference Section 5 herein for details).

vi. Except where otherwise required by applicable law, Passengers who build their own connections on the same or separate confirmed reservations, from any source including JSX's own website, app, or staff, are not entitled to compensation, protection, or re-accommodation in the event that a subsequent flight is missed due to delay or cancellation of another flight, regardless of reason.

vii. JSX does not offer special fares or discounts for infants occupying their own seats, children, senior citizens, military personnel, or any other category of Passenger.

viii. Where a refund is due under this Section 4, the refund shall be provided to the original form of payment within fourteen (14) days of JSX's receipt of the refund request.

5. Group Reservations

Group reservations must be made through JSX's Group Desk, which can be contacted at *groupbooking@jsx.com*. Group reservations are not eligible to purchase refundable (All In) fares and are subject to cancellation and refund policies unique to group reservations as defined below:

a. Fare Quotes: Group fare quotes are valid for forty-eight (48) hours after receipt, subject to seat availability. Initial payment is due within twenty-four (24) hours of acceptance of the fare quote (as further described below). The number of requested seats is not guaranteed until the initial payment has been received by JSX.

b. Payments: Payments for group travel are due in advance and may be made in installments as follows:

   i. Within twenty-four (24) hours of acceptance of the quote – at least 10% of the total quote price must be paid.

   ii. Sixty (60) days before the scheduled departure time of the first scheduled flight on the group reservation – at least 50% of the total quote price must be paid.

   iii. Fourteen (14) days before the scheduled departure time of the first scheduled flight on the group reservation – the full quote price (100%) must be paid.

c. Number of Passengers: Group quotes are designed specifically for the number of passengers requested. Requests for additional passengers will result in a new quote with a new fare. Requests for reduction in passengers are allowed, but subject to a seventy-five dollar ($75) cancellation fee per passenger, per flight segment.

d. Passenger Information: Passenger information including names, date of birth, and other required information must be submitted to JSX no later than ten (10) days before the first scheduled departure time under the group reservation. Passenger information submitted early may be changed if done so more than ten (10) days before the first scheduled departure under the group reservation. Changes to passenger information requested ten (10) days or less before the first scheduled departure will be subject to a twenty-five dollar ($25) fee per affected passenger. No changes will be allowed within forty-eight (48) hours of departure for domestic air travel within the United States. No changes will be allowed within seventy-two (72) hours of departure for international travel. No changes will be allowed for itineraries already in progress or after the first date of travel in the applicable itinerary.

e. Cancellation: Group reservations are non-refundable. No payments will be refunded or credited for future use, and cancelled group reservations are subject to a seventy-five dollar ($75) cancellation penalty per passenger, per flight segment.

f. Changes: Changes to group reservations require a new fare quote for the new itinerary. Changes made more than sixty (60) days before the scheduled departure time of the applicable flight(s) will be subject to any fare difference. Changes made sixty (60) days or less before the scheduled departure time of the applicable flight(s) will be subject to any fare difference and will also incur an additional fifty-dollar ($50) change fee per person, per flight segment changed. In all cases, negative fare differences will be credited towards the group's future payments. Positive fare differences are due immediately upon the change.

6. Major Changes

In the event of a Major Change to Participant's Charter itinerary, that is not requested or caused by Participant, Participant has the right to cancel and receive a full refund of the amount paid, returned to the original form of payment.

A Major Change means any of the following:

a. A change in the origin or destination city indicated on the Participant's Charter itinerary.

b. A change in the departure or return date of the Participant's Charter itinerary, unless the change results from a flight delay experienced by JSX; provided that if the delay is greater than forty-eight (48) hours, it will be considered a Major Change.

c. A price increase of more than ten percent (10%) occurring ten (10) or more days before scheduled departure per the Participant's Charter itinerary.

JSX will notify the Participant of a Major Change within seven (7) days after first learning of the change, but in any event, at least ten (10) days prior to the scheduled departure of the affected flight. If less than ten (10) days before the scheduled departure of the impacted flight JSX becomes aware that a Major Change must be made, JSX will notify Participant as soon as possible.

Participants must provide JSX with sufficient contact information to receive notice of a Major Change.

**Within seven (7) days after receiving notification of a Major Change, but in no event later than departure, Participant may cancel their reservation and Participant will receive a full refund of the ticket price within fourteen (14) days after cancellation. If a Major Change occurs after the departure of the flight which Participant informs JSX they are unwilling to accept, JSX will refund, within fourteen (14) days after Participant's scheduled return date, that portion of the Participant's ticket price which applies to the services not accepted.**

7. Cancellations (Failure to Operate)

If JSX must cancel Participant's flight, JSX will notify Participant in writing within seven (7) days of the cancellation and at least ten (10) days before the scheduled departure date. **JSX will not cancel a Participant's flight less than ten (10) days before the scheduled departure date, except when due to circumstances that make it physically impossible to perform the flight**. If that occurs, JSX will notify the Participant as soon as possible. If JSX cancels a flight, it will make a full refund of the ticket price to Participants within fourteen (14) days after cancellation.

8. Refund Requests

Requests for refunds may be submitted by email to customersupport@jsx.com or by mail to:

JSX
Attn: Refunds
7201 Lemmon Avenue
Dallas, TX 75209

9. Trip Insurance

Insurance protection for trip cancellation, healthcare, and/or accidents may be purchased independently from third-party providers. JSX may, at its sole discretion, refer Participants to specific third-party providers during or after the purchase of a Charter itinerary. Such purchases are optional. All third-party insurance protection is subject to the terms and conditions established by the applicable insurance provider. Contracts for travel insurance are made between the Participant and the insurance third-party provider. JSX is not the merchant of record for such transactions and is not liable for the acts or omissions of such third-party providers or insurance coverage under their products. Further information is available from JSX upon request.

10. Checked Baggage, Baggage Allowances, and Excess Baggage

Subject to the restrictions set forth below, Carrier will check the baggage of a Participant for the flight(s) which the Participant's Charter itinerary indicates. Participant may not check baggage for transportation on any flight other than the flight(s) they are traveling on themselves. Carrier will not check baggage to a destination other than the final destination indicated on the Participant's Charter itinerary.

a. Acceptance of baggage by Carrier is subject to the following terms and conditions:

i. Each piece of baggage must have an identification tag or label on the outside which contains the Participant's name.

ii. Carrier may refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage.

iii. Carrier will not accept as baggage any article which cannot be carried in the baggage compartment of the aircraft, except where government requirements do not permit the transport of the article in the baggage compartment and the article is suitable for carriage in the passenger cabin.

b. JSX will allow Participants the following checked baggage allowance:

i. Hop On (non-refundable) fares: Each ticketed Participant may check two (2) items weighing no more than fifty (50) pounds each.

ii. All In (refundable) fares: Each ticketed Participant may check three (3) items weighing no more than fifty (50) pounds each.

c. Baggage weight limits are per piece. Checked baggage weight allowances may not be pooled to compensate for variable weight of different checked pieces. In the case of dispute of baggage weight, Carrier's weight scales or best judgment will prevail.

d. Assistive Devices and mobility aids which cannot be carried in the cabin due to space limitations will be considered checked baggage in addition to the included baggage allowance, without charge, provided the Passenger is dependent upon such items.

e. Excess or Overweight Baggage is not guaranteed to be accepted for travel, but when able, the following provisions apply:

i. If Carrier is able to accept baggage over the weight and/or quantity allotment provided for by Passenger's ticketed fare class, the following fees will be charged:

1. Overweight baggage that exceeds fifty (50) pounds but does not weigh more than ninety-nine (99) pounds will be assessed an overweight charge of one hundred dollars ($100) per piece, per segment.

2. Extra pieces of checked baggage that exceed Passenger's ticketed allotment will be assessed an excess baggage charge of one hundred dollars ($100) per piece, per segment.

11. Fragile and Perishable Items as Baggage

Carrier may refuse to accept for carriage goods Carrier reasonably determines to be fragile or perishable. Such items may also be subject to applicable agriculture rules of the destination jurisdiction.

12. Baggage - Limitation of Liability

    a. Carrier's liability for loss of, damage to, or delay in the delivery of baggage or its contents is limited to the proven damage or loss.

    b. Carrier's liability to each Participant for any loss of, damage to, or delay in the delivery of, baggage shall not exceed 1,288 special drawing rights in the case of international carriage to which the Montreal Convention or its predecessor, the Warsaw Convention, applies and, with respect to all other carriage (including domestic carriage) $3,800, provided that the foregoing limits shall not apply to the following:

        i. assistive devices and other mobility aids traveling with an individual with a disability in domestic carriage; or

        ii. where the Montreal Convention (with respect to international carriage) or 14 CFR Part 254 (which respect to domestic carriage) provides for a higher limit.

    c. Except in the case of international carriage to which the Montreal Convention or its predecessor, the Warsaw Convention, applies, Carrier shall not be liable for loss of, damage to, or delay in the delivery of medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, automotive parts, boat parts, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications, and similar valuables, or fragile or perishable goods, contained in checked or unchecked baggage. For international carriage subject to either the Montreal Convention or Warsaw Convention, Carrier's liability for loss of, damage to, or delay in the delivery of baggage is as provided for in the applicable Convention.

13. Travel Documents and Provisions for International Travel

    All transportation is sold and all carriage is performed subject to compliance with applicable government laws, regulations, treaties, and Conventions.

    It is the Participant's sole responsibility to obtain and have possession of all required travel documents. Neither Carrier nor JSX assumes any responsibility for Participant's compliance with immigration and customs laws and regulations of each country from, through, or to which a Charter flight is operated. Neither Carrier nor JSX shall be responsible for any information or assistance given to a Participant by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Participant resulting from his or her failure to obtain such documents and comply with such laws and regulations.

    For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate, or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry. For all JSX Public Charter flights, a government issued photo ID such as a passport or state-issued driver's license is mandatory for all persons 18 years of age or older. For international flights, all Participants, regardless of age, are required to furnish a valid government-issued passport and (where applicable) travel visa. Failure to provide identification at time of check-in will result in denied boarding.

    Additional restrictions may be imposed on international Charters by a foreign government. If for any reason, the landing rights by a foreign government are denied, the flight will be canceled with a full refund to the Participant.

14. Time and Cutoff Requirements

Failure of a Participant to adhere to the following time requirements may result in the cancellation of the Participant's Charter itinerary, seat assignments, and ancillary purchases made via JSX and may result in forfeiture of all monies paid regardless of class of service or fare class purchased.

a. For domestic travel:

i. Each Participant traveling without checked baggage must have obtained a boarding pass and have been screened by a crewmember or designee of Carrier or JSX, in person, at the flight's departure station at least fifteen (15) minutes prior to scheduled departure.

ii. Each Participant traveling with checked baggage must have obtained a boarding pass, surrendered all checked baggage, and have been screened by a crewmember or designee of Carrier of JSX, in person, at the flight's departure station at least twenty (20) minutes prior to scheduled departure.

iii. All Participants must be onboard the aircraft at least five (5) minutes prior to scheduled or posted flight departure time.

b. For international travel:

i. Each Participant traveling on an international itinerary must have obtained a boarding pass, surrendered all checked baggage, and have been screened by an official crewmember or designee of JSX, in person, at the flight's departure station at least forty (40) minutes prior to scheduled departure.

ii. All Participants must be onboard the aircraft at least five (5) minutes prior to scheduled or posted flight departure time.

c. JSX will refuse to transport and/or honor any Charter itinerary when such action is reasonably deemed to be necessary to comply with applicable governmental regulations, requirements, or requests.

15. Security Agreement

Participant's payments are protected in part by an irrevocable letter of credit held by First Foundation Bank (the “Securer”), 18101 Von Karman Avenue, Suite 750, Irvine, CA 92612. Unless Participant files a qualified claim with JSX, or if JSX is unavailable, with the Securer, within sixty (60) days after the completion of the Charter (or in the case of cancellation, the intended date of Participant's Charter), the Securer will be released from all liability to Participant under the Security Agreement. If there is no return flight in Participant's itinerary, completion means the date or intended date of departure of the last flight in Participant's Itinerary.

16. Responsibility

**JSX is the principal and is responsible to Participant for providing Public Charter air transportation services offered in connection with this Agreement.**

Participant understands that JSX, as the Public Charter operator, and its employees and agents act solely as agents in arranging for any other accommodations or services offered in connection with a JSX travel package, and that any such other accommodations or services are not within JSX’s control or part of this Agreement.

NEITHER JSX, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "JSX PARTIES"), SHALL BE LIABLE FOR ANY CLAIM, CAUSE OF ACTION, INJURY OR BODILY HARM, LOSS, DAMAGE, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") ARISING FROM ANY ACT OR OMISSION OF, OR DEFAULT BY, ANY THIRD PARTY, INCLUDING ANY SUPPLIER OF SERVICES, IN CONNECTION WITH PARTICIPANT'S TRAVEL HEREUNDER (INCLUDING WITHOUT LIMITATION HOTEL OVERBOOKING AND LOST RESERVATIONS, MISSED CONNECTIONS, DAMAGED, LOST OR DELAYED BAGGAGE), EXCEPT TO THE EXTENT SUCH LOSS

RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (OR, IN THE CASE OF INJURY, BODILY HARM, OR PROPERTY DAMAGE, NEGLIGENCE) OF A JSX PARTY. TO THE EXTENT PERMITTED BY LAW, PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE JSX PARTIES FROM AND AGAINST ANY AND ALL LOSSES BROUGHT BY ANY THIRD PARTY AS A RESULT OF, CAUSED BY, RELATING TO OR ARISING OUT OF PARTICIPANT'S USE OF JSX'S SERVICES HEREUNDER.

Without limiting the foregoing, JSX shall not be liable for failure to provide charter transportation due to a Force Majeure Event except to the extent required by law. For purposes of this Section 16, a Force Majeure Event means an event outside of JSX's reasonable control which includes, but is not limited to, weather conditions; acts of government or airport authorities (e.g., Air Traffic Control delays, runway closures, airport construction, flow control/control programs); acts of God; pandemic or quarantine; strikes or labor unrest; civil commotions, embargoes, wars or other hostilities, whether actual, threatened or reported; government regulation, demand or requirement; damage to aircraft; emergency situations requiring care, protection or response to protect person or property; or any event that is not reasonably foreseen, predicted or anticipated by JSX.

Participant is responsible for complying with all instructions of Carrier and other travel service providers with which Participant elects to deal, including but not limited to hotel check-in and check-out times and re-confirming ground transportation arrangements, and JSX shall have no liability for Participant's failure to do so.

17. General

The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under applicable law. If the Participant accepts a refund or alternative travel arrangements offered by JSX, Participant waives all additional remedies available under applicable law. By entering into this Agreement, Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire Agreement between the parties with regard to the terms herein and supersedes any prior written or oral agreements or representations. This Agreement can be amended only by JSX and such amendments must be signed into effect by both parties. Any oral representations or modifications shall have no force or effect. Texas state law shall govern this Agreement. Any claim against JSX must be presented in writing within ten (10) days of the date of Participant's return flight, and JSX is expressly not liable for any claims presented after said period, except as otherwise required by law. By purchasing a Charter flight, or accepting transportation, under this Agreement, Participant agrees that any lawsuit brought by or on behalf of Participant against JSX or Carrier will be brought only in Participant's individual capacity and may not be brought in or asserted as part of a class action proceeding. Other than information required to complete a booking, JSX does not knowingly collect personal identifiable information from children under the age of 13. If a child under 13 has provided JSX with personal information without parental or guardian consent, the parent or guardian may contact JSX at *Privacy@JSX.com*, and JSX will remove the information and unsubscribe the child from any of its electronic marketing lists.

18. Section Headings/Waiver

The section headings used in this Agreement are intended for convenience only and in no way limit the scope or substance of any of the provisions of this document. If JSX fails to enforce any of the sections of this Agreement or fails to exercise any election, such failure will not be considered a waiver of those provisions, rights, or elections or in any way affect the validity of this Agreement.

19. Controlling Language and Currency

English is the controlling language of this Agreement. To the extent there is any conflict between the English language text of this Agreement and another language translation, English controls.

References to financial currency and/or dollar amounts and monetary values in this Agreement are stated in and shall be exclusively interpreted as denominated in the U.S. Dollar unless otherwise noted.

20. Customer Service

    JSX is committed to high-quality service. In the event that a Participant has cause for dissatisfaction during their Charter, You are encouraged to contact JSX Customer Support at (800) 435-9579 or email *customer-support@jsx.com* for assistance.

21. Acceptance

    Manual execution, or electronic signature or acceptance through the Internet, GDS, text, or mobile application, whether by Participant or a travel agent as representative of Participant, shall constitute agreement to the conditions of this Agreement.

    For telephone sales in which the Participant pays by credit card, JSX will send, within 24 hours of accepting payment by credit card, a copy of this Agreement by text, e-mail, or mail to Participant for execution. Participant must execute the Agreement and provide same to JSX prior to travel.

    A Participant who pays by credit card over the phone and elects not to participate in the Charter prior to providing an executed Agreement to JSX is entitled to a full refund.

**Name:**_____ **Confirmation Number:**_____

**Signature:**_____ **Date:**_____