



TERMS OF USE

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IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE.

1. General

a. This Website provides information about JSX and its services. All services advertised on this Website are available for delivery only within the United States, Mexico and Canada. Use of this Website is limited to legitimate purposes. JSX may, from time to time, introduce new features to this Website or modify or delete existing features in its sole discretion. JSX shall notify User of any of these changes to features to the extent JSX is required by law to do so. By using any new or modified features when they become available, User agrees to be bound by these Terms concerning such features.

b. Comparative rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Pricing quotes are not updated every day. The information supplied by this Website is believed to be accurate, but JSX does not warrant or guarantee such accuracy. When using this information for any financial decision, we advise you to independently verify the accuracy of the comparative rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of the information contained herein for commercial purposes. All prices for services on this Website are quoted in U.S. currency, are valid and effective only in the United States, and are subject to change at any time without notice. Price comparisons made on this Website highlight the relative savings amounts of the pricing reflected herein, with the Price Quotes being the price obtained by JSX from sources believed to be reliable. JSX makes no representation or warranty that JSX's price is the lowest price available to User for services, or that any services have been provided at the stated rates.

c. Any access or attempted access of other areas of JSX's computer systems or other information contained therein for any purposes is strictly prohibited. User agrees not to interfere in any way with others' use of or access to this Website or take any action that imposes an unreasonable or unusually large load on this Website. JSX reserves the right to report any activity that it reasonably suspects violates any law or regulation and

disclose any information to law enforcement officials, regulators, or other appropriate third parties.

d. JSX has the right in its sole discretion and without prior notice and from time to time, to modify these Terms with respect to access to or use of this Website. Such modifications and additions shall be effective immediately upon posting the modified Terms to this Website, which posting shall be deemed notice to User. If User disagrees with the changes to these Terms, User should discontinue User's use of this Website. Any access to or use of this Website after posting of modifications or additions to these Terms shall constitute and be deemed to be such User's agreement to such modified Terms.

e. JSX has the right to modify or discontinue, temporarily or permanently, this Website, any services advertised by JSX through this Website, or any User's right to access or use any portion of this Website, in JSX's sole discretion, at any time and without prior notice, for any reason, including without limitation: (1) attempts by User to gain unauthorized access to this Website or assist others attempting to do so, (2) User disabling any security features on this Website, (3) User's violation of these Terms, (4) failure of User to pay for services advertised herein or any related charges, (5) suspected or actual infringement of a third party's intellectual property rights, or (6) requests by law enforcement or other government agencies. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. **USER ACKNOWLEDGES AND AGREES THAT JSX SHALL NOT BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THIS WEBSITE OR ANY SERVICES ADVERTISED ON THIS WEBSITE.**

2. Orders for Services

a. To order any services advertised herein, User needs to contact a JSX representative directly by phone at 800-iFLYJSX. Services availability is subject to change at any time. JSX makes no representations or warranties regarding the availability of services in all areas. JSX reserves the right to refuse or cancel any orders for [merchandise and/or] services listed at an incorrect or mistaken fare, or containing any other incorrect information or typographical errors. If your ticket is cancelled because the fare was mistaken, JSX will provide compensation for reasonable, actual and verifiable out-of-pocket expenses that were made in reliance upon the ticket purchase. Please contact JSX for more information. **JSX RESERVES THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO CHANGE ITS ORDERING AND BILLING PROCEDURES EFFECTIVE UPON POSTING ON THIS WEBSITE.**

3. Website Use

b. JSX cannot and will not be liable for any loss or damage arising from User's failure to comply with User's obligations hereunder. JSX reserves the right to suspend or terminate any User's use of this Website upon notice to User that it reasonably determines may have been used for an unauthorized purpose. JSX will not be liable for any damage, injury or other such loss that the User incurs by failing to maintain the

confidentiality of the User Name or Password or by otherwise failing to comply with these Terms.

c. By establishing a User Name with JSX, and each time User accesses this Website, User authorizes JSX to contact User at User's e-mail address. User may stop receiving JSX's marketing e-mails by sending an e-mail to JSX at opt-out@JetSuiteX.com or following the opt-out procedures set forth in such emails.

d. User is solely responsible for maintaining the security of its User Name and Password. User may not disclose its User Name or Password to any third party and is solely responsible for any use of or action taken under its User Name and Password on this Website. User is responsible for changing its User Name and Password if either is compromised. User agrees that JSX, in its sole discretion, may terminate User's Password or User Name or use of this Website for any reason, including, without limitation, for lack of use, or if JSX believes that User has violated or acted inconsistently with the letter or spirit of these Terms. User agrees that any termination of User's Password or User Name or use of this Website may be effected without prior notice and acknowledges and agrees that JSX may immediately deactivate or delete User's account and all related information and files and/or bar any further access to such information and files. User agrees that JSX shall not be liable to User or any third party for any termination of User's access, as provided herein.

e. JSX may, at its option, change the parameters for passwords used to access this Website without prior notice to User. If JSX does so, User will be prompted, and be required, to change its Password the next time User accesses this Website under the User Name. To prevent unauthorized access to User accounts and to prevent unauthorized use of this Website, User agrees to protect and keep confidential its User Name, Password, or other means of accessing User accounts on this Website. If User discloses User's User Name and/or Passwords to any person(s) or entity, User assumes all risks and losses associated with such disclosure. If User permits any other person(s) or entity to use this Website with User's User Name, Passwords, or other means to access User accounts, User is responsible for any transactions and activities performed from User accounts and for any use of User personal and account information by such person(s) or entity.

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JSX holds the confidentiality of its Users in the highest regard and will take all commercially reasonable measures not to disclose information about User or User's communications to any other party, except when JSX believes, in good faith, that such action is reasonably necessary to: (i) comply with applicable law or with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the legitimate interests of JSX or others. Notwithstanding the foregoing, User agrees that any information or materials that User or individuals acting on User's behalf provide to JSX will not be considered confidential or proprietary. By providing any such information or materials to JSX, User grants to JSX an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials. User further agrees that

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12. Refund and Cancellations.

User agrees to comply with JSX [Refund and Cancellations](#).

13. Miscellaneous.

a. These Terms, together with any agreement into which these Terms are incorporated by reference, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations.

b. These Terms may be waived only in writing signed by an authorized representative of JSX. No waiver by JSX of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, and the failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right that may be exercised at any subsequent time.

c. If any provision hereunder shall be unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable from the other provisions hereunder and shall not affect the validity and enforceability of any other provisions hereunder.

d. JSX shall not be liable for any nonperformance or delay in performance caused by any act or event beyond its reasonable control, including, but not limited to, acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lockouts, fire, flood or any other act of God, any law, regulation, ordinance or other act or Order of any court, government or governmental agency, or delays, unavailability, errors or other failures of the Internet or other data networks.

e. Access to or use of this Website by User shall not be construed as JSX's purposeful avilment of the privilege or benefits of doing business in any state or legal jurisdiction other than the State of California. User's agreement to these Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts or choice of laws principles. In any dispute arising hereunder or otherwise

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f. These Terms shall be binding on the successors and assigns of the parties, including, but not limited to, the indemnity obligations set forth herein, but User may not assign, transfer or delegate its rights or obligations under these Terms without JSX's prior express written consent.

g. No right or remedy conferred upon or reserved to JSX by these Terms shall be exclusive of any other right or remedy herein or by contract or law, and all rights or remedies conferred upon JSX by these Terms and by law shall be cumulative and in addition to any other right or remedy available to JSX.