

Contract of Carriage

Transportation by Delux Public Charter, LLC d/b/a JSX Air (“**Carrier**” or “**Delux**”) is subject to the terms and conditions contained in this Contract of Carriage and applicable law. By booking or accepting transportation on Carrier, each Passenger (as defined below) agrees to be bound by all of the terms and conditions in this Contract of Carriage. No covenants, warranties, undertakings or understandings at law or in equity shall be implied or incorporated.

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1. Definitions

The following terms shall be defined in this Contract of Carriage to mean:

Animals refers to domesticated dogs and cats.

Assistive Device refers to any piece of equipment that assists a Qualified Individual with a Disability to cope with the effects of their disability and may include mobility aids, medical devices, and medications.

Baggage means all checked luggage and personal items, including, but not limited to, suitcases, garment bags, tote bags, packages, camera and electronic bags, computer and equipment cases, briefcases, backpacks, and similar articles.

Battery Powered Mobility Aid refers to an assistive device that is used by individuals with mobility impairments such as a wheelchair, a scooter, or a Segway when it is used as a mobility device by a person with a mobility-related disability.

Buddy Pass refers to a non-revenue space available travel pass issued to a Delux employee for transfer to family and friends of the employee.

Carriage refers to the transportation of Passengers and/or Baggage by air, together with any related services of Carrier in connection with such transportation.

Carrier means Delux Public Charter, LLC d/b/a JSX Air.

Confirmed Reservation means space reserved on a specific date, on a specific flight, in a specific fare type of Carrier which has been requested by a Passenger, including a Passenger with a "Zero Fare" or "Non-Revenue" Ticket and which Carrier or its agent(s) verify, by appropriate notation on the Ticket or in any other manner provided therefore by Carrier, as being reserved for the accommodation of the Passenger with payment, if due, received in full.

Controllable Irregularity means a delay, cancellation, diversion, or other service disruption of a Carrier flight that is not caused by a Force Majeure event. If, in a chain of multiple events, the original irregularity is due to a Force Majeure event, any subsequent event(s) reasonably related to the original irregularity shall not be deemed a Controllable Irregularity.

Domestic or Domestic Carriage refers to transport in which, according to the Ticket, the place of departure, the place(s) of destination or stopover, and the entire transportation on Passenger's Confirmed Reservation is between points within the United States.

Emotional Support Animal refers to an Animal, other than a Service Animal, that is shown by medical documentation to be necessary for the emotional well-being of a Qualified Individual with a Disability or to provide assistance to said person. Emotional Support Animals are only accepted for in-cabin carriage subject to the provisions for Pets in Cabin in Section 12 herein.

Force Majeure Event means an event(s) outside of Carrier's reasonable control which includes, but is not limited to, weather conditions; acts of government or airport authorities (e.g., Air Traffic Control delays, Temporary Flight Restrictions, runway closures, airport

construction, flow control/control programs); acts of God; pandemic or quarantine; U.S. military or airlift emergency or substantially expanded U.S. military airlift requirements, as determined by the U.S. government; grounding of a substantial number of aircraft as a result of activation of the U.S. Civil Reserve Air Fleet; strikes or labor unrest; civil commotions, embargoes, wars or other hostilities, whether actual, threatened or reported; government regulation, demand or requirement; damage to aircraft caused by a third party; emergency situations requiring care, protection or response to protect person or property; or any event that is not reasonably foreseen, predicted or anticipated by Carrier.

Group Reservations has the meaning set forth in Section 6 herein.

Interline means transportation of Passengers and Baggage, under a single Ticket, for which at least one of the segments involves transportation over the lines of an airline or operator (other than Carrier) pursuant to an interline agreement between Carrier and such transporting airline or operator.

International, also referred to as **International Travel** or **International Carriage**, means any transportation other than what is defined as Domestic travel. When the Montreal Convention or its predecessor, the Warsaw Convention, is applicable, the stated definitions of "international carriage" therein will govern.

International Segment means a leg of uninterrupted air transportation for which the arrival and departure points are in two different countries.

JSX means JetSuiteX, Inc.

LEOs means a Federal Law Enforcement Officer or Full-time Municipal (City), County, or State Law Enforcement Officer who is a direct employee of a government agency.

Non-Revenue Passenger is a Passenger who is traveling on a Delux or JSX travel certificate, Delux or JSX employee pass, Buddy Pass, VIP pass, or an employee of another airline or operator and/or their respective travel benefit designees traveling free of charge or at a reduced rate. Vendors, agents, and other business partners traveling free of charge or at a reduced rate on reservations supplied by Carrier are also considered Non-Revenue Passengers.

Passenger is any person, except members of the crew working the flight, who enters into a contract of transportation or other agreement (or for whom a contract of transportation or other agreement is entered into) with Carrier by which the person is to be transported in an aircraft with the consent of Carrier. For the purposes of this Contract of Carriage, the terms Customer, Passenger, and Participant may be used interchangeably.

Public Charter Operator refers to JSX or such other entity that, as an indirect air carrier, is authorized by the U.S. Department of Transportation to engage in the formation of groups for transportation on Public Charter flights under 14 C.F.R. Part 380 for which Carrier is the direct air carrier.

Qualified Individual with a Disability is an individual or Passenger who:

- a. has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, or

- b. has a record of such an impairment, or
- c. is regarded as having such an impairment, as further defined in U.S. Department of Transportation regulations in 14 CFR Part 382.

SAATF refers to the U.S. Department of Transportation Service Animal Air Transportation Form.

Service Animal refers to a dog, regardless of breed or type, that is individually trained or is shown to have an innate ability to provide assistance to or perform a task for a Qualified Individual with a Disability. Carrier accepts dogs as Service Animals subject to the provisions of Section 14 herein.

Ticket means the record of an agreement, including electronic tickets, for a Passenger to receive air transportation provided by Carrier pursuant to the terms and conditions agreed to by the Passenger named therein and in accordance with applicable tariffs and carrier rules and regulations.

2. General Provisions

- a. This Contract of Carriage sets forth the terms and conditions governing Carrier's provision of Carriage to Passengers. No agent, servant, or representative of Carrier has the authority to change or waive any provision of this Contract of Carriage, unless authorized in writing by a named Officer of Carrier. As between the Passenger and Carrier, and unless otherwise prohibited or required by law, this Contract of Carriage constitutes the entire agreement. As between the Passenger and any Public Charter Operator from which the Passenger purchases transportation on a Public Charter flight operated by Carrier, the operator-participant contract of such Public Charter Operator required under 14 C.F.R. Part 380 applies. For flights where JSX is the Public Charter Operator, the JSX [Operator-Participant Contract](#) applies and is available here.
- b. The invalidity of any provision herein by law shall not affect the validity of any other provision that shall remain in full force and effect.
- c. By booking or accepting transportation under this Contract of Carriage, Passenger agrees that any lawsuit brought by or on behalf of Passenger against either Carrier or the Public Charter Operator will be brought only in Passenger's individual capacity and may not be brought in or asserted as part of a class action proceeding.
- d. English is the controlling language of this Contract of Carriage. To the extent there is any conflict between the English language text of this Contract of Carriage and another language translation, English controls.
- e. References to financial currency and/or dollar amounts and monetary values in this Contract of Carriage are stated in and shall be exclusively interpreted as being denominated in U.S. Dollars unless otherwise noted.
- f. Except where required by law, a Non-Revenue Passenger who is traveling, or attempting to travel, on Carrier utilizing an employee pass or Buddy Pass, or who is an employee of another airline or operator and/or their respective travel benefit designee traveling free of charge or at a reduced rate, is not eligible to receive compensation or

accommodation for Controllable Irregularities or Force Majeure events, but shall be entitled to a refund of any unused portion of the booking. Fee schedules and other policies and limitations under the applicable fare class shall apply to such Passenger.

- g. A Non-Revenue Passenger who is traveling on a Delux or JSX travel certificate, VIP pass, or is a vendor, agent, or other business partner traveling on a reservation supplied by Carrier is eligible to receive compensation and accommodation for Controllable Irregularities or Force Majeure events as provided for in this Contract of Carriage. Fee schedules and other policies and limitations under the applicable fare class shall apply to such Passenger, except as otherwise provided for herein.

3. Reservations & Seat Assignments

Seat assignments are not guaranteed and are subject to change without notice. Delux reserves the right to change aircraft type and/or aircraft capacity.

4. Changes, Cancellations, and Refunds

Changes, Cancellations, and Refunds are governed by terms applicable to the fare type under which the Ticket is issued. For flights for which JSX is the Public Charter Operator, please consult the JSX [Operator-Participant Contract](#) for these terms.

5. Time and Cutoff Requirements

Failure of a Passenger to adhere to minimum check-in time requirements may result in the cancellation of the Passenger's Confirmed Reservation, seat assignments, and ancillary purchases made via JSX, and forfeiture of all monies paid regardless of fare type purchased. For minimum check-in time requirements applicable to flights for which JSX is the Public Charter Operator, please consult the JSX [Operator-Participant Contract](#).

6. Group Reservations

Reservations for ten (10) or more Passengers are subject to cancellation and refund policies unique to Group Reservations. For flights for which JSX is the Public Charter Operator, please consult the JSX [Operator-Participant Contract](#) for these Group Reservation policies.

7. Fares

Transportation on Carrier is subject to the fares, taxes, and charges in effect on the date and at the time the Confirmed Reservation was made.

8. Unaccompanied Minors

Carrier will not transport children/minors aged thirteen (13) years and under unaccompanied. Passengers must be at least eighteen (18) years old to accompany a minor, defined as a Passenger aged thirteen (13) years and under. Passengers aged fourteen (14) years or more may travel unaccompanied. Restrictions and definitions apply based on Passenger age on date of travel.

9. Infants, Small Children, and Child Restraint Systems

An infant is a Passenger who is less than two (2) years old. A child is a Passenger who is between two (2) and thirteen (13) years old. Restrictions and definitions apply based on

Passenger age on date of travel.

- a. Carrier encourages all adults traveling with infants under two (2) years of age to secure the infant in an FAA-approved car seat or child restraint system in the child's own purchased seat. A paying adult Passenger aged eighteen (18) years or more may carry, free of charge, on their lap, one (1) infant who is less than two (2) years of age. Carrier will not transport infants less than three (3) days of age. Carrier reserves the right to request proof of age (e.g., Passport, Birth Certificate, or immunization record) before accepting an infant for travel as a lap child. Infants aged between three (3) and fourteen (14) days must have written approval from their attending physician in order to be accepted for travel. Carrier does not reserve a seat for a lap infant unless a Confirmed Reservation is purchased for that infant, with the use of an FAA-approved car seat or child restraint system onboard.
- b. If a Confirmed Reservation has been made for an infant more than three (3) days and under two (2) years of age, the infant may travel in a separate seat, provided that the child is securely placed in an FAA-approved child restraint system that conforms to the following guidelines:
 - i. Car seats must be manufactured to U.S. standards and must bear two labels that legibly state:
 - 1. "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT" in red lettering, and
 - 2. "This child restraint system conforms to all applicable Federal motor vehicle safety standards" which need not be in red lettering.
 - ii. Car seats or child restraint devices that do not qualify under Section (9)(b)(i) must bear a label or markings showing:
 - 1. That the seat was approved by a foreign government;
 - 2. That the seat was manufactured under the standards of the United Nations; or
 - 3. That the seat or child restraint device was approved by the FAA in accordance with 14 CFR 21.8(d) or Technical Standard Order C-100b, or a later version. The child restraint device manufactured by AmSafe, Inc. (CARES, Part No. 4082) and approved by the FAA in accordance with 14 CFR 21.305(d) (2010 ed.) may continue to bear a label or markings showing FAA approval in accordance with 14 CFR 21.305(d) (2010 ed).
 - iii. The following are not acceptable for use during taxi, takeoff, or landing:
 - 1. Booster-type seats;
 - 2. Vest and harness-type child restraint systems; or
 - 3. Lap-held child restraints.
 - iv. Car seats and child restraint systems may not be used in a designated

Emergency Exit row or in an aisle seat that is next to a window seat. On airplanes with one seat on each side of the aisle, seats located on the “A” side of the aisle may not be used with a child restraint system.

- v. It is the responsibility of the infant’s/child’s parent and/or accompanying adult to ensure:
 - 1. That the restraint device is functioning properly.
 - 2. The child is adequately secured by the device.
 - 3. The child’s weight does not exceed applicable limitations.
 - 4. The device has been properly secured to the aircraft seat.
- c. For safety reasons, Carrier restricts the number of infants, regardless of whether such infant is in its own seat or is a lap infant, to a total of five (5) infants per flight.
- d. Small children up to forty (40) inches tall and weighing between twenty (22) and forty-four (44) pounds may use the FAA-certified Child Aviation Restraint System (CARES) device labeled “FAA Approved in Accordance with 14 CFR 21.8(d), Approved for Aircraft Use Only” or “FAA Approved in Accordance with 14 CFR 21.305(d), Amd 21.50 6-9-1980, Approved for Aircraft Use Only.”

10. Inspection of Passengers and Baggage

Passengers and their Baggage are subject to inspection by Carrier with or without the Passenger’s consent or knowledge. Carrier conducts video monitoring and Passenger and Baggage security screening measures in partnership with the Transportation Security Administration (TSA) and local law enforcement agencies,

Carrier will not transport and prohibits Passengers from transporting any hazardous materials or dangerous goods. The transport of illicit or illegal substances or materials in checked bags or personal items, or otherwise, is strictly prohibited by law. Illicit or illegal substances or materials are subject to seizure, and Passengers transporting such items may be prosecuted by law enforcement and/or local governing agencies, leading to fines, detainment, and/or legal and other administrative actions. Carrier will contact law enforcement if suspected substances are identified in checked bags or personal items, or otherwise. Violation of this Section 10 may result in denied boarding, revocation of flying privileges on Carrier, and other actions as deemed appropriate and/or necessary by Carrier in its reasonable discretion.

11. Personal Items Onboard the Aircraft

A Passenger may carry onboard the aircraft two (2) personal items that are together no larger than 13” Width x 11” Height x 17” Length/Depth, such as a purse, briefcase, laptop computer case, small backpack, camera case, umbrella, lunch box, or similar small items.

- a. Both personal items must fit completely underneath the seat in front of the Passenger.
- b. On any given flight, Carrier reserves the right to further restrict the number of personal items brought onboard as circumstances may require.
- c. Carrier is not liable for loss of, or damage to, personal items unless such damage or loss

results from the fault of the Carrier.

- d. Assistive Devices and other mobility aids upon which a Qualified Individual with a Disability is dependent may be carried onboard and will not be counted towards a Passenger's two (2) allowable personal items.
- e. All items in excess of the two (2) allowable personal items will be considered checked Baggage and counted towards the Passenger's checked Baggage allowance in accordance with applicable fare rules. Excess Baggage fees will not be waived in the event that extra personal items result in more than anticipated checked luggage for the Passenger.

12. Pets In Cabin

Carrier will permit well-behaved domesticated dogs and cats to be transported by Passengers in the cabin of the aircraft subject to Carrier's policies for travel with pets located at www.jsx.com/petpolicy. For flights for which JSX is the Public Charter Operator, please consult the JSX [Operator-Participant Contract](#) for applicable pet fees. No types of pets are allowed other than dogs and cats, and determination of an animal's non-compliant behavior is at the sole discretion of Carrier. The following conditions apply to all in-cabin pets:

- a. Passengers are responsible for complying with Carrier's pet policies and with all applicable laws and/or governmental regulations pertinent to their ticketed destination to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificates when required.
- b. Pets must be well-behaved, properly groomed with good hygiene, show no signs of aggressive behavior, and must not pose a threat to airport or flight personnel or other Passengers. Aggressive or disruptive behavior, at the sole judgment of Carrier, may result in denying travel to the pet and Passenger. Aggressive or disruptive behavior includes, but is not limited to:
 - i. Barking excessively and not responding to an owner's commands.
 - ii. Aggressive behavior toward other Passengers, airport or flight personnel, or animals (e.g., biting, growling, snapping, lunging).
 - iii. Freely wandering or running around without a leash or restraint.
 - iv. Relieving themselves in the aircraft cabin or in places other than designated pet relief areas.
 - v. Jumping on other Passengers, animals, or airport or flight personnel.
 - vi. Occupying an aircraft seat or tray table; eating off aircraft tray tables.
- c. In addition to the aforementioned general policies, the following criteria apply to small dogs or cats (under 30 lbs.) traveling in an under-seat pet kennel:
 - i. In-cabin pet carriers are counted towards a Passenger's two (2) personal items and together must not exceed the under-seat dimension. If a pet carrier on its own is 13" Width x 11" Height x 17" Length/Depth and an

additional personal item cannot be accommodated under the Passenger's seat space, Carrier will check one (1) extra personal item at no additional charge.

- ii. In-cabin pet carriers must be small enough to fit underneath the seat without blocking any person's path to the main aisle of the aircraft.
 - iii. In-cabin pet carriers must be stowed properly before the passenger entry door to the aircraft is closed. Pet carriers are prohibited from being placed in the bulkhead, emergency exit rows, or the aisle. Carriers may not be placed on a seat. Passengers must follow flight crew instructions regarding the proper stowage of in-cabin pet carriers.
 - iv. In-cabin pet carriers must remain properly stowed during taxi, takeoff, and landing.
- d. In addition to the aforementioned general policies, medium-to-large dogs too big to occupy an approved under-seat pet carrier, but which weigh seventy-nine (79) pounds or less, may travel in-cabin, subject to the following:
- i. The dog will be permitted to lay on the floor area in front of the extra purchased seat and must remain on the floor.
 - ii. The dog must be able to comfortably fit its entire body, including paws, tail, and head, within the designated floor space and without impeding the aircraft aisle or Participant's foot space.
 - iii. The dog is not allowed in the aisle of the aircraft, nor in a designated Emergency Exit row, must be trained to behave properly in a public setting, and must remain under the control of the Passenger at all times.
- e. In certain cases, search and rescue dogs may be permitted to travel on Carrier. Fees may apply. Carrier does not accept pets for transport in the aircraft's cargo hold.

13. Emotional Support Animals

Carrier will not accept emotional support animals as service animals for transportation in the passenger cabin. Such animals may, however, be transported as pets subject to the provisions of Section 12 herein.

14. Service Animals

Carrier permits the transport of trained service dogs. The acceptance and carriage of service animals is subject to the following:

- a. The presence of a service animal vest, harness, ID card, or registration will not be accepted as the sole indication that an animal is a trained service animal.
- b. Carrier reserves the right to ask the Passenger (i) whether the animal is required to accompany Passenger because of a disability and (ii) what type of tasks and/or functions the animal has been trained to do.
- c. Carrier requires Passengers who wish to travel with service animals to provide Carrier

with advance notice, where possible, by completing and submitting to Carrier a [U.S. Department of Transportation Service Animal Air Transportation Form \("SAATF"\)](#), prior to scheduled departure time at the departure gate or other embarkation location on the date of travel. Falsification of information completed by Passenger on the SAATF is a federal crime.

- d. Carrier requires Passengers who wish to travel with service animals to complete a new SAATF prior to the first flight listed in each Confirmed Itinerary. For Clarity, a Passenger who wishes to travel with a service animal may not re-use an already completed SAATF on a new Confirmed Itinerary, even if there are no changes to the animal's behavioral or vaccination history.
- e. Passengers may travel with a maximum of two (2) service animals, but they must fit within the footprint of Passenger's assigned seat(s). If an animal is, or animals are, too large to fit in a single footprint in accordance with FAA regulations, a Passenger may purchase a second seat to guarantee travel or wait for a flight that has suitable empty seats available.
- f. All animals must remain on the floor; however, if the service animal is no larger than a lap infant and is well-behaved, circumstances may permit the service animal to remain in a Passenger's lap.
- g. Service animals must be well-behaved, show no signs of aggressive behavior, and must not pose a threat to airport or flight personnel or other Passengers. Aggressive or disruptive behavior, at the sole judgment of Carrier, may result in denying travel to the dog and Passenger. Aggressive or disruptive behavior includes, but is not limited to:
 - i. Barking excessively and is not responsive to an owner's commands.
 - ii. Aggressive behavior toward other Passengers, airport or flight personnel, or animals (e.g., biting, growling, snapping, lunging).
 - iii. Freely wandering or running around without a leash or restraint.
 - iv. Relieving themselves in the aircraft cabin or in places other than designated pet relief areas.
 - v. Jumping on other Passengers or airport or flight personnel.
 - vi. Occupying an aircraft seat or tray table; eating off aircraft tray tables.
- h. Passengers are responsible for complying with all applicable laws and/or governmental regulations pertinent to their ticketed destination to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificates when required.
- i. Service dogs are not allowed in the aisle of the aircraft, nor in designated Emergency Exit rows. A trained service dog must be trained to behave properly in a public setting and remain under the control of the handler at all times.
- j. If an animal fails to meet the qualifications of a trained service dog, it will be considered a pet whose transport will be pursuant to the terms outlined in Section 12 Pets in Cabin

herein.

- k. A service dog in training is considered a pet whose transport will be pursuant to the terms outlined in Section 12 herein, and not this Section 14.

15. Checked Baggage, Baggage Allowances, and Excess Baggage

Subject to the restrictions set forth below, Carrier will check the Baggage for the flight(s) which the Passenger's Confirmed Reservation indicates. Passengers may not check Baggage for transportation on any flight other than the flight(s) they are traveling on themselves. Carrier will not check Baggage to a destination other than the final destination indicated on the Passenger's Confirmed Reservation.

- a. Acceptance of Baggage by Carrier is subject to the following terms and conditions:
 - i. Each piece of Baggage must have an identification tag or label on the outside which contains the Passenger's name.
 - ii. Carrier will refuse to accept property as Baggage which, because of its nature or characteristics, might cause damage to other Baggage.
 - iii. Carrier will not accept for carriage 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. Baggage weight limits are per piece and are not transferable to other pieces of Baggage or Passengers. Checked Baggage weight allowances may not be pooled to compensate for variable weight of different checked pieces. In the case of dispute of Baggage weight, Carrier's weight scales or best judgment will prevail.
- c. 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.
- d. Excess Baggage is not guaranteed to be accepted for travel, but when Carrier is able to accept Baggage over the weight and/or quantity allotment provided for by Passenger's ticketed fare class, the following provisions apply:
 - i. Due to operational limitations, excess Baggage, in pieces or weight, are never guaranteed to be accepted for travel and can only be confirmed at time-of-flight departure.
 - ii. Additional restrictions and rules apply:
 - 1. Baggage in excess of eighty-four (84) linear inches (other than musical instruments as provided elsewhere in this Section 15) will not be accepted as checked Baggage.
 - 2. Baggage weighing one hundred (100) pounds or more (other than musical instruments as provided elsewhere in this Section 15) will

not be accepted as checked Baggage.

3. Notwithstanding the foregoing restrictions, military Passengers may check one duffel bag, B-4 bag, or sea bag which exceeds sixty-two (62) inches in dimension in lieu of one (1) included bag.
 4. Hanging garment bags with outside dimensions up to ninety (90) inches will be accepted as part of the included Baggage allowance if the bags are flexible and/or foldable.
- iii. Carrier offers special provisions for the transport of musical instruments:
1. One musical instrument, packed in a hard-sided container, may be transported as part of the Passenger's checked Baggage allowance if it meets the size and weight restrictions outlined above for the transport of included checked Baggage.
 2. In the case of large or additional musical instruments, excess Baggage charges may apply.
 3. Small musical instruments (such as violins and ukuleles) of an appropriate size (13" Width x 11" Height x 17" Length/Depth) and weight are permitted for stowage under a Passenger's seat and will count towards the Passenger's two (2) allowable personal items. If a musical instrument is larger than the above dimensions and unable to be stored safely under a passenger seat, Passenger will have to purchase a second seat (if available) at the best available fare in order to accommodate the item in the cabin of the aircraft.
 4. Large musical instruments (such as basses and cellos) of a size that prevents the instrument from being handled as a personal item, and electronic equipment of a size that prevents it from being handled as a personal item, may be accepted in the aircraft cabin subject to the following:
 - A. The instrument or equipment must be contained in a case or covered so as to avoid injury to other passengers, and the weight of the instrument, including the case or covering, cannot exceed one hundred and sixty-five (165) pounds;
 - B. The Passenger carrying the instrument or equipment in the aircraft cabin has purchased the additional seat(s) required to accommodate the instrument or equipment;
 - C. The instrument or equipment can be safely stowed in accordance with FAA requirements for carriage of personal item, Baggage, or cargo and the item is properly

secured by a safety belt or other tie down having enough strength to eliminate the possibility of shifting under all normally anticipated flight and ground conditions; and

- D. Neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin because of a law or regulation of the United States.

iv. Carrier offers special provisions for the transport of sporting equipment:

- 1. Passengers may check the following items of sporting equipment, packed in a hard-sided container, with each listed category counting as one bag for purposes of the included Baggage allowance, provided it does not exceed sixty (60) pounds of checked Baggage:

- A. One (1) golf bag containing not more than fourteen (14) golf clubs;
- B. Fishing equipment containing fishing rods, reel, landing net, fishing boots and one (1) fishing tackle box;
- C. One (1) pair of snow skis or one (1) snowboard packed in a suitable container, with ski boots;
- D. Two (2) pair of water skis, two (2) tow rope and one (1) life preserver belt or vest, packed in a suitable container;
- E. One (1) bowling ball bag, designed for this purpose, to hold up to two (2) bowling balls and two (2) pairs of bowling shoes; or
- F. Four (4) hockey or lacrosse sticks taped together.

v. The following items are excluded from the Baggage weight and size limitations set forth above, except that items weighing one hundred (100) pounds or more, unless otherwise noted, will not be accepted as checked Baggage. These items shall be acceptable for carriage upon a Passenger's compliance with all special packing requirements and payment of applicable fees:

- 1. Single seat, non-motorized bicycles will be accepted as Baggage if packaged in a hard-sided, padded bicycle case. Pedals and handlebars must be removed and stored so as to not create a risk of damage to other Baggage;
- 2. Surfboards, with a single surfboard packed in each surfboard case and properly packed to prevent damage to the board and other Baggage;
- 3. Windsurfing and kitesurfing boards, when properly packed to

prevent damage to the board, sail, boom, related equipment, and to other Baggage; or

4. Musical instruments, when packed in a hard-sided container, where the weight of the musical instrument (including the container) does not exceed one hundred and sixty-five (165) pounds and the sum of the greatest outside length, plus the greatest outside width, plus the greatest outside height of the container does not exceed one hundred and fifty (150) inches.
- vi. Carrier will refuse Baggage articles or items that, for whatever reason, might create a risk of harm to the aircraft, its crew, or its Passengers.

16. Firearms

- a. Except as set forth in Section 16(c) hereof, firearms that meet criteria for transportation will only be transported as checked Baggage and may not fly in-cabin.
- b. For transporting firearms in checked baggage, Carrier will only accept firearms that are not loaded and that are suitably encased as further set forth herein. The following terms and criteria apply:
 - i. All firearms require a Firearms Unloaded Declaration Tag to be read and signed by the Passenger. The Passenger is solely responsible for clearing the weapon of any live charges.
 - ii. Passengers may check up to ten (10) pounds of ammunition as checked Baggage only. Ammunition must be housed separately from a locked firearm. The ammunition must be packaged in the manufacturer's original container or other fiber, wood, or metal box that provides for adequate cartridge separation and is specifically designed to carry ammunition. Under no circumstances may a Passenger carry ammunition on board an aircraft.
 - iii. Passengers under the age of eighteen (18) years will not be allowed to transport any type of firearm as checked Baggage.
 - iv. Rifles and shotguns must be packed in either a lockable crush-proof container specifically designed for the firearm, or in its own lockable hard sided case. Handguns must be packed inside a lockable hard sided gun case or in its own lockable hard sided case. Carrier will not accept for transportation any firearms in cases or luggage that cannot be locked.
- c. No Passenger may carry a firearm while on board the aircraft except for LEOs in on-duty status and solely subject to and in compliance with [49 CFR 1544.219](#). Any armed LEO must also complete the Notice to Armed Individuals form.

17. Hazardous Materials and Prohibited Items

- a. Aircraft operated by Carrier are not certified to carry any hazardous materials, except those permitted in small quantities by federal law, regulation, or agency guidance, as further detailed herein.

- b. Federal law prohibits carriage of hazardous materials onboard aircraft in a Passenger's Baggage or on their person. Passengers must declare any hazardous materials to Carrier's crew or personnel immediately. A violation of Federal Hazardous Materials Regulations (49 CFR Parts 171-180) may result in five (5) years imprisonment and penalties of \$250,000 or more (49 U.S.C 5124).
- c. Any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171-177) and revisions and reissues thereof ("**Haz-Mat Regulations**") will only be accepted subject to advance arrangements and compliance with the Haz-Mat Regulations. Any obligations of Carrier which may arise under this Section are not applicable when undeclared articles deemed hazardous material are discovered in Checked Baggage and confiscated and/or destroyed.

d. Prohibited Hazardous Materials

The following items are prohibited as Baggage, whether checked or as personal item(s) on board the aircraft:

- i. Fireworks: signal flares, firecrackers, sparklers, or any other explosive.
- ii. Flammable liquids or solids: fuel, paint, solvents, lighter fluids, or matches.
- iii. Compressed gasses: spray cans, butane fuel, scuba tanks, propane tanks, oxygen bottles, or self-inflating rafts.
- iv. Weapons: loaded or unloaded/non-loaded firearms and ammunition (except as otherwise permitted in Section 16 Firearms), gunpowder, mace, tear gas, or pepper spray.
- v. Other hazardous materials including, but not limited to, dry ice (except as provided below), gasoline powered tools, camping equipment with fuel, wet cell batteries, oxidizers, corrosives, radioactive materials including radio-pharmaceuticals, poisons, or infectious substances.

e. Dry Ice

- i. Carrier will, at its sole discretion, accept Baggage containing dry ice, provided specific criteria are met.
- ii. Limited quantities of dry ice, a maximum of 5.5 pounds (2.5 kilograms) per Passenger, will be accepted for carriage as checked Baggage or as a Personal Item provided the Baggage is properly designed to permit the release of carbon dioxide, and the container is labeled "DRY ICE" or "CARBON DIOXIDE SOLID." The packaging must also show the net weight and identify the perishable item being preserved by the dry ice. Each container cannot have more than the maximum allowed per Passenger. Multiple Passengers cannot pool their portions together, even within the same traveling party.
- iii. Terms and conditions for the carriage of dry ice may be requested by a Passenger by contacting Carrier's Customer Support phone line at (800) 435-9579.

f. Lithium Batteries, Smart Bags, and E-Cigarettes

- i. Lithium batteries, power banks, and spare batteries are not accepted as checked Baggage. These types of batteries must be removed from any checked Baggage or Personal Item, including Baggage checked at the

gate. All batteries integrated as a part of the bag itself (sometimes referred to as “smart bags”) must also be removed if checked or brought on as a Personal Item. Any items with non-removable lithium batteries are not allowed on any of Carrier’s flights.

- ii. Cell phones and computers installed with a lithium battery of less than 100-watt hours are permitted in Personal Item(s) and Checked Baggage.
- iii. E-cigarettes or personal vaporizers will not be accepted in Checked Baggage.
- iv. Two-wheel electric boards, hoverboards, gliders, electric unicycles, “smart bags” or intelligent scooters of any type which use lithium or lithium-ion batteries that cannot be removed are not accepted.

g. Other Prohibited Items

- i. Avalanche packs; fuel; mace and other self-defense sprays; fireworks, gunpowder, flares, flare guns, and holiday poppers; gasoline-powered equipment; bleach, drain cleaners, epoxy, fuel, gel fuel, glue, insecticides, paint, torch lighters, spray starch, strike-anywhere matches, and certain aerosols; ready-to-eat meals (MREs); and shock absorbers are prohibited as checked Baggage and as Personal Items.
- ii. Any items prohibited by the Transportation Security Administration (TSA).
- iii. Illegal drugs, marijuana, and any cannabis-infused products, such as Cannabidiol (CBD) oil, are prohibited in checked Baggage or as a Personal Item.

h. Commercial Products

Commercial products are prohibited in checked Baggage or as a Personal Item. Such prohibited commercial products include: automotive parts; major appliances (e.g., refrigerators, dishwashers, washing machines, dryers, and televisions); bulk quantities of clothing; bulk quantities of food; and anything else determined to be a commercial product in Carrier’s sole discretion.

i. TSA and Additional Restrictions

In addition to the above stated prohibited Hazardous Materials, the Transportation Security Administration restricts the carriage of the following dangerous items: guns and firearms (except as otherwise permitted in Section 17), sharp objects, club-like items, explosives, incendiaries, disabling chemicals, and certain tools. For additional information, visit www.tsa.gov/traveler-information/prohibited.

18. Wheelchairs and Wheelchair Batteries

- a. Carrier will accept wheelchairs, whether manually operated or battery operated, as checked Baggage on the same flight as the Passenger who uses the device. Carrier will accept for in-cabin stowage other mobility aids such as crutches, braces, canes, and walkers, provided approved stowage is available and complies with federal regulations. Other Assistive Devices, including prescription medicine, syringes, or auto-injectors to administer medicine, and other medical equipment discussed in Section 19 herein, may be stowed and used within the cabin of the aircraft.
- b. If a manual wheelchair, mobility device, or other Assistive Device cannot be stowed in-cabin, Carrier will transport the item in the Baggage compartment.

- c. Carrier will accept additional wheelchair batteries and battery-powered wheelchairs with the battery attached if the battery is labeled by the manufacturer as non-spillable. Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be placed in special shipping boxes. Due to the advance notice requirement that may apply to obtaining these boxes, Passengers should advise Carrier at least forty-eight (48) hours before scheduled departure of the need for an appropriate battery box. For stowage in the Baggage compartment, only lithium batteries whose terminals are completely enclosed in a case are permitted. All others must be removed from the device and stowed in the aircraft's cabin. Damaged and/or leaking batteries will not be transported in any capacity.

19. Additional Medical Equipment

- a. Carrier will allow a Qualified Individual with a Disability to use in the passenger cabin a personal ventilator, respirator, continuous positive airway pressure machine (CPAP), bilevel positive airway pressure machine (BiPap), or an FAA-approved portable oxygen concentrator (POC).
- b. These medical devices must meet FAA requirements, display a manufacturer's label that it meets such requirements, and can only be stowed, transported, and used consistent with FAA, TSA, and PHMSA regulations. Where a label is not present or Passenger is uncertain about validity of a device, Passenger should contact Customer Support at (800) 435-9579 to verify whether or not the item can be transported. Passengers must bring an adequate supply of non-spillable batteries, plainly marked as such, to last for 150% of the expected travel time without the use of onboard electrical supply. A POC may be plugged into the onboard power supply but Passenger cannot rely on its use solely on the power supply due to potential voltage differences. If the POC is plugged in, the cord cannot become a tripping hazard for crew members or other passengers during all phases of flight. No person operating a POC is permitted to occupy a seat in an Emergency Exit Row.
- c. Carrier may deny boarding if a Passenger does not comply with the aforementioned requirements.

20. 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 Passenger 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 Passenger for any loss of, damage to, or delay in the delivery of, Baggage shall not exceed 1,519 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) \$4,700, provided that the foregoing limits shall not apply to the following:
 - (i) Assistive Devices and other mobility aids traveling with a Qualified Individual with a Disability in domestic carriage; or

- (ii) 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. The actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less any applicable depreciation for prior usage or damage, provided that the foregoing shall not apply to Assistive Devices, for which the basis for calculating such compensation shall be the original purchase price of the device.
- d. Carrier will be liable for personal property only for the period of time in which it is in the custody of Carrier. Carrier will assume no liability or responsibility for property carried onboard an aircraft by a Passenger and retained in the custody of the Passenger.
- e. Baggage will be subject to the same restrictions and liability limits regardless of a Passenger's departure or arrival airport.
- f. Except in the case of international carriage to which the Montreal Convention or its predecessor, the Warsaw Convention, applies, Carrier shall not be liable for loss of, damage to, or delay in the delivery of medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including computers, software or music devices), CDs, DVDs, automotive parts, boat parts, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked Baggage. Passengers are encouraged to carry such valuable items personally.
- g. In the case of domestic transportation, Carrier reserves the right to require the Passenger to sign a limited liability release before accepting any items for transportation.
- h. In the case of domestic transportation, if any valuable items of the type described in Section 20(f) are lost, damaged, or delayed, Passenger will not be entitled to any reimbursement or compensation from Carrier, whether or not a limited liability release has been signed by Passenger.
- i. Carrier shall not be liable for loss or damage to items including, but not limited to, Baggage wheels, pockets, pull handles, handles, zippers, hanger hooks, external locks, pull straps, or security straps resulting from fair wear and tear or the ordinary handling of Baggage. Further, Carrier shall not be liable for loss, damage, or delay caused by manufacturer's defect, by overpacked Baggage, or as a result of the inherent defect or quality of the Baggage.
- j. Except as otherwise either provided for in this Contract of Carriage or required under applicable law, under no circumstances shall Carrier be liable to any Passenger for any type of special, indirect, or punitive damages related to the damage, loss, or delay of checked Baggage

21. Fragile and Perishable Items as Baggage

Carrier, in its sole discretion, may refuse to accept any fragile or perishable goods, or goods that Carrier otherwise reasonably determines to be fragile or perishable. Such items may also be subject to applicable agriculture rules of the destination jurisdiction. Dry ice shipments are limited by dangerous goods regulations as stipulated in Section 17 herein.

22. Improperly Packaged and Damaged or Delayed Baggage

Carrier reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked at the sole discretion of Carrier. If such items are accepted, Carrier is not liable for any loss or damage resulting from the inherent defect or quality of the item. As a condition of accepting such items, Carrier may require the Passenger to sign a limited liability release form. Carrier shall not be responsible for loss, damage, or delay of such items whether or not such a limited release has been signed by the Passenger.

23. Notice of Claims

For domestic transportation, initial notice of any loss, damage, or delay in delivery of Baggage must be given at any Passenger service counter or any office of Carrier within four (4) hours after arrival of the flight on which the loss, damage, or delay is alleged to have occurred. Written notice of any claim against Carrier (including Baggage-related claims), with appropriate details of the claim, must be given to Carrier not more than twenty-one (21) days after alleged occurrence of the event giving rise to the claim. Failure to give notice within these time limits will not bar the claim if the claimant establishes to the satisfaction of Carrier that he/she was unable to give such notice. For domestic transportation, legal action on any claim described above must be brought within one (1) year of Carrier's written denial, in whole or in part, of the claim. For international carriage, the timing for the giving of initial notice and the submission of written claims is governed by the Montreal Convention.

24. Smoking

Smoking, including the use of e-cigarettes, vapes, pens, and smokeless tobacco and/or chew/dip onboard the aircraft or in any facility being utilized by Carrier, is strictly prohibited. Tampering with, disabling, or destroying smoke detectors on aircraft or in aircraft lavatories is a Federal offense and may result in legal action, fines, imprisonment, and/or other penalties. Passenger agrees to comply with Carrier's policies around smoking and the use of smokeless materials, as well as applicable federal law, and

Carrier reserves the right to seek reimbursement from any Passenger whose failure to do so causes Carrier loss, damage, or expense.

25. Refusal to Transport

The following Passengers may be refused transportation on Carrier:

- a. Any person who acquired a reservation in violation of applicable law, this Contract of Carriage, applicable tariffs, or Carrier's rules and regulations.
- b. Any person who does not hold a valid Confirmed Reservation.

- c. Passengers whose transportation on Carrier must be denied in order to comply with any government requirement, or to comply with any governmental request for emergency transportation in connection with the national defense.
- d. Any person for whom carriage is, or might be, inimical to safety as determined by Carrier in its sole discretion.
- e. Passengers whose transportation on Carrier is reasonably deemed by Carrier, in accordance with applicable law, to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation a Force Majeure Event.
- f. Passengers who refuse to permit a search of their person or property for explosives or for concealed, deadly, or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification.
- g. Passengers requiring medical oxygen for use on board the aircraft, incubators, or hook-ups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher. However, Carrier will not deny boarding to a Qualified Individual with a Disability who travels with a Portable Oxygen Concentrator (POC) unless such individual must rely on the power supply of the aircraft to use the POC.
- h. A Qualified Individual with a Disability pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a Qualified Individual with a Disability be accompanied by an assistant as a condition of being provided air transportation under the following circumstances:
 - i. A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including, but not limited to, the safety briefing required by 14 CFR § 135.177;
 - ii. A person with a mobility impairment so severe that the person is unable to physically assist in his or her own evacuation of the aircraft;
 - iii. A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel that is adequate to both permit transmission of the safety briefing required by 14 CFR § 135.177 or the safety regulations of a foreign carrier's government, as applicable, and to enable the Passenger to assist in their own evacuation of the aircraft in the event of an emergency;
 - iv. If Carrier determines that a Passenger meeting the criteria of paragraph (i), (ii) or (iii) of this Section 25(h) must travel with an assistant, contrary to the individual's self-assessment that they are capable of traveling independently, Carrier will not charge for the transportation of the assistant while accompanying a Qualified Individual with a Disability requiring an assistant at Carrier's discretion:
 - 1. If, because there is not a seat available on a flight for an assistant

whom Carrier has determined to be necessary, a Qualified Individual with a Disability with a Confirmed Reservation is unable to travel on the flight, the Qualified Individual with a Disability will be eligible for denied boarding compensation in accordance with the applicable operator participant contract of the Public Charter Operator;

2. For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability; and
 3. Carrier is not required to find or provide a safety assistant.
- i. Comfort and Safety: refusal or removal for the comfort or safety of the Passenger(s) or other Passengers:
- i. Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating violent, or whose clothing is lewd, obscene, or patently offensive in the sole judgment of Carrier;
 - ii. Persons who are barefoot and over five (5) years old;
 - iii. Persons who are unable to sit in the seat in the full upright position with the seat belt fastened;
 - iv. Persons who appear to be intoxicated or under the influence of drugs in the sole judgment of Carrier;
 - v. Persons with a communicable disease or infection whose condition poses a direct threat to the health or safety of others; provided that, Carrier will permit a Passenger who meets the foregoing criteria to travel if they provide a medical certificate to Carrier dated within ten (10) days of the scheduled date of travel from the Passenger's treating physician stating that the Passenger is capable of completing the flight safely without requiring extraordinary medical assistance;
 - vi. Persons who refuse to comply with instructions given by Carrier station management, supervisory personnel or uniformed flight crew;
 - vii. Persons who have an offensive odor, except where such condition is the result of a qualified disability;
 - viii. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided that Carrier will carry Passengers who are law enforcement officers who meet the qualifications and conditions established under the TSA civil aviation security regulations;
 - ix. Manacled persons in the custody of law enforcement personnel, persons brought to the airport in manacles, persons who have resisted escorts, or escorted persons who express to Carrier personnel objection to the flight;
 - x. Persons who have misrepresented a condition which becomes evident upon

arrival at the airport, and the condition is unacceptable for passage;

- xi. Pregnant Passengers expecting to deliver within seven (7) days of flight, unless such Passenger provides a doctor's certificate dated no more than seventy-two (72) hours prior to departure stating that the treating physician has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight in the Passenger's Confirmed Reservation.
 - xii. Passengers between the age of three (3) and fourteen (14) days old, unless Passenger provides a certificate stating that the treating physician has examined and found the Passenger to be physically fit for air travel;
 - xiii. Passengers who are unwilling or unable to abide by Carrier's no smoking rules;
 - xiv. Any Passenger who refuses to submit to any and all safety and/or security screening measures and/or procedures as administered by Carrier or its authorized affiliates;
 - xv. Passenger(s) wearing footwear that may damage aircraft, or injure or otherwise compromise, in Carrier's sole discretion, the safety of other Passengers or Crewmembers, including boot spurs. Such items must be placed in Passenger's checked luggage;
 - xvi. Passengers who fail to comply with any provision of this Contract of Carriage; and
 - xvii. Any Passenger who cannot be transported safely for any reason.
- j. A Passenger refused passage or removed enroute under the provisions of this Section 25 (other than in the circumstances described in paragraphs (a) or (b) above) will be refunded the unused portion of their Ticket, which shall be the sole recourse of any such Passenger. Under no circumstances shall Carrier be liable to any Passenger for any type of special, incidental, or consequential damages.
- k. Carrier will not refuse to provide transportation to a Qualified Individual with a Disability solely because the person's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience Carrier personnel or other Passengers. Carrier will not provide certain extensive inflight special services including, but not limited to, assistance in actual eating, assistance within the restroom or assistance at the Passenger's seat with elimination functions, or provision of medical services. In the case of Interline Transportation, the interline partner(s) may have more restrictive terms.

26. Failure to Operate as Scheduled

Other than as required under governmental regulation, Carrier shall have no liability or responsibility to any Passenger as a result of a failure to operate any flight, and under no circumstances shall Carrier be liable to any Passenger for any type of special, incidental, or consequential damages.

For flights for which JSX is the Public Charter Operator, additional rules apply to cancellations and other “major changes” as defined under 14 C.F.R. § 380.33(a). For further information please consult the [JSX Operator-Participant Contract](#).

27. Return of Checked Baggage for Delayed Passengers

- a. Passengers may request the return of their checked Baggage only if a delay or interruption results in a wait longer than 2 (two) additional hours past the stated time in the Confirmed Reservation or the delay or interruption results in an unplanned overnight stay. Exceptions may apply if a Passenger states:
 - i. The Baggage contains life-saving or time-sensitive medication or keys;
 - ii. The Passenger has been re-accommodated on another air carrier, or will otherwise no longer be flying or continuing their trip with Carrier.
- b. Re-checking of Baggage for onward travel on Carrier is subject to all stated cutoff and time rules in this Contract of Carriage.

28. Purchase Sources

Carrier shall not be obligated to accept Passengers presenting for travel who have made purchases from unauthorized sources.

29. Right to Change Contract of Carriage

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract of Carriage without prior notice. Such changes, deletions and additions shall become effective immediately upon publication for purposes of all Confirmed Reservations purchased after such publication.

To the extent there is a conflict between the Contract of Carriage and a Passenger's itinerary, the Contract of Carriage applicable at the time of purchase governs.

30. Non-Transferability of Tickets

Tickets are not transferable unless permitted under the applicable fare rules. Name changes are permitted for flights for which JetSuiteX, Inc. is the Public Charter Operator. For further information, please consult the JSX [Operator-Participant Contract](#). Carrier is not liable for honoring a booking when presented by a person other than the Passenger named on the reservation.

31. Government Laws and Regulations

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. This Contract of Carriage does not create any right or cause of action based on applicable laws or regulations, nor does it expressly or implicitly incorporate any such laws or regulations by reference.

32. Immigration and Customs Regulations; Identification Requirements

It is the Passenger's sole responsibility to obtain and have possession of all required travel

documents. Carrier assumes no responsibility for Passenger's compliance with immigration and customs laws and regulations of each country from, through, or to which a flight is operated. Carrier shall not be responsible for any information or assistance given to a Passenger by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Passenger resulting from his or her failure to obtain such documents and comply with such laws and regulations.

For all international 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 flights, a REAL ID-compliant driver's license or ID card, U.S. Passport, or another form of identification accepted by the TSA is required for all persons eighteen (18) years of age or older. For international flights, all Passengers, regardless of age, are required to furnish a valid government-issued passport and (where applicable) travel visa. Failure to provide identification at time of check-in will result in denied boarding.

Additional restrictions may be imposed on international flights by a foreign government.

33. Section Headings/Non-Waiver

The section headings used in this Contract of Carriage 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 Carrier fails to enforce any of the sections of Contract of Carriage 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 the Contract of Carriage.

34. Privacy

- a. Upon booking or accepting transportation on Carrier, purchasing other services from Carrier, or participating in any program or service offered by or through Carrier, you authorize Carrier and its affiliates and their respective agents to (i) collect, process, retain and use, and (ii) transfer to third parties (including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies) for their use, processing, and retention, personal data provided to Carrier when Carrier believes it is in the interests of aviation security or that disclosure is otherwise necessary or advisable, or as Carrier deems necessary to carry out business purposes related to the program or services being requested and/or in the promotion of other information, goods, or services that may be of interest to you. Carrier's privacy policy, which describes how Carrier handles personal data, is available at www.jsx.com/PrivacyPolicy. Carrier's privacy policy is not made, or intended to be made, a part of this Contract of Carriage. Pursuant to our privacy policy, other than information required to complete a booking, Carrier does not knowingly collect personal identifiable information from children under the age of 13. If a child under 13 has provided Carrier with personal information without parental or guardian consent, the parent or guardian may contact Carrier at Privacy@JSX.com, and Carrier will remove the information and unsubscribe the child from any of its electronic marketing lists.

- b. TSA requires JSX to collect information from you for purposes of watch list screening, under the authority of 49 U.S.C. section 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. While providing this information is voluntary, you understand that if it is not provided, you will be denied transport or authorization to enter secure areas. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For additional information, visit www.tsa.gov.

35. Entire Agreement; Governing Law; Limitation of Liability

This Contract of Carriage contains the entire agreement between the parties and supersedes any prior written or oral agreements or representations. Any oral representations or modifications shall have no force or effect. Texas state law shall govern this Contract of Carriage except to the extent preempted by applicable federal law. Any lawsuit brought by or on behalf of a Passenger against Carrier shall be brought only in Passenger's individual capacity and may not be brought in or asserted as part of a class action proceeding. Carrier shall not be liable for any punitive, consequential, or special damages arising out of or in connection with carriage or other services performed by Carrier, whether or not Carrier had knowledge that such damage might be incurred. Carrier shall not be liable for any damage arising out of its compliance, or Passenger's failure to comply, with any laws, government regulations, orders, rules, requirements, or security directives or as a result of Passenger's reliance on advice provided by Carrier regarding such laws, regulations, orders, rules, requirements, or security directives.

Last updated: June 30, 2025