

## JetClass User Agreement

THE FOLLOWING TERMS & CONDITIONS (the “Terms”) SHALL GOVERN THE RELATIONSHIP BETWEEN JetClass GmbH (“JetClass”), AND ANY AND ALL CUSTOMERS (the “Customers”) AND PASSENGERS FOR WHOM JetClass ARRANGES, RESERVES OR OTHERWISE INITIATES TRAVEL VIA ONE OF JetClass’ S AIRCRAFT OPERATORS (the “Operators”). THE CUSTOMER UNDERSTANDS AND AGREES THAT THESE TERMS DO NOT CONSTITUTE A CONTRACT FOR CARRIAGE BETWEEN THE CUSTOMER AND JetClass. ANY CONTRACT FOR CARRIAGE RELATING TO AIR TRAVEL ARRANGED, CHARTERED, RESERVED OR OTHERWISE INITIATED FOR CUSTOMER BY JetClass IS SOLELY BETWEEN THE CUSTOMER AND THE OPERATOR AND JetClass IS NOT A PARTY OR THIRD PARTY BENEFICIARY OF SUCH CONTRACT FOR CARRIAGE. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND THE OPERATOR’ S CONTRACT FOR CARRIAGE, THESE TERMS SHALL PREVAIL TO THE EXTENT SUCH CONFLICT PERTAINS TO THE RELATIONSHIP BETWEEN JetClass AND THE CUSTOMER. THE CUSTOMER UNDERSTANDS AND AGREES THAT JetClass IS NOT AN AIRCRAFT OPERATOR AND THEREFORE JetClass ASSUMES NO LIABILITY OR RESPONSIBILITY RELATING TO THE OPERATION OR ITINERARY OF ANY AIRCRAFT OWNED, MAINTAINED OR OPERATED BY ANY OPERATOR. JetClass MAY, FROM TIME TO TIME, AMEND THESE TERMS IN ITS SOLE AND ABSOLUTE DISCRETION. ALL TRAVEL ARRANGED, RESERVED OR OTHERWISE INITIATED BY JetClass FOR CUSTOMER SHALL REMAIN GOVERNED BY THE TERMS OF THIS AGREEMENT IN EFFECT AT THE TIME OF SUCH BOOKING. 以下条款与条件(下称“条款”)适用于 JetClass GmbH(下称“JetClass”)与任何及所有客户(下称“客户”)以及 JetClass 为其安排、预订或通过 JetClass 的飞机运营商之一(下称“运营商”)发起旅行的乘客之间的关系。客户理解并同意这些条款不构成客户与 JetClass 之间的运输合同。JetClass 为客户安排、包租、预订或以其他方式发起的航空旅行的任何运输合同仅为客户与运营商之间的合同, JetClass 不是该运输合同的一方或第三方受益人。如果本条款与承运人的运输合同有任何冲突,则在此类冲突与 JetClass 与客户之间的关系有关的范围内,以本条款为准。客户理解并同意 JetClass 不是飞机运营商,因此 JetClass 不对任何运营商拥有、维护或运营的任何飞机的运营或行程承担任何责任。JetClass 可随时全权酌情修改本条款。JetClass 为客户安排、预订或以其他方式发起的所有旅行应继续受预订时有有效的本协议条款的约束。

## Definitions 定义

1. **“JetClass Member/Customer”** means any person/s, or organisation that has a valid membership with JetClass
1. **“JetClass 会员/客户”** 指持有 JetClass 有效会员资格的任何个人或组织
2. **“Flight Operations Team”** means a staff member of JetClass, responsible for the logistics of member flights.
2. **“航班运营团队”** 系指负责会员航班后勤工作的 JetClass 员工。

3. **“Operators”** means such companies or person/s (a) holding an air operator certificate issued by the relevant national authority permitting them to deliver the air transportation services to the Customer; and (b) who are approved from time to time by JetClass as offering an appropriate standard of aircraft cabin layout and customer service
  
3. “运营航司”指持有国家有关当局颁发的允许其向客户提供航空运输服务的航空经营人证书的公司或人员;以及(b) JetClass 不时批准提供适当标准的客舱布局和客户服务的公司
  
4. **“Charter Flights”** means the flight services and related commercial products as may be offered from time to time through the JetClass Platform
  
4. **“包机”**系指可能不时通过 JetClass 平台提供的航班服务和相关商业产品
  
5. **“JetClass Platform”** means all points of sale including but not limited to website(s), mobile application(s), telephone and
  
5. **“JetClass 平台”**指所有销售点,包括但不限于网站、移动应用程序、电话和电子邮件 email

## 1. GENERAL PROVISIONS 总则

1.1 JetClass maintains a platform on which Operators make air travel available to its Customers via website(s), mobile application(s), telephone and email. JetClass 维护一个平台,运营商通过网站、移动应用程序、电话和电子邮件向客户提供航空旅行服务。

1.2 Any and all air travel performed pursuant to these Terms is expressly subject to any and all contracts, agreements or terms and conditions by and between Operator and Customer. 根据本条款进行的任何和所有航空旅行明确受运营商和客户之间的任何和所有合同、协议或条款和条件的约束。

1.3 Customers and Passengers acknowledge and agree that JetClass has no liability, responsibility, authority or control whatsoever relating to Operator's ownership, operation, maintenance, procedures or itineraries with respect to operation of aircraft or the provision of air travel and related services by Operator. Any and all claims of any nature whatsoever relating to air travel provided by Operator shall be directed solely to Operator. 客户和乘客承认并同意,JetClass 不承担与运营商的所有权、运营、维护、程序或行程有关的任何责任、责任、权力或控制权,涉及飞机运营或运营商提供的航空旅行和相关服务。运营商提供的与航空旅行有关的任何性质的任何和所有索赔均应仅针对运营商。

1.4 Customers and Passengers are responsible for complying with the Operator' s terms & conditions and/or Contract for Carriage (collectively, the "Operator' s Terms" ), including, but not limited to the following: arrival at the airport in sufficient time for departure; pet carriage rules and restrictions; luggage and carry-on rules and restrictions; possession of valid personal identification and/or passport documents (as required by law and pursuant to the Operator' s Terms). Customers and Passengers should be aware that entry into another country may be refused even if they are in possession of required information and valid passports and visas. 客户和乘客有责任遵守运营商的条款和条件和/或运输合同（统称“运营商条款”），包括但不限于以下内容：以足够的时间抵达机场以起飞；宠物运输规则和限制；行李和随身携带规则和限制；拥有有效的个人身份证明和/或护照文件（根据法律要求和运营商条款）。客户和乘客应该知道，即使他们拥有所需的信息和有效的护照和签证，进入另一个国家也可能会被拒绝。

1.4.1 In the event Customer or Passenger fail to arrive at the airport on time for departure or otherwise fail to comply with Operator' s Terms such that Operator is not able or willing to provide Customer and/or Passenger with the reserved air travel, JetClass shall have no liability whatsoever to Customer or Passenger for the cancelled air travel, nor does JetClass have any obligation to reschedule or arrange alternate air travel for Customer and/or Passenger without additional charges as may be required for any air travel arrangement made by JetClass in the normal course of business. 如果客户或乘客未能按时到达机场起飞或以其他方式未能遵守运营商的条款，导致运营商无法或不愿意为客户和/或乘客提供预订的航空旅行，JetClass 将不承担任何责任 JetClass 也没有义务为客户和/或乘客重新安排或安排替代的航空旅行，而不收取 JetClass 在正常过程中进行的任何航空旅行安排可能需要的额外费用商业。

1.4.2 Customer and Passenger are solely responsible for obtaining and possessing at the time of air travel all travel documents required for their itinerary, including but not limited to passports, visas and government-issued photo identification. Customer and Passenger are solely responsible for presenting any such documents to relevant officials in a timely manner that does not alter or delay Customer or Passenger' s scheduled departure. 客户和乘客全权负责在航空旅行时获取和持有其行程所需的所有旅行证件，包括但不限于护照、签证和政府签发的带照片的身份证件。客户和乘客全权负责及时向相关官员提供任何此类文件，而不会改变或延迟客户或乘客的预定出发时间。

1.4.3 Customer and Passenger are solely responsible for compliance with all laws, regulations, orders, demands and travel requirements of the countries whose laws may govern the flight. (the "Travel Requirements" ). JetClass does not provide advice or recommendations relating to Travel Requirements and JetClass recommends that Customer and Passengers consult the relevant government website regarding all such requirements. To the extent any JetClass employee or agent attempts to provide such advice,

JetClass hereby expressly disclaims and denies liability for any statements made regarding Travel Requirements. JetClass also hereby expressly disclaims and denies liability for any statements made by any employee or agent of any Operator regarding Travel Requirements. JetClass shall have no liability whatsoever for Customer or Passenger' s failure to comply with applicable Travel Requirements. 客户和乘客全权负责遵守其法律可能管辖航班的国家/地区的所有法律、法规、命令、要求和旅行要求。

（“旅行要求”）。JetClass 不提供与旅行要求相关的建议或建议，JetClass 建议客户和乘客就所有此类要求咨询相关政府网站。如果任何 JetClass 员工或代理试图提供此类建议，JetClass 特此明确声明并否认对有关旅行要求的任何陈述承担责任。JetClass 还特此明确否认并否认对任何运营商的任何员工或代理人就旅行要求所作的任何陈述承担责任。JetClass 对客户或乘客未能遵守适用的旅行要求不承担任何责任。

1.5 Customers acknowledge and agree that smoking is prohibited on all aircraft. Customer expressly agrees to indemnify JetClass against any and all claims, penalties, fees or other liabilities arising out of Customer' s failure to comply with this provision. 客户承认并同意所有飞机上均禁止吸烟。客户明确同意赔偿 JetClass 因客户未能遵守本条款而引起的任何和所有索赔、罚款、费用或其他责任。

1.6 Customer accepts and assumes all responsibility and liability for the conduct of any and all Passenger(s) for whom s/he has arranged flights through JetClass. Customer acknowledges and agrees that by arranging flights for other Passengers, s/he has the authority to do so and that s/he has brought these Terms to the attention of the other passenger(s) and that they have agreed to be bound by them. Customer also acknowledges and agrees that s/he has brought the terms and conditions of the Operator(s) to the attention of the other Passenger(s) and that they have agreed to be bound by them. Customer further acknowledges and agrees that Customer and the other Passenger(s) for whom s/he arranged flights through JetClass are jointly and severally liable for any and all damages resulting from any default by Customer pursuant to these Terms or the Operator' s Terms. In the event of a breach of these Terms or Operator' s Terms by Customer or any other passenger(s), JetClass reserves any and all rights available to it by law to seek recourse, indemnification and other relief over against Customer and/or the other Passenger(s). 客户接受并承担其通过 JetClass 为其安排航班的任何和所有乘客的行为的所有责任和义务。客户承认并同意，通过为其他乘客安排航班，她/他有权这样做，并且她/他已将条款提请其他乘客注意，并且他们已同意受其约束。客户还承认并同意，他/她已将运营商的条款和条件提请其他乘客注意，并且他们已同意受其约束。客户进一步承认并同意，客户和他/她通过 JetClass 为其安排航班的其他乘客对因客户违反本条款或运营商条款而造成的任何及所有损害承担连带责任。如果客户或任何其他乘客违反这些条款或运营商的条款，JetClass 保留法律规定的任何和所有权利，以寻求对客户和/或其他乘客的追索、赔偿和其他救济。

1.7 Customer acknowledges and agrees that the customer will become knowledgeable about and comply with the maximum number, weight and dimensions for carry-on and hold baggage, via the Operator's Terms and/or the JetClass website. Customer further acknowledges and agrees that failure to comply with these requirements may result in Operator refusing to carry baggage on board its aircraft. JetClass assumes no liability whatsoever for such refusal. 客户承认并同意，客户将通过运营商条款和/或 JetClass 网站了解并遵守随身行李和托运行李的最大数量、重量和尺寸。客户进一步承认并同意，不遵守这些要求可能会导致运营商拒绝在其飞机上携带行李。JetClass 对此类拒绝不承担任何责任。

1.8 JetClass may at any time and at its sole and unfettered discretion refuse to provide additional services to any Customer. JetClass 可随时自行决定拒绝向任何客户提供额外服务。

1.9 In the event an Operator makes JetClass aware of changes in an itinerary, JetClass shall use reasonable efforts to communicate such changes to Customer via the communication methods (e.g., telephone or email) provided to JetClass at the time of booking. JetClass shall have no liability whatsoever for any failure to succeed in communicating with the Customer concerning such changes. 如果运营商告知 JetClass 行程变更，JetClass 应尽合理努力通过预订时提供给 JetClass 的通讯方式（例如电话或电子邮件）向客户传达此类变更。JetClass 对未能成功与客户就此类更改进行沟通不承担任何责任。

1.10 In the event Customer or Passenger(s) fail to arrive on time for or otherwise qualify for all or any portion of the air travel booked through JetClass, Customer shall not be entitled to any refund from Operator unless otherwise designated in Customer's agreement with Operator, regardless of the reason for Customer and/or Passenger's failure to use any portion of the air travel. 如果客户或乘客未能按时到达或没有资格参加通过 JetClass 预订的全部或任何部分航空旅行，除非客户与运营商的协议中另有规定，否则客户无权从运营商处获得任何退款，无论客户和/或乘客出于何种原因未能使用航空旅行的任何部分。

1.11 In the event an Operator is diverted from or otherwise prevented from landing at its intended destination for any reason, JetClass shall take reasonable efforts to assist Customer in securing alternate transportation to his/her intended destination provided, however, that Customer understands and agrees that all costs and fees associated with such alternate transportation are to be paid completely and directly by Customer to any third party provider(s) of such alternate transportation. Any Contract for Carriage relating to such alternate transportation is solely between Customer and the third-party provider(s) and JetClass shall have no liability relating thereto. Customer further acknowledges and agrees that while JetClass may assist in booking alternate transportation, it in no way guarantees or warrants availability of alternate transportation deemed satisfactory to Customer and/or

Passenger(s). 如果运营商因任何原因被改道或以其他方式无法降落在其预定目的地, JetClass 应尽合理努力协助客户确保替代运输方式到达其预定目的地, 但前提是客户理解并同意所有与此类替代运输相关的成本和费用将由客户直接全额支付给此类替代运输的任何第三方供应商。与此类替代运输有关的任何运输合同仅在客户与第三方供应商之间进行, JetClass 对此不承担任何责任。客户进一步承认并同意, 尽管 JetClass 可以协助预订替代交通工具, 但它绝不保证或担保客户和/或乘客认为满意的替代交通工具的可用性。

1.12 In the event that: (a) an Operator' s aircraft is detained (lawfully or otherwise) by any third party (including, but not limited to any regulatory, administrative, government agent or by way of lien or requisition for hire) making completion of Customer' s itinerary impossible; (b) the Operator has an administrator, receiver, trustee or other similar person acting on behalf of a lawful authority appointed over all or part of its assets in such a manner that prevents the Operator from completing the itinerary; or (c) the Operator becomes insolvent, enters into voluntary liquidation or is otherwise wound up such that completion of Customer' s itinerary becomes impossible, then JetClass shall use reasonable efforts to source an alternative Operator that is able to complete the Customer' s itinerary at a similar cost in accordance with the provisions of 1.11 above. 在以下情况下: (a) 运营商的飞机被任何第三方(包括但不限于任何监管、行政、政府代理或通过留置权或租用申请)扣留(合法或以其他方式), 以完成客户的行程不可能; (b) 运营商有一名管理人、接管人、受托人或其他类似的人代表合法当局对其全部或部分资产进行任命, 以阻止运营商完成行程; (c) 运营商资不抵债、自愿清算或以其他方式清盘以致无法完成客户的行程, 则 JetClass 应尽合理努力寻找能够以类似成本完成客户行程的替代运营商按照上述 1.11 的规定。

1.13 In the event an alternative Operator is sourced pursuant to the preceding paragraph 如果根据前款采购了替代运营商

1.12 JetClass shall make the details of the alternate itinerary available to Customer and Customer shall be entitled to accept or decline the alternative arrangements. JetClass 应向客户提供替代行程的详细信息, 并且客户有权接受或拒绝替代安排。

1.13.1 If Customer declines the alternative arrangements, then Customer' s recourse shall lie solely and exclusively with the Operator. 如果客户拒绝替代安排, 则客户的追索权应完全由运营商承担。

1.13.2 Where an offer of alternative transportation arrangements is accepted pursuant to paragraph 1.12, the Customer(s) accepting such arrangements shall be liable (in equal proportion) for any costs over and above the original total cost for the operation of the itinerary prior to the event(s) described in paragraph 1.12. 此处根据第 1.12 段接受了替代运输安排的提议, 接受此类安排的客户应(按同等比例)承担超过活动前行程运营原始总成本的任何费用(s) 第 1.12 段所述。

1.13.3 Where an offer of alternative transportation arrangements is made pursuant to paragraph 1.12 in relation to a booking that was made through

a person authorized by a Customer to book air travel arrangements through JetClass, all communications and the issuance of travel documents shall be performed solely by the authorized person on behalf of and for the benefit of Customer and Passenger(s) and any payment shall be paid directly to Operator. JetClass will only communicate directly with Customer concerning such booking when specifically requested to do so by the authorized person. 如果根据第 1.12 段就通过客户授权通过 JetClass 预订航空旅行安排的人员进行的预订提出替代运输安排的提议, 则所有通信和旅行证件的签发应仅由代表客户和乘客并为其利益的授权人, 任何付款应直接支付给运营商。JetClass 仅在获授权人明确要求时直接与客户就此类预订进行沟通。

## 2. MEMBERSHIP BENEFITS AND RESPONSIBILITIES 会员权益和责任

2.1 Once Customer becomes a JetClass member, they may submit an aircraft charter request through JetClass's website for an itinerary specified by the Customer. JetClass shall use its reasonable efforts to procure a price for such a charter (the "Charter Price") from Operator and communicate the same to Customer. 一旦客户成为 JetClass 会员, 他们可以通过 JetClass 的网站提交包机请求以获取客户指定的行程。JetClass 应尽其合理努力从运营商处获取此类包机的价格 ("包机价格") 并将其传达给客户。

2.2 JetClass members pay the membership fee as specified under the membership option that they choose. JetClass 会员按照他们选择的会员选项支付会员费。

2.3 JetClass members have access to our flight operations team as required and member services which includes coordinators who shall assist with coordinating bookings and itinerary changes.

JetClass 会员可以根据需要访问我们的航班运营团队和会员服务, 其中包括协助协调预订和行程变更的协调员。

2.4 If a JetClass member submits a flight request and books air travel through JetClass, the member has the option to pay the air operator directly and in the form that the air operator specifies.

如果 JetClass 会员提交航班申请并通过 JetClass 预订航空旅行, 则该会员可以选择以航空运营商指定的形式直接向航空运营商付款。

2.5 If a JetClass member submits a flight request and books air travel through JetClass, the member has the option to send the Charter Flight payment to JetClass who will act as a intermediary of the funds to be used to pay the Operator pursuant to the Operator's terms of carriage. JetClass will charge the customer a admin fee of 5% on the total charter fee 如果 JetClass 会员提交航班申请并通过 JetClass 预订航空旅行, 则该会员可以选择将包机付款发送给 JetClass, JetClass 将充当资金的中介, 用于根据运营商的条款向运营商付款运输。JetClass 将向客户收取总包机费用 5% 的管理费

2.6 Operators upload payment details and information to JetClass. So long as the member is in good standing with JetClass, the member can view the Operator's preferred payment methods at checkout. 运营商将付款详情和

信息上传到 JetClass。只要会员在 JetClass 的信誉良好，会员就可以在结账时查看运营商的首选付款方式。

2.7 JetClass members agree to provide accurate information when submitting flight requests. JetClass members will be obliged to provide any changes in the flight request if and when needed which may affect the booking. It is the JetClass member's responsibility to ensure that it is accurate in every respect. JetClass 会员同意在提交航班申请时提供准确的信息。JetClass 会员有义务在需要时提供任何可能影响预订的航班请求变更。JetClass 成员有责任确保其在各个方面都准确无误。

2.8 CAUTION (when booking a flight): After receiving a quote in response to a flight request, the JetClass member is solely and entirely responsible for ensuring, before entering into a contract with an air operator that the operator has understood and accurately reflected the flight request in the quote which was provided by it. Only the JetClass member (passenger) is truly equipped to notice mistakes and misunderstandings and cause them to be corrected. JetClass introduces our members to the eligible operator(s) in response to a flight request. The ongoing communication and alterations and contracting is between the JetClass member and the operator alone. 注意（预订航班时）：在收到对航班请求的报价后，JetClass 会员全权负责确保在与航空运营商签订合同之前，运营商已了解并准确反映了航班请求在它提供的报价中。只有 JetClass 成员（乘客）真正具备发现错误和误解并予以纠正的能力。JetClass 应航班请求将我们的会员介绍给符合条件的运营商。JetClass 成员和运营商之间的持续沟通、变更和合同单独进行。

### 3. EXCLUSION OF LIABILITY / INDEMNITY 免责/赔偿

3.1 JetClass shall be under no obligation to Customers and/or Passengers on a flight forming part of an itinerary in respect of any variation to or cancellation of an itinerary by the Operator (regardless of the reason therefor) and each Customer and Passenger hereby acknowledges to JetClass that in any such event they shall only have recourse against the Operator pursuant to the terms of conditions of the contract between the Operator and the Passengers. 对于运营商对行程的任何更改或取消（无论出于何种原因），JetClass 对乘客和/或作为行程一部分的航班的乘客不承担任何义务，并且每位客户和乘客在此向 JetClass 承认在任何此类情况下，他们只能根据运营商与乘客之间的合同条款向运营商追索。

3.2 JetClass shall be under no liability to any Customers and/or Passengers for any failure by JetClass to perform its obligations under these Terms arising from any reason beyond JetClass's control, including force majeure which shall include but not be limited to labour disputes, strikes or lock-outs, adverse weather conditions, civil commotion, war and warlike events or imminence thereof; riots, blockades, sanctions or embargoes, acts or omissions of governmental authorities including all civil authorities, as well as any natural disasters, such as fires, floods, adverse meteorological conditions, epidemics, quarantines, or any



requisition or impoundment of the aircraft by public authorities, technical breakdown of the aircraft, aviation or other transport incident or accident, or any other situation in which the safety of passengers, crew or the aircraft is deemed by the pilot in command (PIC) of the aircraft, or operational supervisors, to be in jeopardy. In case of such cancellation, JetClass shall be under no obligation or liability towards Customer beyond refund of the agreed charter price for such cancelled flight, reduced by cancellation fees, where such are applicable. 对于因 JetClass 无法控制的任何原因（包括但不限于劳资纠纷、罢工或锁定等不可抗力）导致 JetClass 未能履行其在本条款项下的义务，JetClass 对任何客户和/或乘客不承担任何责任— 外出、恶劣天气条件、内乱、战争和类似战争的事件或其迫在眉睫；暴乱、封锁、制裁或禁运、政府当局（包括所有民政当局）的作为或不作为，以及任何自然灾害，例如火灾、洪水、不利的气象条件、流行病、隔离，或公众对飞机的任何征用或扣押当局、飞机的技术故障、航空或其他运输事故或事故，或飞机机长（PIC）或操作监督员认为乘客、机组人员或飞机安全的任何其他情况，处于危险之中。如果发生此类取消，JetClass 除了退还此类取消航班的约定包机价格外，JetClass 对客户不承担任何义务或责任，并在适用的情况下扣除取消费用。

3.3 Customer shall indemnify JetClass and hold JetClass harmless against any claims, demands, liens, judgement, penalties, awards, remedies, debts, liabilities, damages, costs (including, but not limited to, legal costs and attorney fees), demanded or sought by any Operator or other person on a flight in connection with the actions of a Customer's Passenger(s) in any way connected with the embarkation, flight or disembarkation from an aircraft. 客户应赔偿 JetClass 并使 JetClass 免受任何索赔、要求、留置权、判决、处罚、裁决、补救措施、债务、责任、损害赔偿、费用（包括但不限于法律费用和律师费）、要求或寻求与客户乘客以任何方式与登机、飞行或下机有关的行为的任何运营商或航班上的其他人。

3.4 Customers and Passengers shall indemnify JetClass and keep JetClass indemnified against any claims, demands, liens, judgement, penalties, awards, remedies, debts, liabilities, damages, costs (including, but not limited to, legal costs and attorney fees) arising out of their conduct and/or non-compliance with these Terms or the Operator's Terms, during carriage on board an aircraft. Such indemnity shall be in effect for any claims brought against JetClass by an Operator in respect of cancellation fees payable under the Operator's Terms or any other fee or penalty including fees or penalties for cleaning, catering services, de-icing, hangar use, and airport or FBO fees of any kind. 客户和乘客应赔偿 JetClass 并使 JetClass 免受因以下原因引起的任何索赔、要求、留置权、判决、处罚、裁决、补救措施、债务、责任、损害、费用（包括但不限于法律费用和律师费）他们在飞机上运输期间的行为和/或不遵守这些条款或运营商条款的行为。对于运营商就根据运营商条款应付的取消费用或任何其他费用或罚金（包括清洁、餐饮服务、除冰、机库使用和机场费用或罚金）向 JetClass 提出的任何索赔，此类赔偿应有效或任何形式的 FBO 费用。

3.5 Carriage booked under these Terms shall always be subject to the Operator's Terms. 根据这些条款预订的运输将始终受运营商条款的约束。

3.6 In the event a booking is made through a 3rd party agent, JetClass shall have no liability whatsoever to a Customer, Passenger, potential Customer or potential Passenger arising out of or in any way connected with such third party's failure to comply with these Terms. In such circumstances, the sole recourse for an aggrieved Customer, Passenger, potential Customer or potential Passenger shall be against the third party or the air operator if a contract of carriage has been entered into between the Customer and Operator. This provision shall include claims involving: (a) cancellation of an itinerary by JetClass due to the 3rd party's failure to effect payment within the timeframes set out under the agreement with Operator; (b) cancellation of an itinerary by Operator due to the third party's failure to effect payment within the timeframes set out under the agreement between Operator and Customer; (c) the third party's failure to transmit information (including booking confirmations and itinerary changes) to a Customer, Passenger, potential Customer or potential Passenger in a timely manner; or (d) errors in the data or information provided by the third party to JetClass. 如果通过第三方代理进行预订, JetClass 不对客户、乘客、潜在客户或潜在乘客因该第三方未能遵守这些条款而引起或以任何方式与之相关的任何责任。在这种情况下, 如果客户和运营商之间已签订运输合同, 受害客户、乘客、潜在客户或潜在乘客的唯一追索权应是针对第三方或航空运营商。本条款应包括涉及以下内容的索赔: (a) 由于第三方未能在与运营商协议规定的时间范围内付款, JetClass 取消行程; (b) 由于第三方未能在运营商与客户协议规定的期限内付款, 运营商取消行程; (c) 第三方未能及时向客户、乘客、潜在客户或潜在乘客传输信息 (包括预订确认和行程变更); (d) 第三方向 JetClass 提供的数据或信息中的错误。

3.7 JetClass's platform permits Customers to initiate travel arrangements with independent contractor Operators. Although JetClass takes care in selecting these Operators, they are all independent parties and JetClass has no control over them and is not responsible for their acts or omissions. Services provided by these Operators are subject to any conditions imposed by them and as such, their liability is limited by their tariffs, conditions of carriage, booking terms, tickets and vouchers. Some of these terms and conditions may limit or exclude the Operator's liability to Customers and Passengers. JetClass 的平台允许客户与独立承包商运营商进行旅行安排。尽管 JetClass 谨慎选择这些运营商, 但它们都是独立的各方, JetClass 无法控制它们, 也不对其作为或不作为负责。这些运营商提供的服务受其施加的任何条件的约束, 因此, 其责任受其运价、运输条件、预订条款、机票和代金券的限制。其中一些条款和条件可能会限制或排除运营商对客户和乘客的责任。

3.8 JetClass is not responsible for any loss, damage or injury, whether physical or mental, or to property, resulting from any delay, substitution

or deficiency of quality of equipment or service, or any act, omission, or negligence of any of the Operators, their agents, servants, employees or subcontractors supplying any of the services or for any claims for such loss, damage, or injury, whether physical or mental, arising therefrom, or from any claim that arises by reason of any action or omission of any party other than JetClass. JetClass 不对因设备或服务质量的任何延迟、替换或缺陷, 或任何运营商的任何行为、疏忽或疏忽而导致的任何身体或精神损失、损害或伤害或财产损失负责, 他们的代理人、雇员、雇员或分包商提供任何服务或就该等损失、损害或伤害(无论是身体上的还是精神上的)或因任何一方的任何作为或不作为而引起的任何索赔而提出的任何索赔 JetClass 除外。

3.9 JetClass' s liability for any loss, damage or injury, whether physical or mental, arising from its own acts, omissions or negligence, is limited to the price of the fee paid to JetClass. JetClass 对其自身行为、疏忽或疏忽造成的任何身体或精神损失、损害或伤害的责任仅限于向 JetClass 支付的费用。

#### 4. PAYMENT TERMS 付款条款

4.1 JetClass offers a number of Membership PAYMENT types from which Customers may select. Each type is for the use of JetClass' s membership service. These fees do not in any way comprise any portion of the charter price itself. JetClass 提供多种会员支付类型供客户选择。每种类型都用于使用 JetClass 的会员服务。这些费用不以任何方式构成租船价格本身的任何部分。

4.2 Operators set their own payment terms, the details, terms and conditions of which JetClass will communicate to its Customers. Operators specify how they want to be paid and in what timeframe payment must be made. JetClass provides this information to Customers. 运营商设置自己的付款条款, JetClass 将向其客户传达的详细信息、条款和条件。运营商指定他们希望如何付款以及必须在什么时间范围内付款。JetClass 将此信息提供给客户。

4.3 In the event of direct payments by the Customer to the Operator, the Operator/s shall specify the currency in which payment is required. Any currency exchange fees are the sole responsibility of the Customer. 如果客户直接向运营商付款, 运营商应指定需要付款的货币。任何货币兑换费用均由客户自行承担。

4.4 JetClass does not offer a refund or credit on a membership fee for the use of JetClass' s service under any circumstance. By creating an account with JetClass and agreeing to these terms, or by signing up to a paid membership plan offered by JetClass, Customers acknowledge that they have read and understood this refund/credit policy and agree not to request a chargeback with their credit card issuer either for the membership fee or the flight fee due to the digital nature of the data access services and booking services provided by JetClass. 在任何情况下, JetClass 均不对使用 JetClass 服务的会员费提供退款或积分。通过在 JetClass 创建帐户并同意这些条款, 或通过注册 JetClass 提供的付费会员计

划，客户承认他们已阅读并理解本退款/信用政策并同意不向其信用卡发卡机构申请退款由于 JetClass 提供的数据库访问服务和预订服务的数字性质，会员费或航班费。

4.5 JetClass accepts credit card, wire payments, ACH payments, for the purchase of charter flights and memberships. Any currency exchange fee, foreign exchange rate difference, refund fees, transfer fees, wire fees, or bank fees are the sole responsibility of the Customer. JetClass 接受信用卡、电汇付款、ACH 付款以购买包机和会员资格。任何货币兑换费用、外汇差价、退款费用、转账费用、电汇费用或银行费用均由客户自行承担。

4.6 JetClass acts as Intermediary only for payments received for charter flights and carriage booked under these Terms shall always be subject to the Operator's Terms and Conditions. JetClass 仅作为根据这些条款预订的包机和运输收到的付款的中间人，应始终遵守运营商的条款和条件。

4.7 Refunds for Charter Flights are always pursuant to the Operators terms and conditions. Any currency exchange fee, foreign exchange rate difference, refund fees, transfer fees, wire fees, or bank fees are the sole responsibility of the Customer receiving such refund. 包机退款始终遵循运营商的条款和条件。任何货币兑换费用、外汇差价、退款费用、转账费用、电汇费用或银行费用均由收到此类退款的客户全权负责。

4.8 All Charter Flight payments received by JetClass acting as intermediary shall be dispersed to Operator's pursuant to the Operator's terms of carriage. JetClass 作为中间人收到的所有包机费用应根据运营商的运输条款分摊给运营商。

## 5. GENERAL 总则

5.1 These Terms and Conditions set out the entire agreement and understanding between JetClass and Customers and Passengers regarding the use of the JetClass platform to charter aircraft. No Customer or Passenger may rely on any representations made to it by any other person or party, whether written or oral, except as is expressly contained in these Terms. 这些条款和条件规定了 JetClass 与客户和乘客之间关于使用 JetClass 平台包机的完整协议和谅解。除非本条款明确包含，否则任何客户或乘客均不得依赖任何其他人或当事方向其作出的任何书面或口头陈述。

5.2 No failure by JetClass to exercise and no delay by JetClass in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law. JetClass 未行使或 JetClass 未延迟行使本协议项下的任何权利、权力或特权，均不应视为对其的放弃，任何单独或部分行使任何权利、权力或特权也不排除任何其他或进一步行使或行使任何其他权利、权力或特权。此处提供的权利和补救措施是累积的，不排除法律规定的任何权利或补救措施。

5.3 No Customer or Passenger shall be entitled to assign their rights or benefits under these Terms. 任何客户或乘客均无权转让其在本条款下的权利或利益。

5.4 These Terms may not be varied except with the written agreement of JetClass. 除非获得 JetClass 的书面同意，否则不得更改这些条款。

6. CONTENT CONTRIBUTED TO THE SITE BY MEMBERS 会员向本网站提供的内容

The Site allows Members to submit content such as reviews or photographs, and to share those reviews or photographs through the Site with other Users. In this Agreement we refer to all of this Content provided by Users as “User Content”. 本网站允许会员提交评论或照片等内容，并通过本网站与其他用户分享这些评论或照片。在本协议中，我们将用户提供的所有这些内容称为“用户内容”。

In order for us to make the User Content you contribute available on the Site for these purposes, and to operate, market and promote the Service, we need the right to make use of such User Content in accordance with and subject to this Agreement. Therefore, by contributing User Content to the Site or creating it on the Site you automatically grant to us an irrevocable and perpetual (except as set forth in this Agreement), non-exclusive, transferable, fully-paid, royalty-free (except as expressly set forth in this Agreement), worldwide license, by ourselves or with others, to use, copy, distribute, publicly perform, publicly display, print, publish, republish, excerpt (in whole or in part), reformat, translate, modify, revise and incorporate into other works, that User Content and any works derived from that User Content, in any form of media or expression, in the manner in which the Service from time to time permits User Content to be used, and to license or permit others to do so. 为了使我们能够出于这些目的在网站上提供您提供的用户内容，并运营、营销和推广服务，我们需要有权根据并遵守本协议使用此类用户内容。因此，通过向网站贡献用户内容或在网站上创建用户内容，您自动授予我们不可撤销和永久（本协议中规定的除外）、非排他性、可转让、全额支付、免版税（除非在本协议中明确规定），全球许可，由我们自己或与他人一起使用、复制、分发、公开表演、公开展示、印刷、出版、再版、摘录（全部或部分）、重新格式化、翻译、修改，以任何形式的媒体或表达方式，以服务不时允许使用用户内容的方式，修改用户内容和从该用户内容衍生的任何作品并将其合并到其他作品中，并许可或允许其他人这样做。

We may from time to time change the manner in which User Content can be used by the Service, and if we do so any license you have granted to us for use of that content shall automatically be extended to new uses permitted by the Service, and any licenses previously granted to us for uses no longer permitted by the Service shall continue. If you contribute User Content to the Site, it is your responsibility to check the Site from time to time to review how we permit User Content to be used. 我们可能会不时更改服务使用用户内容的方式，如果我们这样做，您授予我们使用该内容的任何许可将自动扩展到服务允许的新用途，并且先前授予我们用于服务不再允

许的用途的任何许可将继续有效。如果您向网站贡献用户内容，您有责任不时检查网站以查看我们如何允许使用用户内容。

You may at any time, on written notice to us, terminate your use of the Site and this Agreement in the manner provided below, and upon such termination your license to us shall terminate, provided that after such termination that license will continue with respect to any Permitted Use of your User Content that commenced prior to the effective time of the termination, until that Permitted Use ceases. A Permitted Use is any use of Content permitted by this Agreement or the Service. For example, if at the time of your termination any User Content you have contributed to the Site is used on the Site, or has been printed by a Member for their personal use, or is used by us in promotional materials, those uses may continue until they cease. Also, if you choose to terminate, we may retain a copy of the applicable User Content for archival purposes. Finally, if your use of the Site or this Agreement terminates for any reason, or Content is removed from the Site, your license hereunder to use the Content or the removed Content, as the case may be, terminates immediately. 您可以随时以书面通知我们，以下述方式终止您对本网站和本协议的使用，并且在此类终止时，您对我们的许可将终止，前提是在此类终止后，该许可将继续针对在终止生效时间之前开始的对您用户内容的任何许可使用，直到该许可使用停止为止。许可使用是指对本协议或服务允许的内容的任何使用。例如，如果在您终止时，您为网站提供的任何用户内容在网站上使用，或已被会员打印供其个人使用，或被我们用于宣传材料，则这些使用可能会继续直到他们停止。此外，如果您选择终止，我们可能会保留一份适用的用户内容的副本以用于存档目的。最后，如果您对本网站或本协议的使用因任何原因终止，或内容从本网站中删除，您根据本协议使用该内容或已删除内容的许可（视情况而定）将立即终止。

JetClass reserves the right to remove Content from the Site at any time, without notice, for any reason, or for no reason, in its sole discretion. JetClass 保留随时以任何理由或无理由自行决定从网站上删除内容的权利，恕不另行通知。

You represent and warrant to JetClass that (a) you are the sole owner, author and copyright owner of User Content you contribute to the Site or you have written permission from the author, owner or copyright owner to make such User Content available to the Service as “User Content”, and (b) such User Content does not infringe upon any third party rights (including but not limited to any copyright, patent, trademark, trade secret, other intellectual property rights, moral rights, privacy rights or publicity rights); (c) such User Content complies with this Agreement and does not contain any defamatory, libelous or obscene material; (d) such User Content does not violate any applicable laws, regulations, or contain any false statements or misrepresentations; and (e) you have the written consent, release, and/or permission of each and every identifiable individual person, or the owner/author of any objects or work in such User Content to use the name or likeness of each and every such

identifiable individual person, object or work, to enable inclusion and use of such User Content in the manner contemplated by the Service and this Agreement. 您向 JetClass 声明并保证 (a) 您是您为网站贡献的用户内容的唯一所有者、作者和版权所有人，或者您已获得作者、所有者或版权所有人的书面许可，可以将此类用户内容提供给服务作为“用户内容”，并且 (b) 此类用户内容不侵犯任何第三方权利（包括但不限于任何版权、专利、商标、商业秘密、其他知识产权、精神权利、隐私权或宣传权）；(c) 此类用户内容符合本协议且不包含任何诽谤、诽谤或淫秽材料；(d) 此类用户内容不违反任何适用的法律、法规或包含任何虚假陈述或失实陈述；(e) 您已获得每个可识别个人或此类用户内容中任何对象或作品的所有者/作者的书面同意、发布和/或许可，以使用每个此类可识别的名称或肖像个人、对象或工作，以便以服务和本协议所设想的方式包含和使用此类用户内容。

## 7. APPLICABLE LAW AND FORUM 适用法律和论坛

7.1 This agreement shall be governed, construed and enforced in accordance with the Laws of the United Arab Emirates. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the DIFC Courts, Dubai, United Arab Emirates 他的协议应根据阿拉伯联合酋长国的法律进行管理、解释和执行。因本协议引起或与本协议有关的任何争议，包括有关其存在、有效性或终止的任何问题，均应受阿拉伯联合酋长国迪拜 DIFC 法院的专属管辖

---

In the event of early membership cancellation, an early cancellation fee of X% of the remaining period will be charged. Members authorizes JetClass to charge the full amount of the early cancellation fees to the credit/debit card required to be provided by Member or already on file with JetClass (“Credit/Debit Card”). In the event a Member’s Credit/Debit Card is declined for insufficient funds or otherwise, the Member shall provide an alternative payment method immediately. 如果提前取消会员资格，将收取剩余期限 X% 的提前取消费用。会员授权 JetClass 向会员要求提供或已在 JetClass 备案的信用卡/借记卡（“信用卡/借记卡”）收取全额提前取消费用。如果会员的信用卡/借记卡因资金不足或其他原因被拒绝，会员应立即提供替代付款方式。