

## **Operator-Participant Contract**

This Operator-Participant Contract (“Agreement”) sets forth the terms and conditions under which **JetSuiteX, Inc. (“JSX”), 1341 West Mockingbird Lane, Suite 600E, Dallas, TX 75247**, agrees to provide you (“Participant”) with charter air transportation (“Charter”) in return for payment in the amount indicated as the total Charter price. This Agreement is in addition to the [Contract of Carriage](#) between Participant and Carrier (defined below), which sets forth the terms and conditions under which passengers and their baggage are carried on Charter flights, and establishes a separate contract between the Participant and the Carrier.

The **Origin** and **Destination** cities for each flight leg, the **dates** of each flight, and the **amount** and **terms for payment** will be printed or hyperlinked to on the electronic receipt, which is incorporated herein by reference.

### 1. Air Carriers and Aircraft

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

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

### 2. Charter Price

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

### 3. Reservations and Payment

- a. Full payment and acceptance of this Agreement are required to secure and confirm tickets. A valid credit card is the only form of payment accepted by JSX.
- b. Credit card payments are processed directly into JSX's escrow account at the depository bank, First Foundation Bank. When travel is booked by Participant through a retail travel agent or authorized reseller, payments may be made to the agent or authorized reseller, who must in-turn make payment to First Foundation Bank.
- c. New reservations made via JSX's phone support are subject to a \$25 fee per transaction.
- d. All reservations are confirmed and delivered electronically to the email address(es) provided by Participant or agent acting on behalf of Participant.
- e. No reservation shall be considered a confirmed reservation if purchase is not completed at least twenty (20) minutes prior to scheduled departure and until payment in full has been collected and received. No reservation, paid by any means JSX accepts, shall be considered a confirmed reservation if the transaction is not accepted by JSX for any reason, including but not limited to the circumstances identified in paragraph (f), below, whether or not Participant is notified that the reservation has been canceled.
- f. Except as otherwise prohibited by applicable law, JSX reserves the right to cancel a confirmed reservation, without refund or recourse, to any Participant suspected of making or confirmed to have made an abusive or fraudulent booking, at the sole judgment of JSX. Examples of fraudulent and abusive bookings include, but are not limited to:
  - i. A Participant who books a confirmed reservation with the intention of reselling their purchase for the purpose of financial gain and who is not an authorized agent of JSX; and/or
  - ii. A Participant who books Refundable (All In) confirmed reservations for multiple flights on the same route, same direction of travel, on the same or successive calendar days with the intent to cancel unused confirmed reservations; and/or
    1. A Participant who books a Refundable (All In) confirmed reservation and a ticket on a space-available non-revenue basis with the intent to cancel their Refundable (All In) confirmed reservation for the purpose of utilizing reduced or complimentary travel as part of a qualified non-revenue program.

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

- i. Participant's confirmed reservation will be canceled without refund; and/or
- ii. Participant will be permanently uninvited to travel with JSX; and/or
- iii. Participant will be reported to their employer in the event of a staff travel or travel benefit violation; and/or
- iv. JSX may refer the matter to law enforcement and/or pursue all available legal remedies.

#### 4. Itinerary Changes and Cancellations

Policies governing Changes, Cancellations, and Refunds are specific to fare rules disclosed and agreed upon when purchasing Charter flight.

- a. Non-Refundable Fares ("Hop On"):
  - i. Changes: Non-refundable fares (Hop On) may be changed at any time prior to the scheduled departure time of the originally ticketed flight, subject to availability, for a fifty-dollar (\$50.00) change fee per person, per flight segment, plus any and all applicable difference in fare.
  - ii. Cancellations: Non-refundable fares (Hop On) may be canceled no later than one (1) hour prior to the applicable flight's scheduled departure time. Value of canceled ticket(s) shall be retained by Participant as a Credit Shell to be used for future travel on Carrier, pursuant to all Credit Shell terms and conditions, less a fifty-dollar (\$50.00) cancellation penalty per Participant, per flight segment. Taxes and fees will be included as part of the Credit Shell value where permitted by applicable law. Taxes and fees are not refunded except when/where required by applicable law and, where permitted, only upon written request by original Participant. Failure to cancel a non-refundable reservation at least one (1) hour prior to scheduled departure of the originally ticketed flight will result in forfeiture of fare.
  - iii. 24 Hour Policy: JSX will allow a Charter reservation in a non-refundable class of service to be refunded to the original form of payment without cancellation penalties if the cancellation is made within the first twenty-four (24) hours after booking *and* the applicable flight is not within twenty-four (24) hours of booking. Charter reservations made for flights scheduled to depart less than twenty-four (24) hours after time of reservation are non-refundable and standard "Hop On" change and

cancellation rules apply.

- b. Refundable Fares (“All In”):
  - i. Changes: Refundable fares (All In) may be changed at any time prior to the scheduled departure time of the original flight, subject to availability, without the assessment of a change fee. A Participant ticketed in a refundable class of service (All In) must pay any applicable difference in fare. Failure to change a refundable reservation prior to scheduled departure of the originally ticketed flight will result in forfeiture of fare.
  - ii. Cancellations: Refundable fares (All In) must be canceled prior to the original flight’s scheduled departure time to receive a full refund. Failure to cancel a refundable reservation prior to scheduled departure of the originally ticketed flight will result in forfeiture of fare.
  - iii. Refunds: Refunds pursuant to the terms of this Section will be made by JSX to Participant’s original form of payment. When a portion of the itinerary has been flown, the refund will be made in the amount equal to the applicable fare (less applicable discounts) for the unflown portion of the trip canceled or not operated as scheduled by JSX.
  
- c. Combined Fare Types On Same Reservation:
  - i. Where legs of an itinerary are ticketed in different classes of service (e.g., one leg in Hop On and one leg in All In), the refund, change and cancellation policies specific to each class of service will apply to the segment/flight ticketed in that category. Purchasing one leg as a refundable fare and one leg as a non-refundable fare in the same itinerary does not make the entire reservation refundable.
  
- d. Name Changes:
  - i. Name changes are permitted until one (1) hour prior to scheduled departure of the first flight on a Participant’s Charter itinerary. Names cannot be changed on an itinerary where the first segment has already been flown.
  - ii. Name changes can only be made by contacting JSX’s Customer Support phone line at (800) 435-9579 and providing the updated full legal name, date of birth, and other information necessary to clear the Participant for travel.
  - iii. Non-refundable fares (Hop On) will incur a \$25 fee per traveler name change. This fee is waived for refundable (All In) fares. Group bookings are subject to the terms and conditions outlined in Section 5.
  
- e. Credit Shells and Vouchers:
  - i. Credit Shell: A Credit Shell issued to a Participant is valid for one (1) year from the date of ticket purchase stated on the Charter itinerary. The value of the Credit Shell is transferable and may be used to book a new

reservation on JSX in the name of the Participant or in the name of another person designated by the original Participant. A maximum of one (1) name change per Credit Shell is allowed. Rebooking can be obtained by contacting JSX's Customer Support phone line at (800) 435-9579.

- ii. Vouchers: A Voucher is valid for up to one (1) year from the date of issuance of the voucher and must be used in its entirety during its validity period. Used, for the purpose of this clause, means that travel is booked, flown and completed. Vouchers are non-transferable unless otherwise stated herein.

f. Other Fare Provisions

- i. Transportation is subject to the fares, taxes, and charges in effect on the date and at the time the reservation was made.
- ii. If the reservation has been confirmed and ticket issued before an increase in the advertised fare becomes effective, the reservation shall be honored for transportation as purchased.
- iii. If the fare decreases after a confirmed reservation has been made and e-ticketed, Participant shall not be entitled to a refund, credit other adjustment to the original fare.
- iv. Fares apply only between the points named and via the routing as shown on the ticket and are not applicable to or from intermediate points.
- v. JSX has non-refundable ("Hop On") fares and refundable ("All In") fares. Different fare types may not be available on all flights. Refundable fares are not available for group reservations (Reference Section 5 for details).
- vi. Except where otherwise required by applicable law, Passengers who build their own connections on separate confirmed reservations, from any source including JSX's own website, app, or staff, are not entitled to compensation, protection, or re-accommodation in the event that a subsequent flight is missed due to delay or cancellation of another flight, regardless of reason.
- vii. JSX does not offer special fares or discounts for infants occupying their own seats, children, senior citizens, military personnel, or any other category of Passenger.

5. Group Reservations

Reservations for ten (10) or more Participants traveling as a group on the same itinerary must be made through JSX's Group Desk, which can be contacted at [groupbooking@jsx.com](mailto:groupbooking@jsx.com). Group reservations are not eligible to purchase refundable (All In) fares and are subject to cancellation and refund policies unique to group reservations as defined below:

- a. Cancellation:

- i. If a group reservation is canceled within twenty-four (24) hours of booking and the first flight in the Charter itinerary is eight (8) or more days in the future, payment will be refunded in full without assessment of cancellation fees.
- ii. If cancellation conditions as stated above are not met, the following penalties apply where percentage of penalty is calculated based on fare paid:
  - 1. Cancellation 46+ days prior to departure: 10% penalty
  - 2. Cancellation 31-45 days prior to departure: 25% penalty
  - 3. Cancellation 15-30 days prior to departure: 50% penalty
  - 4. Cancellation 1 hour-14 days prior to departure: 90% penalty
  - 5. Cancellation less than 1 hour prior to departure: 100% penalty

b. Changes

- i. A group reservation may be changed if such change is made within twenty-four (24) hours of booking and the first flight in the Charter itinerary is fourteen (14) or more days in the future. A fifty-dollar (\$50.00) change fee per person, per flight segment, plus any and all applicable difference in fare will be assessed.
- ii. If change conditions as stated above are not met, changes will not be permitted.
- iii. Name changes for Group Reservations are free of charge and only available if all segments of a Charter itinerary are not flown. Charter itineraries in progress or where the first leg of a trip has been flown are ineligible for name changes.

6. Major Changes

If JSX makes a Major Change prior to scheduled departure of flight(s) listed on Participant's Charter itinerary, Participant has the right to cancel and receive a full refund of the amount paid, returned to the original form of payment.

Major changes are defined as:

- a. A change in the origin or destination city indicated on the Participant's Charter itinerary; and/or
- b. A change in the departure or return date of the Participant's Charter itinerary, unless the change results from a flight delay experienced by JSX; and/or
  - i. If the delay is greater than forty-eight (48) hours, it will be considered a Major Change.
- c. A price increase of more than ten percent (10%) occurring ten (10) or more days before scheduled departure per the Participant's Charter itinerary.

If a Major Change must be made to any flight, JSX will notify the Participant within seven (7) days after first learning of the change, but in any event, at least ten (10) days prior to

the scheduled departure of the affected flight. If, less than ten (10) days before the scheduled departure of the impacted flight, JSX becomes aware that a Major Change must be made, JSX will notify Participant as soon as possible.

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

7. Cancellations (Failure to Operate)

If JSX must cancel Participant's flight, JSX will notify Participant in writing within seven (7) days of the cancellation, but in no event later than ten (10) days before the scheduled departure date, provided that Carrier shall not cancel a Participant's flight less than ten (10) days before its scheduled departure date, except when due to circumstances that make it physically impossible to perform the flight. If that occurs, JSX will notify the Participant as soon as possible. If JSX cancels a flight, it will make a full refund of the ticket price to Participants within fourteen (14) days after cancellation. Participants must provide JSX with sufficient contact information to receive notices of a Major Change.

Requests for refunds may be submitted to [customersupport@jsx.com](mailto:customersupport@jsx.com) or in writing to:

JSX  
Attn: Refunds  
1341 West Mockingbird Lane  
Suite 600E  
Dallas, TX 75247

7. Insurance

Insurance protection for trip cancellation, healthcare, and accidents may be purchased independently from third-party providers. Further information is available from JSX upon request.

8. Checked Baggage, Baggage Allowances, and Excess Baggage

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

- a. Acceptance of baggage by JSX is subject to the following terms and conditions:
  - i. Each piece of baggage must have an identification tag or label on the outside which contains the Participant's name.
  - ii. JSX will refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage.
  - iii. JSX will not accept as Baggage any article which cannot be carried in the baggage compartment of the aircraft, except where government requirements do not permit the transport of the article in the baggage compartment and the article is suitable for carriage in the passenger cabin.
  
- b. JSX will allow Participants the following checked baggage allowance:
  - i. Hop On (non-refundable) fares: Each ticketed Participant may check two (2) items weighing no more than fifty (50) pounds each.
  - ii. All In (refundable) fares: Each ticketed Participant may check three (3) items weighing no more than fifty (50) pounds each.
  
- c. Baggage weight limits are per piece and are not transferable to other pieces of baggage or Participants. Checked baggage weight allowances may not be pooled to compensate for variable weight of different checked pieces. For clarity, a Hop On Passenger may not check one item weighing twenty (20) pounds and a second weighing seventy (70) pounds under the notion that the total weight of both checked pieces is less than one hundred (100) pounds. In the case of dispute of baggage weight, Carrier's weight scales or best judgment will prevail.
  
- d. Assistive Devices and mobility aids which cannot be carried in the cabin due to space limitations will be considered checked baggage in addition to the included Baggage allowance, without charge, provided the Passenger is dependent upon such items.
  
- e. Excess Baggage is not guaranteed to be accepted for travel, but when able, Carrier abides by the following provisions:
  - i. If Carrier is able to accept baggage over the weight and/or quantity allotment provided for by Passenger's ticketed fare class, the following fees will be charged:
    - 1. Overweight baggage that exceeds fifty (50) pounds but does not weigh more than ninety-nine (99) pounds will be assessed an overweight penalty of fifty dollars (\$50) per piece, per segment.
    - 2. Extra pieces of checked baggage that exceed Passenger's ticketed allotment will be assessed an excess baggage penalty of fifty dollars (\$50) per piece, per segment.



#### 9. Baggage - Limitation of Liability

Carrier will accept as checked baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the Participant for the purpose of the trip, subject to the following conditions:

- a. Carrier's liability for loss of, damage to, or delay in the delivery of baggage or its contents is limited to proven damage or loss.
- b. Carrier's liability to each Participant for any loss of, damage to, or delay in the delivery of, baggage shall not exceed 1,288 special drawing rights in the case of international carriage to which the Montreal Convention or its predecessor, the Warsaw Convention, applies and, with respect to all other carriage (including domestic carriage) \$3,800, provided that the foregoing limits shall not apply to the following:
  1. assistive devices and other mobility aids traveling with an individual with a disability in domestic carriage; or
  2. where the Montreal Convention (with respect to international carriage) or 14 C.F.R. Part 254 (which respect to domestic carriage) provides for a higher limit.
- c. Carrier will not accept for carriage medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, automotive parts, boat parts, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked baggage. Participants are encouraged to carry such valuable items personally.

#### 10. Fragile and Perishable Items as Baggage

Carrier, in its sole discretion and unless prohibited by applicable law, may refuse to accept any fragile or perishable goods, or goods that Carrier otherwise reasonably determines to be fragile or perishable.

For domestic transportation, Carrier assumes no liability for fragile or perishable goods. If Carrier does accept such goods for transportation, in the case of domestic transportation, it reserves the right to require the Participant to sign a limited release with respect to such goods. In the case of domestic transportation, Carrier shall not be responsible for loss, damage, or delay of such fragile items whether or not such a limited

release has been signed by the Participant.

Fragile items include, without limitation, items such as blueprints, cameras, ceramics, China, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, paintings, perfumes, liquids, bottles, plants, sculptures, trophies, vases and wines.

Perishable items include, without limitation, items such as fruits, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants. Such items may also be subject to applicable agriculture rules of the destination jurisdiction.

Limitations of liability as outlined in Section 10 are applicable to items outlined in Section 11, regardless of whether a limited liability release has been signed by Participant.

#### 11. Travel Documents and Provisions for International Travel

All transportation is sold and all carriage is performed subject to compliance with all applicable government laws and regulations, including those of the Federal Aviation Administration and U.S. Department of Transportation, Transportation Security Administration, and all applicable Conventions, special contracts, treaties, and tariffs, many of which are not specified herein but are nevertheless binding on JSX and all Participants.

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

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

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

## 12. Time and Cutoff Requirements

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

- a. For domestic travel:
  - i. Each Participant traveling without checked baggage must have obtained a boarding pass and have been screened by a crewmember or designee of Carrier or JSX, in person, at the flight's departure station at least fifteen (15) minutes prior to scheduled departure.
  - ii. Each Participant traveling with checked baggage must have obtained a boarding pass, surrendered all checked baggage, and have been screened by a crewmember or designee of Carrier of JSX, in person, at the flight's departure station at least twenty (20) minutes prior to scheduled departure.
  - iii. All Participants must be onboard the aircraft five (5) minutes prior to scheduled or posted flight departure time.
- b. For international travel:
  - i. Each Participant traveling on an international itinerary must have obtained a boarding pass, surrendered all checked baggage, and have been screened by an official crewmember or designee of JSX, in person, at the flight's departure station at least forty (40) minutes prior to scheduled departure.
  - ii. All Participants must be onboard the aircraft five (5) minutes prior to scheduled or posted flight departure time.
- c. JSX will refuse to transport and/or honor any Charter itinerary when such action is reasonably deemed to be necessary to comply with applicable governmental regulations, requirements or requests.

## 13. Security Agreement

Participant's payments are protected in part by an irrevocable letter of credit held by First Foundation Bank located at 18101 Von Karman Avenue, Suite 750, Irvine, CA 92612. Unless Participant files a qualified claim with JSX, or if JSX is not available, with the Securer, within sixty (60) days after the completion of the Charter (or in the case of

cancellation, the intended date of Participant's Charter), the Securer will be released from all liability to Participant under the Security Agreement. If there is no return flight in Participant's itinerary, completion means the date or intended date of departure of the last flight in Participant's Itinerary.

#### 14. Responsibility

JSX is the principal and is responsible to Participant for providing public charter air transportation services. Participant further understands that JSX, as charter operator, and its employees and agents act solely as agents in arranging for any accommodations offered in connection with a JSX travel package.

NEITHER JSX, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "JSX PARTIES"), SHALL BE LIABLE FOR ANY CLAIM, CAUSE OF ACTION, INJURY OR BODILY HARM, LOSS, DAMAGE, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") ARISING FROM ANY ACT OR OMISSION OF, OR DEFAULT BY, ANY THIRD PARTY, INCLUDING ANY SUPPLIER OF SERVICES, IN CONNECTION WITH PARTICIPANT'S TRAVEL HEREUNDER (INCLUDING WITHOUT LIMITATION HOTEL OVERBOOKING AND LOST RESERVATIONS, MISSED CONNECTIONS, DAMAGED, LOST OR DELAYED BAGGAGE), EXCEPT TO THE EXTENT SUCH LOSS RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A JSX PARTY. TO THE EXTENT PERMITTED BY LAW, PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE JSX PARTIES FROM AND AGAINST ANY AND ALL LOSSES BROUGHT BY ANY THIRD PARTY AS A RESULT OF, CAUSED BY, RELATING TO OR ARISING OUT OF PARTICIPANT'S USE OF JSX'S SERVICES HEREUNDER.

Without limiting the foregoing, JSX shall not be liable for failure to provide charter transportation due to a Force Majeure Event, except to the extent required under governmental regulation. For purposes of this Section 14, Force Majeure Event means an event outside of JSX's reasonable control which includes, but is not limited to, weather conditions; mechanical breakdown; acts of government or airport authorities (e.g., Air Traffic Control delays, runway closures, airport construction, flow control/control programs); acts of God; quarantine; strikes or labor unrest; civil commotions, embargoes, wars or other hostilities, whether actual, threatened or reported; government regulation, demand or requirement; damage to aircraft; emergency situations requiring care, protection or response to protect person or property; or any event that is not reasonably foreseen, predicted or anticipated by JSX.

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

## 15. General

The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under applicable law. If the Participant accepts a refund or alternative travel arrangements offered by JSX, Participant waives all additional remedies available under applicable law. By executing this Agreement, Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and it supersedes any prior written or oral agreements or representations. This Agreement can be amended only by JSX and such amendments must be signed into effect by both parties. Any oral representations or modifications shall have no force or effect. Texas state law shall govern this Agreement. Any claim against JSX must be presented in writing within ten (10) days of the date of Participant's return flight, and JSX is expressly not liable for any claims presented after said period. By purchasing a Charter flight, or accepting transportation, under this Agreement, Participant agrees that any lawsuit brought by or on behalf of Participant against JSX or Carrier will be brought only in Participant's individual capacity, and may not be brought in or asserted as part of a class action proceeding.

## 16. Section Headings/Waiver

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

## 17. Controlling Language and Currency

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

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

## 18. Customer Service

JSX is committed to high-quality service. In the event that a Participant has cause for dissatisfaction during their Charter, they are encouraged to contact JSX Customer Support at (800) 435-9579 or email [customersupport@jsx.com](mailto:customersupport@jsx.com).

## 19. Acceptance

Electronic signature or acceptance through the internet, GDS, or app including, but not limited to, acceptance by the travel agent (as representative of the Participant) will be an acceptable form of acknowledgement to the terms and conditions of this Operator-Participant Contract. No ticket will be issued unless the Participant (or Participant's travel agent) accepts this Agreement.

For telephone sales in which the Participant pays by credit card, JSX will send a copy of this Agreement by mail or electronic mail within 24 hours of accepting payment by credit card. Participant must execute the Agreement prior to travel. Participant is entitled to a full refund if the Participant decides not to participate in the Charter after reviewing the Agreement.

Last updated: June 26, 2023