

## Notice to the Passengers

**(According to Art. 3 para. 1 lit. c of the Warsaw Convention, Art. 3 para. 4 of the Montreal Convention and Art. 6 para. 2 of Regulation (EC) No 2027/97)**

The Warsaw Convention, the Montreal Convention and/or the Regulation (EC) No 2027/97 may be applicable to the Passengers' journey and these instruments govern and may limit the liability of air carriers in respect of death or injury and for destruction or loss of, or damage to, Baggage, and for delay.

### Limits of liability

Where the Montreal Convention or the Regulation (EC) No 2027/97 applies, the limits of liability are as follows:

1. There are no financial limits in respect of death or bodily injury. For damages above 128,821 SDRs per Passenger, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
2. In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 1,288 SDRs per Passenger in most cases.
3. In respect of damage occasioned by a delay to the journey: 5,346 SDRs per Passenger in most cases.

Where the Warsaw Convention applies, the limits of liability are as follows:

1. In respect of death, bodily injury or damage occasioned by a delay to the journey: 16,600 SDRs per Passenger in most cases.
2. In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 17 SDRs per kilogram for checked Baggage and 332 SDRs per Passenger for unchecked Baggage.

Regardless of which Convention/Regulation applies to the journey, the Passenger may benefit from a higher limit of liability for destruction or loss of, or damage to, or delay in respect of, Baggage by making at check-in a special declaration of the value of the Baggage and paying any supplementary fee that may apply. Alternatively, if the value of the Baggage exceeds the applicable limit of liability, the Passenger should fully insure it prior to travel.

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## **Summary of the provisions on air carrier liability for Passengers and their Baggage**

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for Passenger injury or death. For damages up to 128,821 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a Passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

### **Passenger delays**

In case of Passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Passenger delay is limited to 5,346 SDRs.

### **Baggage delays**

In case of Baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Baggage delay is limited to 1,288 SDRs.

### **Destruction, loss or damage to Baggage**

The air carrier is liable for destruction, loss or damage to Baggage up to 1,288 SDRs. In the case of checked Baggage, it is liable even if not at fault, unless the Baggage was defective. In the case of unchecked Baggage, the carrier is liable only if at fault.

### **Higher limits for Baggage**

A Passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### **Complaints on Baggage**

If the Baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked Baggage, the Passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the Baggage was placed at the Passenger's disposal.

### **Liability of contracting and actual carriers**

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

### **Time limit for action**

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

### **Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

## Conditions of Carriage

**Global Jet Spain SL  
as agent of Global Jet Luxembourg SA or Global Jet Austria GmbH**

**These Conditions of Carriage shall exclusively apply for each Flight  
performed with an Aircraft operated by  
Global Jet Luxembourg SA or Global Jet Austria GmbH.**

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### **Article 1: Definitions and Interpretation**

In these Conditions of Carriage (and in the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as set forth above), the following terms shall have the following meanings:

“**Additional Services**” shall have the meaning ascribed to such term in Article 7 hereof.

“**Aircraft**” shall mean any aircraft operated by the Carrier to perform the Flight(s).

“**Baggage**”, which is equivalent to luggage, shall mean such articles, effects, and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the Passenger.

“**Carrier**” shall mean, as applicable, Global Jet Luxembourg SA for LX-registered aircraft operated by Global Jet Luxembourg SA or Global Jet Austria GmbH for EC- & OE-registered aircraft operated by Global Jet Austria GmbH.

“**Carrier’s Agent**” shall mean Global Jet Spain SL.

“**Carrier’s Agent’s Website**” shall mean [www.globaljetconcept.es](http://www.globaljetconcept.es), or such replacement website designated from time to time by the Carrier’s Agent.

“**Client**” shall mean the legal entity or individual booking the Flight(s) either for his own account as Passenger, or for the account of third Passenger(s).

“**Flight(s)**” shall mean the flight or series of flights operated by the Carrier to be performed from the point of departure until destination as described in the Flight Confirmation and the Flight Briefing.

“**Flight Briefing**” shall mean the flight briefing with all relevant details of the Flight(s) as may be issued from time to time to the Client by the Carrier or the Carrier’s Agent on behalf of the Carrier.

“**Flight Confirmation**” shall mean the confirmation of the Flight(s) as may be issued from time to time to the Client by the Carrier or the Carrier’s Agent on behalf of the Carrier and signed by the Client.

“**Ground Transportation**” shall have the meaning ascribed to such term in Article 7 hereof.

“**Montreal Convention**” shall mean the Convention for the Unification of Certain Rules for International Carriage by Air, opened for Signature at Montreal on 28 May 1999, as amended or supplemented from time to time.

“**Passenger**” shall mean any person except members of the crew carried or to be carried in an Aircraft with the consent of the Carrier.

“**PNR Data**” shall mean the passenger name record (PNR) data, including the Client’s name (as person providing the information and/or making the booking) and the Passengers’ names, genders, addresses,

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dates and places of birth, passport details (nationality, number and date of expiry), contact phone numbers, the date of reservation, the travel itinerary, information concerning Baggage and any changes to the foregoing.

“**Price**” shall mean the price specified in the Flight Confirmation.

“**Privacy Policy**” shall have the meaning ascribed to such term in Article 12 hereof.

“**Regulation (EC) No 2027/97**” shall mean the Regulation (EC) No 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air as amended by the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002, as further amended or supplemented from time to time.

“**Replacement Aircraft**” shall have the meaning ascribed to such term in Article 9 hereof.

“**Replacement Flight**” shall have the meaning ascribed to such term in Article 9 hereof.

“**SDR**” shall mean a special drawing right as defined by the International Monetary Fund.

“**Warsaw Convention**” shall mean the Convention for the Unification of Certain Rules Relating to International Carriage by Air, opened for Signature at Warsaw on 12 October 1929, as amended or supplemented from time to time.

Where the context permits, the use of the singular herein shall include the plural and vice versa, and the use of the masculine personal pronoun shall include both genders.

Unless otherwise provided, the term “**or**” is not exclusive and “**include**”, “**including**” and “**in particular**” are not limiting.

## Article 2: Scope of Application

These Conditions of Carriage shall govern the carriage agreement between the Carrier and the Client in respect of the Flight(s).

By executing the Flight Confirmation or by accepting these Conditions of Carriage in any other manner (in particular by confirming the Flight(s), whether orally or in writing, and/or by paying the Price), the Client confirms that it has submitted these Conditions of Carriage (and the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as set forth above) to all Passengers and that they have accepted the same. The Client shall cause all Passengers to comply with the terms of these Conditions of Carriage (and the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as set forth above).

The Client shall not be entitled to assign the carriage agreement to any person without the Carrier's prior written consent.

All requests to the Carrier to be made by the Client and/or the Passengers hereunder shall be made to the Carrier's Agent.

No variation of these Conditions of Carriage shall be effective unless agreed in writing by the Carrier.

In case of contradiction between the terms of the Flight Confirmation and the terms of these Conditions of Carriage, the terms of the Flight Confirmation shall prevail.

## Article 3: Carrier's Services and Limitations

The Carrier undertakes to use its reasonable efforts to carry the Passengers and their Baggage with reasonable dispatch from the point of departure until destination as stated in the Flight Confirmation and

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the Flight Briefing.

Before the first Flight, a Flight Briefing will be sent to the Client. Any new Flight Briefing shall supersede any previous Flight Briefing.

The Client and the Passengers acknowledge and agree the following limitations.

The pilot in command of the Aircraft will be in complete charge and control of the Aircraft at all times and shall have absolute discretion as to all matters relating to the operation of the Aircraft. In particular, if, in the pilot in command's sole judgment, safety of flight may be jeopardized, then the pilot in command may terminate or cancel a Flight.

The Carrier may refuse carriage or onward carriage, or may cancel the reservation of any Passenger when:

- (1) such action is necessary for reasons of safety;
- (2) such action is necessary to prevent violation of any applicable laws, regulations, orders, demands or travel requirements (in particular, those of any country to be flown from, into or over); or
- (3) the conduct, age or mental or physical state of the Passenger is such as to
  - require special assistance from the Carrier which the Carrier is unable to provide;
  - cause discomfort or make himself objectionable to other Passengers; or
  - involve any hazard or risk to himself or to other persons or to property.

All Flight(s) are subject to airport slots, take-off, overflight, landing and parking permissions.

All information regarding the Flight(s) which is provided in the Flight Confirmation and/or the Flight Briefing may be changed at any time by the Carrier (in particular at the time of issuance of the Flight Briefing). In particular:

- (1) the Carrier may change the handling agent indicated in the Flight Confirmation and/or the Flight Briefing;
- (2) the departure and arrival times may be modified by the Carrier, in particular because of airport slots, take-off, overflight, landing and parking permissions;
- (3) the flight time is given for information only and may change in particular because of weather conditions and air traffic control orders;
- (4) the routing may be adapted by the Carrier in particular because of weather conditions or other operating reasons, and may include a diversion or a stop.

Neither the Carrier nor the Carrier's Agent shall bear any obligation or liability to the Client or the Passengers out of or in connection with the limitations set forth in this Article.

## **Article 4: Client's and Passengers' Obligations and Compliance with Laws**

The Client shall indicate to the Carrier (through the Carrier's Agent) the identity of all Passengers sufficiently in advance before the first Flight and shall communicate to the Carrier (through the Carrier's Agent) all information and documents (including passport copies) related to the Passengers as may be requested by the Carrier (through the Carrier's Agent).

The Passengers shall be solely responsible for complying, and shall comply, with all laws, regulations, orders, demands and travel requirements of any country to be flown from, into or over (including immigration and customs regulations) and with the Carrier's rules and instructions pertaining thereto. In particular, the Passenger shall be solely responsible for carrying a valid passport, obtaining any visa where required and ensuring the accuracy of any required document or information.

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The Carrier shall bear no liability for the consequences to any Passenger resulting from his failure to comply with such laws, regulations, orders, demands, travel requirements, rules or instructions (in particular in respect of any Passenger's failure to hold the required travel documents). The Client shall be billed for any additional costs (including surcharges, fees, fines, penalties) resulting from such non-compliance by any Passenger.

If required, the Passengers shall attend inspection of their Baggage by customs or other government officials. The Carrier shall not be liable to the Passengers or the Client for any damage suffered by the Passengers in connection with such inspection or the Passengers' failure to attend such inspection.

The Passengers shall not smoke onboard the Aircraft unless it is expressly provided in the Flight Confirmation (and/or the Flight Briefing) and in the Aircraft that the Aircraft is a smoking aircraft.

The Passengers shall arrive at the airport sufficiently in advance to be ready at the departure time of the Flight. In case of delay of the Passengers, the Carrier shall be entitled to treat such delay as constituting a cancellation entitling the Carrier to payment in accordance with the provisions of Article 8 hereof. If the Carrier nonetheless accepts to perform the Flight(s), the Client shall pay to the Carrier any additional costs incurred as a result of the Passengers' delay.

The departure and arrival times indicated in the Flight Confirmation and/or the Flight Briefing may not be changed by the Client and/or the Passengers, save with the Carrier's prior written consent, in which case the Client shall pay to the Carrier any additional costs incurred as a result of such change agreed by the Carrier.

## **Article 5: Catering**

In case any Passenger wishes a specific catering from a company which is not an authorized handling agent for the Aircraft, the Carrier shall not bear any liability regarding the proposed nutrition and the effects it might have on the health and well-being of the Passenger.

## **Article 6: Baggage, Dangerous Goods and Prohibited Articles**

The Passengers shall comply with the Carrier's regulations regarding Dangerous Goods and Prohibited Articles. Such regulations are available on the Carrier's Agent's Website.

The Passengers shall not include in their Baggage:

- (1) articles which do not constitute Baggage as defined herein;
- (2) articles which are likely to endanger the Aircraft or persons or property on board the Aircraft, including explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials that are easily ignited, poisonous, offensive or irritating substances and liquids of any kind (other than liquids in the Passengers' unchecked Baggage for their use in the course of the journey, provided that the nature and volume is allowed under applicable regulations);
- (3) articles the carriage of which is prohibited by applicable laws, regulations or orders of any country to be flown from, into or over; and
- (4) articles which, in the opinion of the Carrier, are unsuitable for carriage, by reason of their weight, size or character.

If any Passenger is in possession of, or if his Baggage includes:

- (1) weapons of any kinds, in particular sidearms;
- (2) munitions; or

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- (3) articles which, judging by their outward appearance or makings, appear to be weapons or munitions,

he shall present them to the Carrier for inspection, prior to commencement of the Flight(s). The Carrier may accept such articles for carriage only if there are carried as checked Baggage in accordance with the regulations governing carriage of dangerous goods.

The Carrier is entitled to request any Passenger to permit a search to be made on his person and his Baggage and may search the Passenger's Baggage in his absence if the Passenger is not available for such permission to be sought for the purpose of determining whether he is in possession of or whether his Baggage contains any articles which are prohibited under this Article or the Carrier's regulations regarding Dangerous Goods and Prohibited Articles. If the Passenger is unwilling to comply with such request, the Carrier may refuse to carry the Passenger or his Baggage and in that event the Carrier shall be under no liability to the Passenger or the Client.

## Article 7: Price and Payment Terms

All payments to be made by the Client and/or the Passengers hereunder shall, unless otherwise specified by the Carrier or the Carrier's Agent from time to time, be made in the hands of the Carrier's Agent.

Unless otherwise specified in the Flight Confirmation, the Client shall pay the Price to the Carrier within two (2) business days of receipt of the corresponding invoice and, if the invoice was sent before the beginning of the first Flight, in any case before the positioning of the Aircraft for such first Flight.

In case of payment by credit card, an additional charge of three percent (3%) of the Price (and any other amount paid by credit card) will be payable by the Client.

The Price includes exclusively:

- landing and overflight charges;
- crew night stop (as applicable);
- handling agent services;
- VIP catering.

The Price does not include any additional services (the "**Additional Services**"), including:

- special catering requested by the Client or the Passengers (such as caviar, champagne, special wines or spirits, specific catering from a company which is not an authorized handling agent for the Aircraft);
- additional insurance premiums (including for war risk insurance or cover extension for a country excluded from the insurance coverage);
- de-icing (including for ferry flights for positioning and repositioning of the Aircraft);
- satellite phone calls and internet (if available on the Aircraft);
- change of destination requested by the Client or the Passengers;
- Passengers' ground transportation (limousine, taxi, etc.) ("**Ground Transportation**");
- any other services listed as not included in the Flight Confirmation.

Ground Transportation requested by the Client shall be arranged by the Carrier's Agent, acting in this respect as agent and direct representative of the Client (notwithstanding the terms of article 13 hereof). The Carrier's Agent shall conclude the Ground Transportation agreement with the relevant service provider in the name and on behalf of the Client.

The Additional Services will be additionally invoiced to the Client and payable by the Client immediately upon receipt of the corresponding invoices from the Carrier's Agent.

Unless otherwise expressly provided in the Flight Confirmation, the Price does not include any value added tax and any other taxes or charges which may be imposed in any country on the Price (and/or any other amount payable by the Client and/or the Passengers hereunder) or otherwise in connection

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with the Flight(s). All such taxes and charges shall be borne by the Client.

All payments to be made by the Client or any Passenger hereunder shall be made without deduction, set-off, counterclaim or withholding whatsoever.

In case of late payment of any amount (including the Price) to be made by the Client and/or any Passenger hereunder, default interest shall accrue on such amount at the rate of ten percent (10%) p.a. from the first day of delay (without the need of any notice from the Carrier or the Carrier's Agent) until the date of actual payment (both before and after any debt enforcement or court proceedings), and the Client and/or the Passenger (as applicable) shall indemnify the Carrier for any foreign exchange loss and court and legal fees. Without prejudice to the foregoing, the Carrier shall be entitled to treat any delay in the payment of the Price as constituting a cancellation entitling the Carrier to payment in accordance with the provisions of Article 8 hereof.

## **Article 8: Cancellation Policy**

No partial cancellation (in particular, if the Flight Confirmation concerns several Flights, no cancellation of a Flight) shall be possible at any time, save with the Carrier's prior written consent (to be requested by the Client from the Carrier's Agent), which consent may be granted or denied in the Carrier's absolute discretion. In case of partial cancellation, the full Price (and any other amounts due by the Client and/or the Passengers hereunder) shall remain due and payable and no part thereof shall be reimbursed by the Carrier.

In case the Client or the Passengers cancel the Flight(s), the following cancellation fees shall be due by the Client to the Carrier:

- (1) Cancellation received by the Carrier's Agent more than eleven (11) days prior to departure of the Flight: ten percent (10%) of the Price;
- (2) Cancellation received by the Carrier's Agent between eleven (11) and seven (7) days prior to departure of the Flight: twenty percent (20%) of the Price;
- (3) Cancellation received by the Carrier's Agent between six (6) and three (3) days prior to departure of the Flight: forty percent (40%) of the Price;
- (4) Cancellation received by the Carrier's Agent between 48 hours and 24 hours prior to departure of the Flight: sixty percent (60%) of the Price;
- (5) Cancellation received by the Carrier's Agent less than 24 hours prior to departure of the Flight, or at any time before if the Aircraft has already been positioned to the point of departure: hundred percent (100%) of the Price.

In case the Flight Confirmation sets forth a different cancellation policy, the terms of the Flight Confirmation shall prevail over the cancellation policy set forth above.

In case of cancellation of the Flight(s), the Client shall in addition reimburse the Carrier for all costs actually incurred by the Carrier and/or the Carrier's Agent in connection with any Additional Services related to the Flight(s).

In case the Price had not yet been paid by the Client at the time of cancellation, the Client shall pay the applicable cancellation fee and all costs referred to in the previous paragraph to the Carrier within two (2) business days of cancellation. In case the Price was already paid by the Client, the Carrier (as applicable through the Carrier's Agent) shall reimburse the Price to the Client upon deduction of the applicable cancellation fee, all costs referred to in the previous paragraph and any other amounts owed by the Client and/or the Passengers to the Carrier and/or the Carrier's Agent.

## **Article 9: Force Majeure**



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Subject to any compulsory provision to the contrary of any applicable national or international law or regulation, in case of delay in the performance, cancellation or termination of any Flight by the Carrier due in whole or in part to any act of God, act of nature, weather conditions, acts of civil or military authority, strike or labor dispute, mechanical failure, failure to obtain any required airport slots, take-off, overflight, landing or parking permissions, lack of essential supplies or parts or for any other cause beyond the control of the Carrier, or in case the pilot in command decides to terminate or cancel a Flight for safety reasons (any of the foregoing, a **"Force Majeure Event"**), neither the Carrier nor any of its shareholders, partners, affiliates, officers, directors, employees, agents (including the Carrier's Agent), representatives, servants, auxiliaries, successors and assigns shall be deemed to be in breach of their obligations or bear any liability towards the Client and/or the Passengers provided, however, that if a Flight is canceled or terminated prior to completion, due in whole or in part to any such cause, the Carrier shall refund to the Client (as applicable through the Carrier's Agent) all payments previously received with respect to such Flight, other than the costs attributable to any ferry flight already performed, to all Flights theretofore performed and to such Flight as may be necessary to return the Passengers to their original airport of departure, for which the Carrier shall have the right to charge the Client (the Client shall in addition reimburse the Carrier for all costs actually incurred by the Carrier and/or the Carrier's Agent in connection with any Additional Services related to the Flight(s)).

Without prejudice to the generality of the foregoing, if any Flight is diverted for any Force Majeure Event and the Aircraft consequently lands at an airport different from the one indicated as the airport of arrival in the Flight Confirmation and/or the Flight Briefing, the Flight shall be deemed completed and the Passengers shall be solely responsible for reaching their destination at their or the Client's costs. No refund shall be made by the Carrier.

Subject to any compulsory provision to the contrary of any applicable national or international law or regulation, if, due to a Force Majeure Event, the aircraft designated in the Flight Confirmation and/or the Flight Briefing is substituted by another aircraft (the **"Replacement Aircraft"**) before completion of a Flight (so that such Flight is not canceled or terminated in accordance with the first paragraph of this Article), the following shall apply to such Flight (or portion of Flight) performed by the Replacement Aircraft (the **"Replacement Flight"**):

- (1) If the Replacement Aircraft is part of the Carrier's fleet (i) the Client shall pay to the Carrier any additional costs incurred in connection with such change of aircraft and (ii) the Replacement Aircraft shall be deemed to be the "Aircraft" for the purposes of the Replacement Flight;
- (2) If the Replacement Aircraft is not part of the Carrier's fleet, (i) the Carrier shall not bear any obligation or liability in respect of the Replacement Flight and shall in particular not be deemed to be the contractual carrier for such Replacement Flight, (ii) the Carrier's Agent shall issue a new flight confirmation (and, as applicable, a new flight briefing) (which shall be governed by these Conditions of Carriage or the Air Charter Brokerage Agreement set out on the Carrier's Agent's Website, as applicable), (iii) the part of the Price paid by the Client which should have been refunded to the Client in accordance with the first paragraph of this Article (had a Replacement Flight not been performed) shall be retained by the Carrier's Agent and credited against the payment of the price under the new flight confirmation, and (iv) the Client shall pay any additional costs incurred in connection with such change of carrier and aircraft.

## **Article 10: Carrier's Liability and Insurance**

Any liability of the Carrier and of its shareholders, partners, affiliates, officers, directors, employees, agents (including the Carrier's Agent), representatives, servants, auxiliaries, successors and assigns for any damage arising out of or in connection with the Carrier's services hereunder is excluded, subject to any compulsory provision to the contrary of any applicable national or international law or regulation, in particular the Warsaw Convention, the Montreal Convention and the Regulation (EC) No 2027/97 Regulation (EC). Specific notices regarding the liability of the Carrier according to these instruments are included above these Conditions of Carriage.

In any case, any liability of the Carrier and of its shareholders, partners, affiliates, officers, directors,

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employees, agents (including the Carrier's Agent), representatives, servants, auxiliaries, successors and assigns for consequential or indirect damages and for loss of revenues or profits is excluded.

The Carrier is covered by insurance for its legal liability. In case any Passenger or his legal successor obtains payments from a passenger accident insurance which the Carrier may have concluded in favor of the Passenger or his legal successors, the Carrier may credit such payments against any claim for damages by the Passenger or his legal successors.

## **Article 11: Client's and Passengers' Liability**

The Client and any Passenger shall be jointly and severally liable for, and shall indemnify the Carrier, its shareholders, partners, affiliates, officers, directors, employees, agents (including the Carrier's Agent), representatives, servants, auxiliaries, successors and assigns, and any other person (including any owner, lessee or financier of the Aircraft) against, any direct or indirect damage:

- (1) which the Client, any Passenger or any Passenger's animal may cause to the Aircraft (including its exterior and interior parts) or any other asset in connection with the Flight(s) (including during any Ground Transportation);
- (2) which may result out of or in connection with any breach by the Client or any Passenger of these Conditions of Carriage (and the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as set forth above), any Ground Transportation agreement and/or any other agreement; or
- (3) which may result out of or in connection with any breach by the Client or any Passenger of any applicable laws, regulations, orders, demands and travel requirements (including immigration and customs regulations) or of the Carrier's rules and instructions pertaining thereto.

Without prejudice to the generality of the foregoing and subject to any compulsory provision to the contrary of any applicable national or international law or regulation, the Client shall be liable for, and shall indemnify the Carrier, its shareholders, partners, affiliates, officers, directors, employees, agents (including the Carrier's Agent), representatives, servants, auxiliaries, successors and assigns, and any other person (including any owner, lessee or financier of the Aircraft) against, any claim of any kind whatsoever from any Passenger or any related third party.

## **Article 12: Personal Data**

All personal data with respect to the Client and the Passengers will be collected and processed by the Carrier's Agent in accordance with the Privacy Policy which is available on the Carrier's Agent's Website (the "**Privacy Policy**").

The Client hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Client further confirms that it has submitted the Privacy Policy to all Passengers, that they have read it and that they expressly agree to all terms thereof.

Without prejudice to the generality of the foregoing:

- (1) The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, the Carrier's Agent to collect and transfer PNR Data to the Carrier and to any service providers (whether directly or through the Carrier) such as airport operators, handling agents, limousine companies, insurance companies, hotels or other companies, to the extent such transfer is necessary for the performance of the Flights and/or the provision of any Additional Services.
- (2) Authorities of certain countries may require that the Carrier and/or the Carrier's Agent transfer to them specific travel data related to the Passengers and the Passengers' journey for security and immigration purposes. The Client hereby expressly authorizes, and confirms that the Passengers

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expressly authorize, the Carrier and/or the Carrier's Agent to transfer to these authorities any required PNR Data.

- (3) The Client and the Passengers acknowledge and expressly agree that PNR Data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Client's and/or the Passengers' home country.
- (4) The Client further expressly authorizes, and confirms that the Passengers expressly authorize, the Carrier's Agent and the Carrier to collect and exchange information on the preferences and tastes of the Client and the Passengers (including catering specific requests) in order to improve the quality of the service rendered to the Client and the Passengers (the Carrier's Agent may in particular communicate such information to any future carrier of the Client and/or the Passengers).
- (5) The Carrier's Agent does not assume liability for any breach of any data protection regulation by the Carrier. The Carrier and the Carrier's Agent do not assume liability for any breach of any data protection regulation by any person or authority to which the Carrier and/or the Carrier's Agent may transfer personal data of the Client and/or the Passengers. The Client and the Passengers hereby waive any and all claims and remedies against the Carrier and the Carrier's Agent.

## **Article 13: Role of the Carrier's Agent**

The Carrier's Agent only acts in the name and on behalf of the Carrier as the direct representative of the Carrier. The carriage agreement is entered into between the Carrier (represented by the Carrier's Agent) and the Client. Without prejudice to its rights under these Conditions of Carriage, the Carrier's Agent is not a party to the carriage agreement and shall not bear any obligation or liability in relation thereto.

The Carrier's Agent does not act as air carrier and does not provide air transportation services.

The Carrier's Agent does not assume liability for any damage due to any action or omission of the Carrier or third parties or occurring out of or in connection with the Flights, whether incurred by the Client or by the Passengers. The Client and the Passengers hereby waive any and all claims and remedies against the Carrier's Agent.

To the full extent permitted by applicable law, any liability of the Carrier's Agent and of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns for any damage arising out of or in connection with its activities and/or its services hereunder is excluded.

## **Article 14: Applicable Law and Jurisdiction**

These Conditions of Carriage shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of law provisions.

Any dispute, controversy, or claim arising out of, or in connection with, these Conditions of Carriage, including the validity, invalidity, breach, or termination hereof, shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland (subject to the right to appeal to the Swiss Federal Court), to which the parties hereby irrevocably agree to be submitted. The foregoing shall not prevent the Carrier (as applicable, through the Carrier's Agent) to sue the Client and/or the Passengers before any other competent court.

The choice of law and jurisdiction clauses above are subject to any compulsory provision to the contrary of any applicable national or international law or regulation, in particular the Warsaw Convention, the Montreal Convention and the Regulation (EC) No 2027/97 Regulation (EC).