



## TERMS OF USE

**IMPORTANT– READ CAREFULLY:** These Terms of Use ("**Terms**") are a legally binding agreement between you ("**You**" or "**User**") and JSX, ("**JSX**" or "**We**"), for the use of this internet website (the "**Website**"). Access to and use of this Website by any User is subject to these Terms, including any modifications or additions to these Terms from time to time issued by JSX, all applicable laws and regulations, and any other websites, mobile and other applications, or services that post a link to these Terms (each individually a "Site" and collectively, the "Sites") and the information, features, content, and services that JSX owns, controls, or makes available through this Website (collectively, with the Sites, the "Service") whether as a guest or a registered user. **BY ACCESSING OR USING THIS WEBSITE AND OUR COMPANY INFORMATION CONSTITUTES ACCEPTANCE OF OUR TERMS AND USER AGREES TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW.**

**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. By using the Service, you accept these Terms and the Service's Privacy Policy, and consent to the collection and use of your data in accordance with the Privacy Policy. The Terms may be revised and updated by us from time to time without notice to you. All changes are effective immediately when we post them. Your continued use of the Website is your acceptance of the revised and updated Terms. You can review the most current version of the Terms & Conditions agreement at any time at <http://www.jsx.com>. If you do not agree to any of these Terms, please do not use or access our Service.

c. In some instances, both these Terms and separate terms and conditions will apply, including without limitation, transportation of passengers, baggage, and cargo by JSX and its affiliates is subject to the terms & conditions contained in JSX's Contract of Carriage, terms and conditions printed on or in a ticket jacket or an e-Ticket receipt, in any published schedule, or any other separate terms (collectively "Additional Terms"). By using the Service, purchasing a ticket, or accepting transportation, you agree to be bound by such Additional Terms. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless they expressly state otherwise.

### d. Ownership of Company Information

Information and materials concerning JSX and its products and services, and similar items from our licensors and other third parties, including flight schedules, routes, fares, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Sites, audio and video clips, digital downloads, data compilations (including customer and flight information), the compilation, assembly, and arrangement of the materials of the Website, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of JSX, and other forms of intellectual property, and

information regarding the status of JSX flights, etc. is referred to as "Company Information." All right, title, and interest in and to the Service and the Company Information is the property of JSX or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. JSX owns all copyrights, trademarks, service marks, and trade names related to our Company Information. All Company Information is proprietary to JSX.

e. 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.

f. 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.

g. 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](mailto: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.

f. User may use the records, documents and information obtained through this Website only as necessary to use this Website's services. Without limiting the foregoing or expanding any User rights hereunder, User agrees that it will not (A) copy, display, republish, reproduce, sell, resell, distribute (through linking or framing or otherwise), download, license, modify, re-post, reuse, transmit, or use the Service or Company Information to create a derivative work or make any commercial use of the Service or Company Information (other than the ordering of merchandise in accordance with these Terms) or any of the information available through this Website; (B) make any use of any such information or the facilities of JSX that would allow an unauthorized third party to have access to or the benefits of this Website; (C) collect or use other users' e-mail addresses or other users' information, ratings or listings, or otherwise conduct any data extraction or data mining whatsoever; (D) harvest any information from the Website; (E) use the Service or any Company Information to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand; (F) copy, derive, edit, translate, decompile, reverse engineer, modify, use, or reproduced any code or source relating to the Service including without limitation, any service or product JSX offers; (G) modify, re-render, frame, mirror, truncate, add to, inject, filter or change the order of the information contained on any page of the Service, including, without limitation, by any way of reproducing any web pages or Company Information on any other website without our express written permission; (H) interfere with the proper operation of or any security measure used by the Service; (I) use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Service or Company information;

g. User agrees that, while using this Website, User will not: (A) transmit or post on this Website any message under a false name; (B) transmit or post on this Website any unlawful, libelous, defamatory, threatening, abusive, harassing or otherwise objectionable information of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise under any applicable law; (C) engage in any activity in connection with the Service or Company Information that is libelous, slanderous, defamatory, fraudulent, unlawful, false or misleading, harmful, tortious, vulgar, invasive of another's privacy, sexually explicit, offensive, obscene, profane, violent, threatening, harassing, abusive, hateful, or otherwise inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; (D) transmit or post on this Website any record, document or information that discloses private or personal matters

concerning any person, including, but not limited to, messages or information that would violate a person's rights of privacy or publicity; (E) transmit or post on this Website any record, document, information, file or software that contains a virus, worm, Trojan Horse or any other contaminating or destructive features; (F) transmit or post on this Website any record, document, information, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets, confidential or other proprietary information, or use of trademarks or service marks in an infringing fashion; (G) interfere, in any way, with other use of or access to this Website; (H) offer for sale or sell illegal merchandise, including counterfeit merchandise or merchandise or services that violate or infringe upon the patent rights, copyrights, trade secrets, trademarks or other intellectual property rights or other rights of any person or entity; or (I) modify, delete or alter any information provided by or on behalf of any other User.

h. User agrees to comply with all applicable laws, statutes and regulations regarding use of this Website, including ordering and/or purchasing merchandise and services. JSX may report fraudulent conduct to law enforcement authorities, and JSX will cooperate with such authorities. JSX reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement or regulatory officials. In order to cooperate with governmental requests, to protect JSX's systems and customers, or to ensure the integrity and operation of JSX's business and systems, JSX may access and disclose any information it considers necessary or appropriate, including, without limitation, User contact details, IP addressing and traffic information, usage history and posted content. User agrees to comply with all local rules regarding online conduct and acceptable content. User agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which User resides.

#### **4. Confidentiality.**

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 JSX is free to use any ideas, concepts or know-how that User, or individuals acting on User's behalf, provides to JSX. User hereby agrees that any comments, feedback or recommendations of User for the improvement or modification of this Website or the merchandise or services advertised herein shall be the sole property of JSX.

#### **5. Privacy Policy**

Registration data, and certain other information about User, is subject to JSX's Privacy Policy. JSX does not sell, rent, or give personally identifiable information about Users to third parties, except as specified in these Terms or in its [Privacy Policy](#). User must disclose certain Personally Identifiable Information to use certain functions of this Website. As a condition of registering with this Website, User represents that User has first read JSX's Privacy Policy and consents to the collection, use and disclosure of User's Personally Identifiable Information and Non-Personally Identifiable Information as described in JSX's Privacy Policy. JSX's Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing this Website, or using any features, User agrees that User will first review JSX's Privacy Policy.

6. While JSX takes reasonable steps to safeguard and to prevent unauthorized access to User's personal information, JSX cannot be responsible for the acts of those who gain unauthorized access, and JSX makes no warranty, express, implied, or otherwise, that JSX will prevent unauthorized access to User's private information.

**IN NO EVENT SHALL JSX OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO USER'S PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER JSX WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.**

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## 9. LIMITATION ON LIABILITY

- a. UNDER NO CIRCUMSTANCES WILL JSX BE LIABLE TO USER OR ANY OTHER ENTITY OR PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, ARISING IN ANY WAY OUT OF OR IN ANY WAY RELATED TO, ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THIS WEBSITE OR ANY OTHER INTERNET WEBSITE OR THE CONTENTS OF THIS WEBSITE OR ANY OTHER INTERNET WEBSITE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SALES, OR GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR OTHER DATA ON COMPUTER SYSTEMS OR OTHERWISE, EVEN IF JSX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER AGREES THAT USER'S ONLY REMEDY FOR ANY USE OF OR DISSATISFACTION WITH THIS WEBSITE OR JSX SHALL BE TO DISCONTINUE USE OF THIS WEBSITE.
- b. IF A DISPUTE ARISES BETWEEN TWO OR MORE USERS, OR BETWEEN A USER AND A THIRD-PARTY VENDOR, EACH USER RELEASES JSX (AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

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## 11. Indemnification.

User agrees to defend, indemnify and hold harmless JSX, its corporate affiliates and partners, and their affiliates and related entities and their respective directors, officers, shareholders, employees, and agents from and against all claims, losses, damages, liabilities and costs (including, but not limited to, reasonable attorneys' fees and court costs), arising out of or relating to User's breach of these Terms or User's access to or use of this Website. The foregoing indemnification obligation shall survive termination of these Terms and this Website and any merchandise or service provided to User arising out of or relating to User's use of this Website.

## 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 availment 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

connected with this Website or these Terms, the parties hereto consent exclusively to personal jurisdiction in the United States District Court of California, or if that court lacks subject matter jurisdiction, in the courts of the State of California, County of Los Angeles.

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.

#### **14. Forum Selection**

These Terms and the relationship between you and JSX shall be governed by the laws of the State of Texas without regard to any conflict of law provisions. You agree to the personal and exclusive jurisdiction of the courts located within Dallas, TX. You hereby consent to the exclusive jurisdiction and venue of the State and Federal courts in Dallas, Texas in all disputes. You agree and understand that you will not bring against the JSX Parties any class action lawsuit related to your access to, dealings with, or use of the Service.

You agree that (i) any transactions carried out through the Sites will be deemed to take place in the State of Texas, United States of America, regardless of the jurisdiction where you may be located or reside, and (ii) any payment in connection with such transactions will only be accepted in US dollars. You further agree and acknowledge that any advertising, promotional or marketing information that may be contained in any communications that you may receive as a result of your use of the Sites is only intended to have effect and will only be applicable in the United States of America.

You also agree you will not use the Service for or in connection with offering any third party product or service not authorized or approved by JSX. For example, online check-in service providers may not use JSX web pages to check-in customers online or attempt to obtain for them a boarding pass in any certain boarding group.