

Booking Terms and Conditions

These Booking Terms and Conditions ("Terms") govern all bookings made with Fly JetPets FZCO ("Fly JetPets," "we," "our," or "us"). By confirming a booking, you ("Client," "you," or "your") acknowledge and agree to these Terms, which define the obligations and responsibilities of all parties.

Fly JetPets acts solely as an intermediary, facilitating services between you and certified third-party providers. These Terms ensure clarity, transparency, and legal protection for all parties involved.

1. DEFINITIONS

Aircraft Charter Price	The portion of the Total Invoiced Amount specified in the Client's invoice as the cost for the charter of the aircraft, excluding costs for pet travel; documentation, concierge services, or other additional services.
Baggage	Items brought onto the aircraft by passengers, including cabin baggage and hold baggage, subject to weight and size restrictions.
Booking	The reservation of a flight or service, including private or shared charters, pet travel documentation, and applicable concierge services as confirmed in the Booking Confirmation.
Captain	The pilot in command of the aircraft who has full authority and discretion over flight operations and safety.
Client	The individual or entity entering into an Agreement with Fly JetPets for the services provided.
Damage to the Aircraft	Any damage resulting from actions or inactions by passengers or their pets, including but not limited to damage to furnishings, fixtures, or equipment.
Flight	The scheduled journey, as specified in the booking confirmation, including all stops and destinations.
Intermediary	Fly JetPets acting solely as an intermediary coordinating flight and pet services with Operators.
Operator	The certified air carrier/operator or third-party service provider contracted to perform the flight, provide pet travel documentation or associated services.
Passenger	Any person or pet listed in the booking confirmation and approved for travel.
Pet	Animals listed in the booking and subject to compliance with travel requirements.
Private Charter	A flight exclusively booked for the Client and their passengers.

Shared Charter	A flight shared with other clients and passengers, subject to minimum booking requirements.
Scheduled Time of Departure (STD)	The confirmed time for the flight's departure.
Service Agreement	The binding contract between Fly JetPets and the Client, including these Terms, booking confirmations, and any related communications governing the services provided.
Terms	These Booking Terms and Conditions, which outline the rights, responsibilities, and obligations of all parties involved.
Traffic Documents	Travel-related documents issued by the Operator, including passenger tickets, baggage checks, airway bills, etc.

2. SCOPE OF SERVICES

2.1. Fly JetPets provides intermediary services to facilitate the following offerings:

- 2.1.1. **Private Charter:** Coordination of exclusive flights tailored to the Client's requirements and preferences.
- 2.1.2. **Shared Charter:** Coordination of shared flights with other passengers and pets, subject to demand and minimum booking requirements.
- 2.1.3. **Pet Travel Documentation Services:** Assistance with preparing and submitting pet travel documentation required by regulatory authorities.
- 2.1.4. **Concierge Services:** Coordination of optional travel-related services, including ground transportation, pet-friendly accommodations, and other travel-related arrangements, as requested by the Client.

2.2. Fly JetPets acts solely as an intermediary and does not:

- 2.2.1. Own, operate, or manage any aircraft.
- 2.2.2. Guarantee the availability, performance, or quality of services provided by third-party Operators or service providers.
- 2.2.3. Accept liability for delays, cancellations, or non-performance caused by third-party providers, regulatory issues, or Force Majeure events.

3. BOOKING AND PAYMENT

3.1. Payment Terms:

- 3.1.1. Clients will initially receive a non-binding quote, which is provisional and subject to changes based on pet eligibility to fly, aircraft availability, and other factors.
- 3.1.2. Upon approval of the quote, Fly JetPets will issue an invoice outlining the deposit and payment terms.
- 3.1.3. Payment terms, including any deposit requirements or full payment, will follow the conditions outlined in the Client's invoice. Fly JetPets reserves the right to determine the applicable payment terms for each booking.

- 3.1.4. If a deposit is required, it allows Fly JetPets to initiate the pet travel documentation process (if applicable) and/or reserve the Client's seat on shared charters (if applicable), but does not confirm the booking of the aircraft or associated services unless otherwise specified in the invoice. The deposit amount will be specified in the invoice with cancellation policies following that outlined in the Cancellation and Refunds section.
- 3.1.5. Clients must pay the remaining balance as specified in the invoice, reflecting:
- Unchanged Costs: If the initially quoted aircraft remains available at the same cost.
 - Updated Costs: If the aircraft is unavailable or costs have changed. Any differences will be reflected in the final invoice.
- 3.1.6. Failure to pay the remaining balance may result in cancellation of services, forfeiture of deposits, and additional fees.
- 3.1.7. Payments must be made in full, free of deductions or withholdings. If deductions, taxes, or fees (e.g., bank charges or currency conversion fees) are required by law or arise from the payment process, the Client agrees to gross-up the payment to ensure Fly JetPets receives the full invoiced amount.
- 3.1.8. Clients must pay the invoiced amount in the specified currency and to the address stated in the invoice.
- 3.1.9. Time of payment is of the essence. Failure to pay the Total Invoiced Amount by the specified due date may result in cancellation of services, forfeiture of deposits, and loss of aircraft availability.

3.2. Aircraft Confirmation:

- 3.2.1. Once the pet's eligibility to fly is confirmed for private charters, or the minimum passenger threshold is reached for shared charters, Fly JetPets will:
- Reconfirm the aircraft's availability and cost with the Operator.
 - Notify the Client promptly if the aircraft or seat cost has changed or if the initially quoted aircraft is unavailable.
 - Issue an updated invoice for the remaining balance.
- 3.2.2. The aircraft and associated services will only be confirmed upon receipt of the full payment of the Total Invoiced Amount, as specified in the invoice. A deposit, if applicable, does not constitute confirmation of the aircraft, seat, or associated services. Confirmation is strictly conditional upon the receipt of full payment in its entirety, unless advised otherwise.
- 3.2.3. Until full payment is received:
- The aircraft remains available for other bookings.
 - Fly JetPets cannot guarantee availability or pricing based on the initial quote.

3.3. Third-Party and Unforeseen Cost Adjustments. Due to the nature of third-party costs and operational expenses, the Total Invoiced Amount may be subject to change after booking. Fly JetPets strives to avoid such changes but reserves the right to adjust the invoice to reflect the following, including but not limited to:

- Increased fuel prices;

- Regulatory fees, taxes, or airport surcharges;
- Unforeseen third-party costs relating to pet travel documentation, concierge services, or other services.

The Client will be informed promptly of any adjustments. Payment of such adjustments must be made prior to the Scheduled Time of Departure

3.4. Force Majeure Implications. Fly JetPets shall not be liable for delays or changes to invoiced costs caused by Force Majeure events. The Client will be notified promptly of any adjustments or impacts to the booking.

3.5. No Set-Off or Counterclaims. The Client may not withhold or deduct any payments owed to Fly JetPets under this Agreement due to counterclaims, disputes, or other unrelated matters. All payments must be made in full and in accordance with the invoice.

3.6. Set-Off and Application of Payments. Fly JetPets reserves the right to:

- 3.6.1. Set off any payments received from the Client against any amounts due under this Agreement, including outstanding debts or unpaid balances.
- 3.6.2. Allocate payments to cover any specific obligations owed by the Client at Fly JetPets' sole discretion.

4. CANCELLATION AND REFUNDS

4.1. Private Charter Cancellation Fees

Cancellation fees for private charters are determined based on the proximity of the cancellation to the Scheduled Time of Departure (STD). These fees reflect costs incurred for both flight arrangements and pet travel documentation services.

4.1.1. Flight Services:

- 25% of the Aircraft Charter Price: For cancellations made immediately after confirmation;
- 50% of the Aircraft Charter Price: For cancellations made 16-30 days prior to the STD;
- 75% of the Aircraft Charter Price: For cancellations made 9-15 days prior to the STD;
- 100% of the Aircraft Charter Price: For cancellations made less than 9 days prior to the STD or in the event of a no-show.

4.1.2. Pet Travel Documentation Services:

- A flat fee of USD 300 will apply for cancellations affecting pet travel documentation services;
- Additional costs incurred up to the point of cancellation (e.g., services rendered, non-refundable expenses, administrative fees) will also be charged. These may include non-refundable permits or completed services.

4.2. Shared Charter Cancellation

4.2.1. For shared charter bookings, Fly JetPets applies a non-refundable policy once the booking is confirmed. This ensures the flight can proceed as scheduled for all passengers, as shared charters depend on meeting a minimum number of passengers to operate. Refunds cannot be applied for shared charters as they are collaborative travel arrangements dependent on meeting a minimum

number of passengers. A cancellation could jeopardize the flight for other passengers and the costs of the flight must still be paid to the operator, making refunds unfeasible.

- 4.2.2. If a deposit is required to reserve a seat, the deposit is fully refundable (excluding any transaction or bank charges) only if the flight is canceled by Fly JetPets due to not meeting the minimum passenger requirement. If the Client cancels their reservation, they forfeit any deposit paid and are not entitled to a refund.
- 4.2.3. Human Seat Transfers: Clients may transfer their confirmed seat to another individual, subject to approval and applicable fees (if any), provided the new passenger meets all travel and documentation requirements. Transfers must be communicated in writing at least 72 hours before the STD.
- 4.2.4. Pet Travel Documentation: Pet travel documentation is non-transferable once initiated. If a replacement passenger wishes to bring a pet, a new pet travel documentation fee will apply.

4.3. Concierge and Additional Services Cancellation

- 4.3.1. Any non-refundable expenses incurred for concierge and/or additional services will be charged to the Client. These may include bookings, reservations, and administrative fees.
- 4.3.2. Fly JetPets will endeavor to secure refunds for cancelable concierge and/or additional services. Refunds will be processed minus a non-refundable administrative fee, where applicable.

4.4. Change Requests

In the case of private charters, Fly JetPets will strive to accommodate changes to route and time wherever feasible. However, such requests may incur additional fees based on the operator's costs or, in some cases, be treated as cancellations subject to the cancellation fees outlined above.

4.5. No-Show Policy

A "no-show" is defined as the failure of the Client or their passengers to arrive at the aircraft at least 20 minutes prior to boarding, with all required travel documents (e.g., passports, visas, etc.). In the event of a no-show and/or non-compliance on the day of travel resulting in refused boarding, no refund will be provided.

4.6. Refund Processing

Fly JetPets strives to handle eligible refunds in a timely manner while ensuring compliance with operator and other partner terms and conditions. Refunds will typically be processed within 30 days of confirmation. However, timelines may vary depending on circumstances. Where applicable, refunds may be subject to a non-refundable administrative fee to cover processing costs. All refunds will not include any transaction surcharges or fees incurred by the Client during payment (e.g., bank transfer fees, currency conversion charges, or other payment processor costs).

4.7. Written Notice

All cancellations or change requests must be submitted in writing to Fly JetPets. Cancellations are deemed effective upon receipt of the written notice. Applicable fees will be communicated and invoiced following confirmation of the cancellation.

5. RESPONSIBILITIES OF THE CLIENT

5.1. Communication

The Client must direct all communication to Fly JetPets and may not approach Operators or third-party providers without prior authorization.

5.2. Accuracy of Information

5.2.1. The Client must provide accurate, complete, and timely information for all services, including:

- Passenger details (e.g., full names, identifications, travel documents);
- Pet details (e.g., breed, weight, documentation);
- Special requirements or additional services requested (e.g., concierge services, specific flight preferences).

5.2.2. The Client must cooperate fully in providing any information or documentation necessary for obtaining flight-related permits or approvals, including but not limited to passenger manifests and pet information.

5.3. Travel Documentation and Regulations Compliance

5.3.1. The Client must ensure all passengers and pets have valid travel documents and comply with all applicable regulations, including but not limited to passports, visas, health certifications, and customs requirements.

5.3.2. Clients must present the original copy of all required travel documents (including but not limited to identification, passport, or visa) at check-in. All documents must match the details on the Passenger Manifest exactly. Failure to provide the correct identification or travel documents may result in delayed departure, denied boarding, or refused entry.

5.3.3. Where pet travel documentation services are included, Fly JetPets will assist with coordination and preparation, but does not guarantee approvals or compliance. The Client remains fully responsible for ensuring their pets meet all travel requirements, including fitness to fly and adherence to IATA Live Animals Regulations. Where pet travel documentation is excluded from the package, the Client assumes full responsibility for obtaining and complying with applicable travel documentation and regulations.

5.3.4. The Client and/or passengers must ensure that pets comply with any destination-specific restrictions, including but not limited to breed bans and import/export regulations. Fly JetPets may assist in identifying restrictions but will not be held liable for denied entry or other issues resulting from the Client's failure to comply.

5.3.5. The Client and/or passengers are responsible for ensuring compliance with all customs, immigration, police, and public health regulations applicable to passengers and pets.

5.3.6. The Client must adhere to all instructions, timelines, and requirements communicated by Fly JetPets.

5.3.7. Fly JetPets shall not be liable for penalties, damage, delays, cancellations, loss, expenses, irregularities, denied boarding, or refused entry resulting from the Client's failure to provide the correct documentation, or the Client's failure to comply with travel requirements or regulations.

5.4. Client Expectation

Fly JetPets will make reasonable efforts to coordinate and facilitate services with third parties (e.g., operators, regulatory authorities, service providers). However, Fly JetPets is not liable for delays, cancellations, or penalties arising from decisions or actions made independently by third parties. Clients are encouraged to communicate any concerns or issues promptly to Fly JetPets, who will work to minimize disruptions and explore alternative solutions.

6. FLIGHT OPERATIONS

6.1. Operator Responsibilities and Discretion

- 6.1.1. The Operator and/or carrier is solely responsible for providing a manned, equipped, fueled, and airworthy Aircraft in compliance with all applicable laws and regulations. Fly JetPets does not own, operate, or control the Aircraft and is not liable for the performance or decisions of the Operator and/or carrier.
- 6.1.2. All operational and ground personnel, including cabin staff, are authorized to take instructions only from the Operator and/or carrier or its designated representatives. Clients and/or passengers may not issue instructions to operating personnel unless specifically authorized by the Operator.
- 6.1.3. The captain of the Aircraft has full authority over all operational decisions, including but not limited to:
- Route deviations, flight delays, or cancellations due to safety or regulatory concerns or for any reason whatsoever;
 - Adjustments to payload, baggage, seating, and pet accommodations;
 - Refusal to carry passengers or pets if health, safety, or security is compromised.
- 6.1.4. The Operator and/or carrier may refuse carriage of passengers, pets, or baggage in the following scenarios, including but not limited to:
- Failure to provide valid travel documentation for passengers or pets;
 - Non-compliance with baggage restrictions or security checks;
 - Disruptive, aggressive, or unsafe behavior by passengers or pets;
 - Health, safety, or regulatory concerns, including orders from authorities.
- 6.1.5. Flight schedules, payload capacities, and passenger seating arrangements are approximate and subject to change at the Operator's and/or Captain's discretion. The Operator and Captain have sole authority over flight timing, safety decisions, and operational adjustments. The Client acknowledges that changes may occur due to operational, safety, or regulatory requirements. Schedule changes of up to 48 hours shall not entitle the Client to refunds, compensation, or claims against Fly JetPets. Fly JetPets shall not be liable for any delays, schedule changes, or adjustments made at the discretion of the Operator or Captain.
- 6.1.6. While some aircraft may offer Wi-Fi connectivity, Fly JetPets and the Operator do not guarantee Wi-Fi availability or functionality on any flight. Wi-Fi disruptions or unavailability shall not entitle the Client to any refund, discount, or price adjustment.

6.2. Baggage Restrictions

The Client must ensure all baggage complies with the Operator's and/or carrier's size, weight, and safety regulations. Prohibited items include hazardous materials, such as flammable liquids or explosives, and any items restricted by applicable laws or Operator and/or carrier policies. The Operator and/or carrier reserves the right to refuse baggage that is non-compliant, improperly packed, or poses safety risks.

6.3. Passenger and Pet Responsibilities

- 6.3.1. The Client is solely responsible for ensuring passengers and pets arrive at the departure airport with sufficient time for check-in, security, and boarding procedures. Fly JetPets, the Operator and/or carrier are not liable for passengers or pets who fail to arrive on time. Any alternative arrangements for late passengers or pets are at the sole discretion of the Operator and/or carrier and may incur additional costs.
- 6.3.2. If passengers or pets are denied entry at a destination or require diversion of the flight due to non-compliance with travel requirements, the Client is liable for all costs associated with returning them to the original departure point, including fines or penalties imposed by authorities. Fly JetPets, the Operator and/or carrier bear no responsibility for delays, costs, or penalties incurred.
- 6.3.3. Dogs must remain on a secure leash at all times within airport premises and onboard the aircraft. Cats must remain securely inside their carrier at all times while in the terminal and during the flight. Failure to comply may result in denied boarding or removal from the flight.
- 6.3.4. Passengers must adhere to safety and behavioral guidelines communicated by the Operator and/or carrier or Fly JetPets. Pets must be well-behaved and non-aggressive. Disruptive or aggressive behavior may result in denied boarding, removal, additional fees, or liability for damages caused.

7. AIRCRAFT DAMAGE AND OPERATIONAL COSTS

7.1. Aircraft Damage

The Client is liable for any damage caused by passengers, pets, or baggage to the Aircraft or its equipment. Liability may include repair costs, cleaning fees, and any expenses incurred by the Operator and/or carrier as a result of the damage. Fly JetPets will issue an invoice detailing the costs of such damages, which must be reimbursed promptly upon receipt.

7.2. Costs Due to Delays

The Client is responsible for all costs incurred due to delays, deviations, or diversions not caused by the Operator and/or carrier, including but not limited to accommodations, meals, transportation costs, additional fuel or ground handling charges resulting from deviations or diversions, fees or penalties imposed by authorities due to passenger or pet non-compliance. Fly JetPets will issue an invoice for such costs, which must be reimbursed promptly upon receipt. Fly JetPets, the Operator and/or carrier are not liable for any additional costs or losses incurred by the Client due to such delays or deviations.

7.3. Operational Cost Adjustments

- 7.3.1. Fly JetPets reserves the right to adjust the Total Invoiced Amount for changes in operational costs, including but not limited to: increases in aviation fuel prices; routing adjustments due to airspace restrictions or regulatory requirements; additional ground handling, airport, or security fees. The Client will be notified promptly of any such adjustments.
- 7.3.2. Adjusted costs must be paid in full prior to departure. Failure to pay the adjusted amount may result in cancellation of services, forfeiture of deposits, and other penalties as outlined in this Terms.

8. TRAFFIC DOCUMENTS

- 8.1. The Operator and/or carrier is responsible for issuing and providing all necessary travel documents related to the flight, including but not limited to passenger tickets, baggage checks, airway bills or other cargo-related documentation.
- 8.2. The Client must provide Fly JetPets with all required passenger and baggage information in a timely and accurate manner to facilitate the issuance of necessary travel documents. The Client is responsible for ensuring that passengers receive all required travel documents before departure and the information provided to Fly JetPets is accurate and complete.
- 8.3. Fly JetPets is not liable for delays, denied boarding, or other issues arising from the Operator's and/or carrier's failure to issue travel documents, errors, omissions, or inaccuracies in the information provided by the Client, or the Client's failure to ensure that passengers receive required travel documents before departure.

9. SHARED CHARTER

- 9.1. Shared charter flights are demand-based and subject to a minimum number of confirmed bookings. If the minimum passenger threshold per flight is not met, Fly JetPets reserves the right to cancel or postpone the flight. In such cases, clients will be notified at least four weeks in advance and refunds will be limited to the ticket price, excluding any payment transaction fees or charges.
- 9.2. Each Shared Charter package includes:
- 1 passenger + 1 pet (any size), OR
 - 1 passenger + 2 smaller pets (each under 23kg);
- 9.3. Where included in each Shared Charter package, pet travel documentation assistance will apply to one (1) pet. For Clients traveling with two smaller pets, pet travel documentation assistance for the second pet (if applicable) will incur an additional fee. Where pet travel documentation services are not included in the package (depending on the specific flight), Fly JetPets will advise the Client accordingly. In such cases, Clients may request these services separately for an additional fee.
- 9.4. For any pets exceeding the standard limits, additional fees will apply for both the additional flight space required and pet travel documentation assistance (if applicable). This structure ensures a comfortable and fair experience for all passengers – both human and pet.

10. PET TRAVEL DOCUMENTATION SERVICES

- 10.1.** Pet travel documentation services may be either included as a default component of the Client's package or offered as an optional add-on, depending on the specific flight or service arrangement. Where such services are not included, Fly JetPets will advise the Client accordingly at the time of booking, and the Client may request these services for an additional fee.
- 10.2.** These services, where applicable, include the coordination of third-party assistance in preparing and submitting required documentation for pet travel.
- 10.3.** Where pet travel documentation services are applicable, the Client acknowledges that Fly JetPets acts solely as an intermediary between the Client and certified third-party providers. While Fly JetPets makes every effort to assist Clients in meeting documentation requirements, final approval and issuance for pet travel documentation rests solely with the relevant authorities. Fly JetPets does not guarantee approval or outcomes for pet travel documentation and is not liable for delays, rejections, or additional costs resulting from third-party actions or regulatory decisions.
- 10.4.** For Clients handling their own pet travel documentation, Fly JetPets is not liable for any damage, loss, expense, or disruption resulting from incorrect, incomplete, or invalid documentation. Fly JetPets may request supporting documentation at various stages to facilitate coordination or regulatory review. Failure to provide valid documents may result in denied travel with no refund due.

11. LIABILITY AND INDEMNIFICATION

- 11.1.** Fly JetPets acts solely as an intermediary and is not liable for:
- 11.1.1.** Variations, delays, cancellations, or non-performance caused by Operators and/or carriers, regulatory authorities, or other third parties.
- 11.1.2.** Decisions made by the Operator or Aircraft captain regarding safety, scheduling, or operational matters.
- 11.1.3.** Additional costs, losses, or penalties incurred due to actions or decisions made independently by third parties, including but not limited to:
- Operators and/or carriers: Flight scheduling changes, denied boarding, or changes in aircraft availability;
 - Regulatory Authorities: Visa refusals, denied entry, customs decisions, or other regulatory actions;
 - Service Providers: Delays, changes, or non-performance related to pet travel documentation services, concierge services, or other optional add-ons.
- 11.1.4.** Indirect, consequential, or incidental losses, including but not limited to loss of income, emotional distress, or inconvenience.
- 11.2.** The Client agrees to indemnify and hold harmless Fly JetPets and its partners against any claims, liabilities, penalties, costs, or damages arising from the following:
- Breaches of this Agreement or regulatory requirements;

- Inaccurate, incomplete, untimely, or fraudulent documentation or information provided by the Client;
 - Failure to comply with instructions, timelines, or regulations communicated by Fly JetPets;
 - Actions, omissions, or non-compliance by passengers or pets listed in the booking.
- 11.3.** The Client agrees to indemnify and hold harmless Fly JetPets, the Operator, its personnel, representatives, and/or other passengers from any liabilities, costs, injury, death, damages, or other losses arising from the Client's actions or negligence, the Client's failure to comply with these Terms, Operator instructions, or applicable regulations; or the behavior of any pet transported by the Client or their passengers. This includes, but is not limited to, damage to the Aircraft, its equipment, or facilities, as well as injuries to other passengers, pets, or personnel.
- 11.4.** Fly JetPets is not liable for delays, cancellations, or additional costs caused by events beyond its reasonable control (Force Majeure), including but not limited to:
- Adverse weather conditions, natural disasters, or pandemics;
 - Government actions, airspace restrictions, or regulatory requirements;
 - Labor strikes, technical failures, or fuel shortages impacting third-party services;
 - Acts of terrorism, war, or civil unrest;
 - Quarantines, lockdowns, or other public health measures.
- 11.5.** In the event of a force majeure event, Fly JetPets will notify the Client promptly and make reasonable efforts to minimize disruptions. Fly JetPets has no obligation to provide replacement solutions for affected flights or services. Payments are required for any portions of the flight or services that have been completed prior to the force majeure event.
- 11.6.** Passengers and baggage are subject to the Operator's and/or carrier's Conditions of Carriage, which may include limitations of liability.
- 11.7.** The Operator and/or carrier is not acting as a common carrier and reserves the right to refuse carriage in accordance with its policies.
- 11.8.** All indemnities provided in this Terms shall survive termination or expiry, including claims or liabilities arising after the conclusion of services. These indemnities apply to all direct and indirect losses, costs, or claims, regardless of the time of occurrence.

12. TERMINATION

12.1. Termination Rights

Fly JetPets may terminate the Service Agreement immediately upon written notice to the Client in the following circumstances:

- Non-payment of any amounts due;
- Breach of the Client's obligations, which, if capable of remedy, remains unremedied within a reasonable period after written notice;

- Adverse changes to the Client's financial or operational status that, in Fly JetPets' reasonable opinion, affect the Client's ability to fulfill obligations;
- Any legal, regulatory, or operational impediment preventing Fly JetPets or its partners from fulfilling the Service Agreement.

12.2. Effects of Default

12.2.1. A default occurs when the Client fails to meet their obligations, including but not limited to non-payment of amounts due, breach of responsibilities, actions or omissions that result in regulatory non-compliance or disrupt Fly JetPets' ability to perform its obligations.

12.2.2. In the event of a default by the Client, Fly JetPets reserves the right to:

- Retain any deposits paid by the Client to cover unpaid amounts, costs, or damages arising from the default;
- Suspend or cancel any services, bookings, or agreements related to the Client;
- Recover any outstanding amounts, including interest and reasonable legal fees incurred in pursuing payment or damages;
- Seek indemnification for all losses, damages, or liabilities caused by the Client's default, including third-party claims or costs.

12.3. Obligations Following Termination

Upon termination of the Service Agreement for any reason:

- The Client must immediately pay all outstanding amounts due to Fly JetPets, including interest where applicable;
- Fly JetPets may retain any deposits paid by the Client to cover unpaid amounts or costs arising from the termination;
- The Client indemnifies Fly JetPets for all losses, damages, or claims arising from the termination, including but not limited to costs incurred due to third-party cancellations or regulatory actions.

12.4. Survival of Terms

The provisions of these Terms that, by their nature, are intended to survive termination, including but not limited to indemnities, payment obligations, and liability limitations, shall remain in full force and effect after termination.

13. ECONOMIC SANCTIONS AND TRADE COMPLIANCE

13.1. The Client warrants that neither they, their subsidiaries, nor any associated individuals or entities involved in the Service Agreement are subject to sanctions imposed by the US, UN, EU, or UAE.

13.2. The Client further warrants full compliance with all applicable economic sanctions laws, anti-boycott regulations, and trade restrictions relevant to the performance of the Service Agreement.

- 13.3.** The Client indemnifies Fly JetPets and its affiliates against all losses, damages, costs, or claims arising from any breach of sanctions or trade compliance regulations by the Client or associated parties and/or actions taken by authorities or third parties as a result of such breaches.
- 13.4.** Fly JetPets reserves the right to refuse, withdraw, or terminate services without liability if it reasonably believes that proceeding with the Service Agreement would result in non-compliance with applicable sanctions laws and/or the Client or associated parties have violated trade compliance regulations.
- 13.5.** Fly JetPets is excused from performing any actions or transactions under the Service Agreement that could result in a violation of sanctions laws or trade restrictions and/or subject Fly JetPets or its affiliates to legal, financial, or reputational risks under such laws.

14. PRIVACY AND DATA PROTECTION

- 14.1.** Fly JetPets respects the confidentiality of Client information and will use it solely for the purposes of fulfilling its obligations under the Service Agreement.
- 14.2.** Fly JetPets will not disclose Client information to third parties except in the following circumstances:
- Where disclosure is required by law, including compliance with anti-money laundering and counter-terrorism regulations;
 - To third-party providers engaged by Fly JetPets to deliver services under this Agreement, subject to the conditions outlined in Section 14.3.
- 14.3.** Fly JetPets shall use commercially reasonable efforts to ensure that any third-party providers engaged in delivering services under the Service Agreement:
- Align with applicable data protection laws in their operations;
 - Agree to use Client information solely for the purposes of fulfilling their obligations.

15. GENERAL

- 15.1.** Fly JetPets may amend these Terms by publishing updates on its official website. Updated Terms apply to all bookings made after the effective date of the amendment.
- 15.2.** The Charter Price and any commercial terms outlined in the booking are confidential and may not be disclosed to third parties without prior written approval from Fly JetPets.
- 15.3.** No delay or failure by Fly JetPets to exercise its rights under these Terms constitutes a waiver of those rights. The rights and remedies provided in these Terms are cumulative and do not exclude other legal rights or remedies.
- 15.4.** The Client may not assign or transfer their rights or obligations under these Terms without the prior written consent of Fly JetPets.
- 15.5.** By confirming a booking with Fly JetPets, the Client acknowledges having read, understood, and agreed to these Terms and Conditions. The Client's acceptance of these Terms is deemed upon

payment of the booking deposit or full payment as specified in the invoice and/or signing of the Service Agreement, where applicable.

- 15.6.** Disclaimer: Fly JetPets acts solely as an intermediary between the Client and certified Operators and/or carrier or third-party service providers. Fly JetPets is not an aircraft operator or a direct air carrier and does not exercise operational control over the Aircraft or its crew. All flight services are performed by certified Operators who retain sole responsibility for the operation, safety, and regulatory compliance of the Aircraft.

Last Updated: April 2025