

LUNAJETS

Fly private at the best price

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TERMS AND CONDITIONS

LunaJets maintains one or more websites or webpages (the **Network**) forming a charter air services market. The Network aggregates quotes for air charter trips, as well as advertising for other services, provided by third party air carriers (the **Carriers**).

The Network serves as a market for Carriers and users of air carrier services (the **Users**), through advertising and the provision of information on available air transportation services provided by the Carriers.

LunaJets does not and will not act as air carrier or operate, maintain, own or charter aircraft and will only act as an information, reservation, and payment services provider.

These Terms and Conditions govern your access to and use of the Network and services provided therein. You, as User, agree to use the Network only in accordance with these Terms and Conditions. You may access and use the Network only in order to research Carrier's charter aircraft schedules and prices, make legitimate requests to book services offered by Carriers (the **Requests**) and enter into agreements with Carriers for air transportation services (the **Carriage Contracts**).

These Terms and Conditions are not a contract for air transportation and no such contract is or will be entered into between you and LunaJets. LunaJets is not an air carrier and does not operate, maintain, own or charter aircraft. LunaJets acts solely as an information, scheduling, reservation and payment service provider. All air transportation services are provided by third party air carriers. The terms and conditions applicable to the Carriage Contracts between yourself and a Carrier are those that are provided by the Carrier.

LunaJets may at any time amend these Terms and Conditions. Your continued use of the Network will be conditioned upon the Terms and Conditions in force at the time of such use.

1. Use of the Network

You represent and warrant that you are of sufficient legal age and capacity to enter into legally binding agreements, including these Terms and Conditions and any Carriage Contract. You represent and warrant that no restriction applies to you that would prevent you from entering into or performing any such agreement.

You may only access and use the Network to research Carrier's charter aircraft schedules and prices, make legitimate Requests to book services offered by Carriers and enter into Carriage Contracts with Carriers. The Requests may not be speculative, false or fraudulent. You may not make any Request under or enter into any agreement on behalf of a fictitious User, under a false name, or with an invalid credit card, or by use or any other fraudulent information. Please note that fraudulent users WILL be prosecuted and may face civil and criminal liability, depending on applicable law.

You may not use the Network to submit Requests or enter into any Carriage Contract for or on behalf of third parties unless you are legally authorized to do so on that third party's behalf. You agree to indemnify and hold LunaJets harmless from and against any liabilities, losses, damages, claims (including reasonable attorneys' fees), relating to your actions or omissions on behalf of any third party, including your failure to inform such third parties of all applicable terms and conditions applicable to services acquired through the Network.

2. Termination of Usage

Your access to all or part of the Network may be suspended by LunaJets at any time, with or without notice and with or without reason.

3. Ownership of Information

You acknowledge and agree that any and all materials and information contained in the Network, including without limitation, data, software, photographs, images, video, graphics, sounds, quotes, written and other materials (the **Materials**) are the property (including intellectual property) of LunaJets or have been licensed to LunaJets. You may not copy, disseminate, or misappropriate any Material without LunaJets' prior written consent. However, you are allowed to print and copy portions of the Network, including these Terms and Conditions, Carrier's materials and terms and conditions, Carriage Contracts, trip confirmation information, and other materials, for the sole purpose of using the Network as a shopping resource, in accordance with these Terms and Conditions.

4. Reservation services

The Network is a charter air services market and LunaJets only acts as an intermediary between Carriers and Users. LunaJets does not provide air transportation services and does not assume liability for any injury, damage, death, loss, accident or delay due to any action or omission of Carriers or third parties in connection with Carriage Contracts. A Carriage Contract, when entered into, is between a Carrier and a User. LunaJets is not a party to Carriage Contracts and bear no obligation in relation thereto.

It is the User's responsibility to ensure, prior to entering into any Carriage Contract, that the User and all third parties travelling with the User are legally authorized to undertake the air transportation of the Carriage Contract, including but not limited to, holding valid passports, visas, invitations, sponsorships, according to the laws of the countries of departure and arrival.

5. Payment

Payments to LunaJets can be made by swift bank transfer or credit card (VISA, MasterCard, or American Express) (or another major credit card expressly accepted by LunaJets) in good standing on an account with you are authorized to charge, or by prior bank transfer on LunaJets' account.

You will make payment to LunaJets for the full amount due in accordance with your reservation latest at the time you book your trip, including any taxes due, if any. LunaJets will remit payment to the Carrier in accordance with the service agreement between LunaJets and the Carrier.

All prices and amounts are shown on the Network and are in Euros (EUR), unless otherwise noted. If you make a Request and accept a Carriage Contract, all fees, taxes and charges known at the time of such Contract will automatically be charged to your credit card or you will need to make another swift bank transfer prior to the flight. Additional fees that may be charged by the Carrier for additional services ordered by you, if any, will be billed separately by the Carrier.

6. Cancellation of trip

In case a trip is cancelled by you, any amounts paid by you will NOT be reimbursed.

LunaJets is not responsible for any cancellation of a Carriage Contract or of a trip by the Carrier. In case of such cancellation, LunaJets may, at its discretion, offer a replacement Carrier or reimburse any amounts paid by you. LunaJets bears no liability for damages arising out of or in connection with the cancellation of Carriage Contracts or trips.

7. Data Protection

LunaJets will collect and process personal data as is necessary or useful in connection with the performance of this agreement. You acknowledge and agree that such personal data may be transferred to third parties (e.g., the Carriers), including parties in foreign countries, including the United States of America.

8. No Warranties

All products, services, information available through the Network are provided on an "as is, as available" basis, without any warranty of any kind, either express or implied, other than those imposed by law. In particular, without limitation, no warranty is made regarding the acceptance of any Request or formation of any Carriage Contract; regarding the availability of services through the Network or by a Carrier; regarding the completeness, accuracy, reliability or quality of any information provided or available through the Network; regarding the performance or non-performance of Carriage Contract by Carriers; that the Network will be accessible or error-free.

The terms and conditions of any Carriage Contract govern any air transportation provided by the Carrier. You expressly agree that your use of the Network and any air transportation purchased through the Network is at your sole risk and expense.

9. Indemnification

You shall be solely responsible for any and all liability arising out of or relating to (1) your relationship with third parties on behalf of which you use the Network and enter into Carriage Contracts; (2) your relationship with Carriers and any conduct, or absence of conduct, of air transportation services.

You agree to indemnify and hold harmless LunaJets and its investors, shareholders, officers, directors, employees, affiliates, agents, contractors, attorneys, and third party service providers and their employees (the **Indemnitees**) from and against all claims, actions, liabilities, losses, expenses, damages and costs, including, without limitation, reasonable attorneys' fees, (collectively, the **Claims**) that may at any time be incurred by any of them due to your use of the Network, including without limitation by reason of any allegations or proceedings concerning (1) any breach or default in any Carriage Contract; (2) any loss or damage to persons or property connected in or resulting from your operations; (3) any violation of applicable laws or regulations by you; or (4) arising out of any breach by you of these Terms and Conditions (including any representation or warranty by you herein); except for any of the foregoing proximately caused by LunaJets' gross negligence or willful misconduct. You agree to be solely responsible for defending any claim against any Indemnitee, subject to such Indemnitee's right to participate with counsel of its own choosing; provided that you will not agree to any settlement that imposes any obligation or liability on LunaJets or any Indemnitee without LunaJets' prior written consent. An Indemnitee shall not be entitled to any indemnification for Claims that arise from its own gross negligence or willful misconduct.

In particular, you shall be responsible for any damage that may be caused to the aircraft in which you travel, by you, other passengers for which you booked a trip, and/or any animals.

10. General Limitation of Liability

To the fullest extent permitted by law, in no event shall any Indemnitee be liable for any injury, death, loss, claim, damage, act of god, accident, delay, or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arise out of or are in any way connected with any use of the Network or with any delay or inability to use the Network, or for any air travel or other services obtained through the Network.

Furthermore, Indemnitees are not responsible for any User damages and/or delays due to Carrier cancellations, breach of Carriage Contracts, equipment breakdown, government restraints, war, civil unrest, weather or any other causes beyond the Indemnitees' reasonable control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Indemnitee shall be responsible for any Carrier's breach of agreement or violation of law, or any other wrongdoing of a Carrier (including any liability in tort), as to any services arranged through the Network. No Indemnitee shall be responsible for any Carrier's failure to comply with applicable federal, state and local law including, without limitation, laws governing required refunds or consumer information disclosures.

None of the Indemnitees are responsible for any errors or delays in responding to a Request caused by technical problems beyond their control, including without limitation User error, hardware, software or transaction malfunctions.

If, notwithstanding any of the above, an Indemnitee is found liable for any loss or damage relating to the use of the Network, you agree that the liability of any such party shall in no event exceed the fee or charge paid by you to LunaJets.

11. Carriage Contract - General Terms and Conditions for each specific Flight

Reservation of Services

LunaJets is an air charter services provider and only acts as an intermediary between a Carrier and the User, now the "Charterer". LunaJets does not provide air transportation services and does not assume liability for any injury, damage, death, loss, accident or delay due to any action or omission of Carrier or third parties in connection with the Carriage Contract. LunaJets is not a party to the Carriage Contract and bears no obligation in relation thereto.

Charterer Covenant

The Charterer covenants with LunaJets that the Charterer:

- (1) Accepts full responsibility for the cleaning or the repairing of the aircraft cabin if damages take place during the execution of this Carriage Contract, or if for whatever reason the cabin is left at the end of the Carriage Contract in the same condition that it was found at the beginning of the Carriage Contract.
- (2) Will comply with all laws and governmental orders, rules and regulations in force at the time to time relating to the use of the aircraft
- (3) Will not use the aircraft for any illegal purpose or for providing transportation of passengers or cargo for compensation or hire
- (4) Will only use the aircraft to fly the Charterer, guests, officials and employees
- (5) Accepts responsibility to ensure all passengers traveling are legally authorized to undertake the air transportation, including but not limited to, holding valid passports, visas, invitations, sponsorships, according to the laws of the countries of departure and arrival.

Captain Authority

The Captain of the aircraft is entitled to take all necessary safety precautions at anytime, including the full authority to make decisions on payload (passengers, luggage, cargo), planned route, timing and ultimate landing destination. Neither LunaJets nor the Carrier are liable for any loss, damage, costs or claims or whatsoever nature arising as a result of any such decision. If the planned route, timing or destination must be changed due to the unruly conduct of a passenger, the Charterer will be liable for the complete flight price in full, plus any additional cost caused by any diversion. If the Captain has landed at a place not specified in the Carriage Contract for any purpose related to the safety of the aircraft and passenger and it may be reasonably expected that the captain will be unable to resume the flight within a short time after such landing, the Carriage Contract shall be considered completed and the price duly earned. The transportation (by road, sea or air) to the final destination is the sole responsibility of the Charterer. The Charterer in such event has no right to damages or compensation and the operator will have no further obligation or liability in relation to the Carriage Contract.

Delay

If the Charterer is not ready to commence the flight as per the itinerary on the Carriage Contract, for any reason that the Charterer is responsible for (late arrival, missing passengers, cargo, documents, visas) the Charterer will owe the Carrier a demurrage fee of Euro 350 per hour, for each commenced hour of delay.

In addition, the new departure time (take-off slot) and/or the new arrival time at destination (landing slot) will be re-allocated by the relevant airport's Air Traffic Control, and the Carrier is not liable for any delay or damages caused by such possible delay, which can extend to the following day, or the next airport opening day.

Cancellation

The cancellation fees are listed on the Carriage Contract as per the Carrier's T&C, and are non-negotiable in case of cancellation of the charter by the Charterer.

Liability

If by reason of any circumstances whatsoever beyond the control of the Carrier, LunaJets or the Charterer, as the case may be, including (but without prejudice to the generality of the foregoing) war, hijacking, riots and commotion, strikes, lock-outs, interferences of government authorities or their officials, fire, explosions, requisitions, blockade, embargo, flood, fog, Act of God, mechanical failure, breakdown or accident to the aircraft, the Carrier shall be unable to fly or continue to fly the aircraft or the Charterer shall be unable to take up any flight to be operated hereunder, neither the Carrier nor LunaJets shall be liable for the delay or non-performance of any such flight. The liability of the Carrier to the Charterer shall be limited to the repayment to the Charterer of the charter price or of such part of flying hours as proportionally unused of the charter price. In this case LunaJets will endeavour to find an alternate Carrier and aircraft for the completion of the flight, and a new and separate Carriage Contract shall be presented for approval by the Charterer.

The Charterer agrees that he/she will not be entitled to recover, and hereby disclaims and waives any right that it may otherwise have to recover, lost revenues or profits or consequential damages as a result of any breach or alleged breach by LunaJets of any of its obligations under this Carriage Contract or for any other reason. LunaJets will not be liable to the Charterer for any indirect or consequential damages caused directly or indirectly by any delay or failure to perform the flight on the aircraft. The Charterer confirms that it is fully aware of the provisions of this clause and that the charter price and other amounts have been calculated taking into account such provision.

End of Carriage Contract.

12. Entire Agreement

These Terms and Conditions constitute the entire agreement between you and LunaJets relating to your use of the Network, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by LunaJets making such amendments or modifications available on the Network. If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

13. Amendments

LunaJets may amend these Terms & Conditions at any time. Amended Terms & Conditions will be made available on LunaJets' website. Your continuing use of the Network constitutes your acceptance of the amended Terms & Conditions.

14. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of Switzerland.

Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland.