

Service Agreement Terms

Quartz Aviation Limited is a limited company incorporated in England and Wales with registration number, 12832229, and whose registered office is 1 Park Road, Hampton Wick, Kingston upon Thames, Surrey, KT1 4AS (“**Quartz**” or “we”, “us”, or “our”).

These are the terms and conditions (“**Terms**”) which govern the basis on which Quartz supplies services to the customer (the “**Member**” or “you”).

As a Member, you are able to use the application accessible via Quartz.aero (the “**Membership App**”) to book private flights from various airports in the United Kingdom ranging from Member usage only to unlimited passengers including the Member (together the “**Passengers**”). Quartz acts as an authorised agent on behalf of Members to arrange air charter transportation services (“**Flight Services**”) and any other associated or ancillary services (“**Additional Services**”) (together the “**Services**”).

Please read these Terms carefully. By ticking this box and proceeding with the booking you are agreeing to these Terms. They tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

Quartz can change these terms at any time. Members should ensure they have read, understood and agree to comply with the current Terms when they make any purchases through the Membership App as they shall fully bear the risk of non-compliance.

1. Definitions and Interpretation

Defined terms are highlighted in bold and are capitalised throughout these Terms for ease of reference.

Except where the context otherwise requires references to persons includes bodies corporate, unincorporated associations and partnerships and the masculine gender includes the feminine and neuter and references to the singular include the plural and vice versa.

2. Services

- 2.1. As a Member, in using the Membership App, you appoint and authorise Quartz to act as your agent to arrange and pay for flight services operated by one of our licensed Operating Partners (“**Operating Partners**”) and any other Additional Services Quartz may offer you from time to time.
- 2.2. All Service are arranged on demand according to the Member specific itineraries and flight requirements based on the availability of the Operating Partners.
- 2.3. When a Member reserves an itinerary for Flight Services (the “**Flight Itinerary**”) via the Membership App and agrees to pay the full amount listed on the flight invoice (the “**Flight Invoice**”) the Flight Service shall be considered booked and any cancellation shall be subject to the policy set out in clause 7 below. Additional booking terms may apply if prescribed in the Flight Invoice.
- 2.4. In the event that the Member requests any significant change (for example, flight time) and the Operating Partner can accommodate such a request, the Member agrees to pay on demand any additional costs associated with such changes.
- 2.5. Operating Partners shall have exclusive direction, control and authority over initiating, conducting and terminating flights (“**Operational Control**”). Our Operating Partners are responsible for ensuring the safety of the flight and providing the Flight Services, including the flight crew and aircraft operations. Our Operating Partners may be subject to, among other things, flight time and duty time restrictions, airport limitations that may preclude or limit operations to certain airports and any other applicable regulations and requirements. Quartz do not accept any responsibility or liability for Flight Services provided by any third parties.
- 2.6. Members understand and agree that the Operating Partner has absolute discretion in all matters, including, without limitation, the preparation of the aircraft, the load carried, its distribution and decision as to whether or not the Flight Services can be performed, what route should be flown and all other matters relating to the operation of the aircraft and the Flight Services. As a Member, you agree that the Operating Partner shall have complete authority to cancel any Flight Service for any reason, in its sole and absolute judgment, which could compromise safety or breach any applicable regulations or requirements. No such action by the Operating Partner shall create or support any liability for loss, injury, damage or delay to Members or any of the Passengers.
- 2.7. The Operating Partner also have the exclusive right to refuse boarding to any Member or Passenger (i) who appears to be intoxicated or under the influence of illicit or controlled substances (ii) who refuse to be subject to any reasonable checks of their person or baggage (iii) whose condition, including apparent illness or incapacity, could involve hazard or risk to them or others (iv) who exhibit aggressive or inappropriate behaviour towards others passengers or flight crew or (v) who fail to provide

legally valid government issues identification. All such circumstances will be viewed as a "No Show" for the purposes of any refunds due.

- 2.8. If the Booked Flight is cancelled, interrupted or delayed for any reason other than Passenger delays, the Operating Partner will be responsible for sourcing any alternative which may require the payment of additional fees which are subject to Member's additional approval and payment in accordance with clause 3. Where no alternative is available within 24 hours from the moment the Booked Flight has been cancelled, interrupted or delayed for any reason, or if the Member does not approve any additional fees, both Parties shall be released from their obligations under these Terms and a full refund will be paid.

3. Payment Terms

- 3.1. Flight Costs are due in full [within 24 hours] of receipt from our Operating Partners that the Flight Itinerary has been confirmed, payments should be made via the Membership App.
- 3.2. Quartz accepts payments through our online payment gateway powered by Crezco. Accepted payment methods include credit card, debit card and any other forms of electronic payment supported by Crezco.
- 3.3. By providing payment information, the Member expressly authorises Quartz to initiate a charge of the specified amount using the selected payment method.
- 3.4. Neither Quartz, our Operating Partners or any third parties shall have any obligation to provide the Services without payment in full. Time for payment of all sums due shall be of the essence.
- 3.5. All fees and charges are subject to the prevailing rate of VAT.

Payment Processing

- 3.6. Quartz uses the 3rd party payment platform, Crezco, the Crezco API, to process financial transactions.
- 3.7. By using the Crezco Check Out you agree to be bound by Crezco's Terms of Service.
- 3.8. You agree that Quartz shall not be liable for any payments and monetary transactions that occur through your use of this Service. You expressly understand and agree that all payments and monetary transactions are handled by Crezco. You agree that Quartz shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Crezco.
- 3.9. You are responsible for all transactions (one-time, recurring, and refunds) processed through the Service and/or Crezco. Quartz is not liable for loss or damage from errant or invalid transactions processed with your Crezco account. This includes transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.
- 3.10. Members understand that Quartz uses the Crezco API to run the Service and that the Crezco API is subject to change at any time and such changes may adversely affect the Service. You understand and agree to not hold Quartz liable for any adverse effects that actions (whether intentional or unintentional) on the part of Crezco may cause to your account, or your business.
- 3.11. You must not process stolen credit cards, or unauthorised credit cards through Crezco.
- 3.12. All transaction information passed between Quartz's and Crezco's systems is encrypted using 256-bit SSL certificates. No cardholder or bank information is ever passed unencrypted.

4. Disputes

- 4.1. Members must notify Quartz in writing of a disputed charge within 15 days after the date of any invoice, receipt, bill or statement on which such charge(s) first appeared. After 15 days, the charges will be considered valid, final and undisputed. Any disputes or concerns regarding payments should be escalated to our customer support admin@Quartz.aero
- 4.2. Chargebacks and disputes will be handled in accordance with Crezco's dispute resolution procedures.
- 4.3. In the event that any sums due from the Member to Quartz remains unpaid for more than 15 days beyond the date such sums were due to be paid, any outstanding sums shall be subject to interest at the lesser of 1.5% per month or the maximum amount of interest permitted by law.
- 4.4. In the event that any form of payment provided by the Member has been rejected and Quartz incurs any fees as a result of such rejection (e.g., insufficient funds), the Member shall be responsible to reimburse Quartz promptly for all such fees incurred. Members shall be liable for any and all fees, inclusive of reasonable legal fees, that Quartz shall incur to collect any outstanding amounts due from the Member.

5. Access to the Membership App

Member Obligations

- 5.1. Only authorised Members will be able to access the Membership App and they shall at all time ensure that access details to the platform remain confidential and secure.
- 5.2. Members shall not:

- 5.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Membership App (as applicable) in any form or media or by any means; or
 - 5.2.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Membership App; or
 - 5.2.3. access all or any part of the Membership App in order to build a product or service which competes with the Membership App; or
 - 5.2.4. use the Membership App to provide services to third parties; or
 - 5.2.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Membership App available to any third party, or
 - 5.2.6. attempt to obtain, or assist third parties in obtaining, access to the Membership App; or
 - 5.2.7. introduce or permit the introduction of, any virus or thing/device which could adversely impact performance into Quartz's network and information systems.
- 5.3. Members shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Membership App and, in the event of any such unauthorised access or use, promptly notify Quartz.
- 5.4. Quartz reserves the right, without liability or prejudice to its other rights to the Member, to disable the Member's access if there is a risk of breach to the provisions in this clause.
- 5.5. Members acknowledges that the Membership App may enable or assist the Member to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that where you access this information you do so solely at your own risk. Quartz makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Member, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Member and the relevant third party, and not Quartz. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Quartz does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Membership App.

Quartz Obligations

- 5.6. Quartz shall use commercially reasonable endeavours to make the Membership App available 24 hours a day, seven days a week, except for:
- 5.6.1. planned maintenance as notified to the Customer in writing; and
 - 5.6.2. unscheduled maintenance performed outside normal working hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 working hours' notice in advance.
- 5.7. Quartz will, as part of provision of the Membership App, at no additional cost to the Member, provide the Member with customer support services. Details of this support service are set out in the Customer Support Services Policy available on the Membership App. The Supplier may amend the Customer Support Services Policy at its sole and absolute discretion from time to time.
- 5.8. Quartz does not warrant that:
- 5.8.1. the Members use of a Membership App will be uninterrupted or error-free; or
 - 5.8.2. the Membership App will be free from all viruses;
 - 5.8.3. it is responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.
- 5.9. Quartz warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.

6. Additional Services

The following terms apply to Additional Services where they are provided by a third party who is not the Operating Partner for a flight:

- 6.1. Quartz reserves the right to withdraw any Additional Services if (i) such service is provided to you without charge; (ii) the provider is unable or ceases to supply the Additional Services; (iii) upon giving you not less than seven days written notice. Any Additional Services shall be suspended if any of the Services are suspended.
- 6.2. Where any Additional Services are withdrawn Quartz are not liable to you in respect of the failure to provide the relevant Additional Services and: (i) any fees not already paid by you in respect of unperformed Additional Services shall no longer be payable; (ii) any fees paid by you in respect of unperformed Additional Services will be refunded to you; and (iii) there will be no refund of any fees paid for any Additional Services that have been provided.
- 6.3. Termination of any Additional Service shall not affect the supply of the Flight Services and these Terms shall remain in force in relation to such Services.

7. Cancellation Policy

- 7.1. Any Flight Services where the Member has opted for a flightshare seat on an aircraft cannot be cancelled once booked in the Membership App.
- 7.2. For on-demand Flight Services for the whole capacity of the aircraft ("**Whole Aircraft Charter Flight**") the following cancellation provisions shall apply (if not specified otherwise by the Operating Partner):
- 7.2.1. *15% fee of the Flight Invoice amount is applied when cancellation takes place from 72 hours to 24 hours prior to scheduled departure time;*
- 7.2.2. *30% fee of the Flight Invoice amount is applied when cancellation takes place less than 24 hours prior to scheduled departure time or due to no show.*
- 7.3. Quartz reserves the right to treat no-shows as last-minute cancellations, whereby Passenger shall be charged the full cost of the Booked Flight as indicated in the Flight Invoice.
- 7.4. For the purposes of Whole Aircraft Charter Flight, a 'no-show' is defined as Passenger in possession of valid government-issued identification who is not arriving to the Aircraft at least 10 minutes prior to boarding or the violation of any provision included in these Terms that result in the denial of boarding. Quartz [or our Operating Partners], at its sole discretion, may extend the no-show time for an on-demand Whole Aircraft Charter Flight in coordination with Passenger if operational restrictions allow.
- 7.5. Passenger agrees that the circumstances specified in clause 2.8 shall be considered as cancellation of the Booked Flight due to Passenger's no-show, and Passenger shall be charged 100% fee of the Flight Invoice amount.
- 7.6. The Member agrees that Quartz shall have the right to deduct any cancellation fees as provided in this clause 7.
- 7.7. Refunds will be processed in accordance with Crezco's refund policy and may take several business days to reflect in the Member's bank account.
8. **Force Majeure**
Neither Quartz nor our Operating Partners are liable for the delay or failure to provide the aircraft or perform the Flight Service when such delay or failure is caused by Force Majeure. "Force Majeure" means an act of God, strike or lockout or other labor dispute, act of a public enemy, war (declared or undeclared), terrorism, blockade, revolution, civil commotion, fire, any weather-related event affecting safety of flight, flood, earthquake, explosion, governmental restraint, embargo, mechanicals, inability to obtain or delay in obtaining equipment, parts, or transport, inability to obtain or delay in obtaining governmental approvals, permits, licenses, or allocations, and any other cause outside of the complete control of Quartz or the Operating Partner, as applicable, whether or not of the kind specifically listed above. In addition, the Member understands and agrees that when, in the sole discretion of an Operating Partner or the pilots of the aircraft, safety may be compromised, the Operating Partner or the Operating Partner's crew may cancel the Flight Service, refuse to commence the Flight Service or take other necessary action without breaching its duties or obligations to Passengers or without being liable for any loss, injury, damage, or delay.
9. **Transportation of Pets and Service Animals.**
- 9.1. Passengers on Whole Aircraft Charter Flights (if respective Operating Partner accepts such pets on board) shall be solely responsible for the care, custody and control of any pet accompanying the Passenger(s) on any Flight Services, shall adhere to the Operating Partner's Pet Regulations and any instructions provided by the Operating Partner's crew regarding the care, custody and control of such pet. The Member shall be responsible for any damages, injuries or loss caused by such pet during any such Flight Services.
- 9.2. **Cleaning Fees.** Quartz reserves the right to charge and the Member shall undertake to pay cleaning fees for transportation of service animals if such fees are imposed on Quartz by the Operating Partner.
10. **Insurance**
Quartz does not own or operate any aircraft on which the Flight Services are performed and does not carry any aviation insurance. Members and Passengers understand and agree that it is the sole responsibility of the Operating Partner to maintain aviation liability insurance coverage.
11. **Limitation of Liability**
The following limitations of liability shall apply:
- 11.1. Members understands and agrees that Quartz is not liable for any injury, damage, loss, expense, special or consequential damages, or any other irregularity caused by the defect of any aircraft or conveyance, or the negligence of any Operating Partner or other company or person engaged, providing or carrying out the arrangements for Services or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause. In any case, Quartz' liability shall be limited to the amount paid by the Member to Quartz for the Booked Flight.
- 11.2. Members agree to accept the proceeds of the insurance maintained by the Operating Partner as their sole recourse against the Operating Partner for any loss or damage (including, without limitation,

- injury, death or property damage) to any Passenger; provided however, that the foregoing limitation shall not apply in the event of the Operating Partner's proven gross negligence or willful misconduct.
- 11.3. In all cases and under all circumstances, neither the Operating Partner or Quartz shall in any event be liable to Passenger for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind or nature including, without limitation, loss of profits, data, use, value, revenue, business opportunities, loss of reputation, personal injury or property damage and the like, under any circumstances or for any reason, including, without limitation, any delay or failure to furnish any aircraft caused or occasioned by the performance or non-performance of any obligations of the Operating Partner (regardless of the form of action, whether based in contract or tort or any other legal or equitable theory), even if any such party knew or should have known of the possibilities of such damages.
- 11.4. Quartz shall not be liable for any damages, liability or losses arising out of: (i) Passenger's use of or reliance on the Services or Passenger's inability to access or use the services or the Membership App; or (ii) any transaction or relationship between the Member and any third-party providers who provides the Services.
- 11.5. The limitations and disclaimers in this clause 11 do not purpose to limit any liability or alter any rights of the Member, as a consumer, that cannot be excluded under applicable law.
12. **Indemnity**
The Member agrees to indemnify and hold Quartz and its affiliates and their officers, directors, managers, employees, and agents ("Indemnified Party"), harmless from and against any and all claims, loss, damage, demands, losses, liabilities, injury or expense (including legal fees), that the Indemnified Party incurs arising out of or in connection with Passenger's gross negligence, willful misconduct, violation of the rights of any third party (including other passengers) or third party goods or services providers provided, however, that the Member shall not be liable for the indemnification of any losses, costs, damages, injuries, or expenses arising out of the Indemnified Party's gross negligence, willful misconduct, or breach of these Terms.
13. **Identification and Documentation.**
Members and/or Passengers have to comply with any requirements (e.g. immigration, customs, agriculture, etc.) at each destination. Members and/or Passengers have to be in possession of a valid passport plus, where necessary, a visa. Quartz takes absolutely no responsibility in case of non-compliance with any custom's requirements by Members and/or Passengers. Should there be any surcharges, fees, fines or similar due to a non-compliance, the Member will be billed for such costs. Quartz takes absolutely no responsibility with regard to visa requirements of Members and/or Passengers. Should there be any levy due to the lack of required entry documents of Members and/or Passengers or cargo, the Member will be billed for such costs.
14. **Privacy of Passenger Data**
Quartz collects and utilises information specific to Members and/or Passengers ("**Passenger Information**") according to the Privacy Policy that is incorporated in full in the Appendix and accessible on the Membership App.
15. **Member Representations and warranties.**
- 15.1. Members, which for purposes of this clause includes individual or entity with its employees, agents, affiliates, and Passengers (together, for the purposes of this clause, "Passenger") hereby represents, warrants, and agrees (without prejudice to all other Quartz' rights hereunder and the law) that:
- (i) Passenger is not a sanctioned entity or individual, designated party, or otherwise the subject or target of any economic, export, or trade sanction law, or regulation or travel ban, or is or could be designated as a terrorist, a foreign terrorist organization, an organization that assists or provides support to a foreign terrorist organisation, a proliferator of weapons of mass destruction, a narcotics trafficker, or any other similar designation that would prohibit Quartz or Operating Partner from transacting with Passenger under applicable law;
 - (ii) Passenger will promptly notify Quartz in writing should it know, or have reason to know, of any change or potential change in status under this clause;
 - (iii) Passenger shall honor all applicable laws;
 - (iv) funds paid to Quartz by Passenger are not derived from illegal acts;
 - (v) Quartz may be required by law to block, freeze, and/or remit funds, which it will do without liability to Passenger;
 - (vi) Passenger will promptly provide to Quartz accurate information and documentation reasonably requested to assess compliance with this clause, and authorises Quartz to perform screening and/or background checks; and
 - (vii) without prejudice to all of Quartz' other rights under these Terms and at law.
16. **Terms duration, its alteration and termination procedure**

- 16.1. These terms will apply for the duration of the period the Member is registered to use the Membership App.
- 16.2. Quartz shall be entitled to change these Terms at any time. Changes to the Terms shall be effective from the date they are posted on the Membership App.
- 16.3. If the Member does not accept the changes, they can terminate this arrangement immediately. That shall not release the Member from fulfilling any obligations that have arisen before termination.
- 16.4. Quartz shall be entitled to unilaterally terminate these Terms with immediate effect in case of violation by the Member or any Passenger of any obligations, statements and guarantees provided for by the Terms.
- 16.5. In terms of the Parties' unfulfilled obligations, the Terms shall continue to apply until the complete fulfillment of such obligations by the Parties.

17. General

- 17.1. A waiver of any right under the Terms is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.2. If any provision or part-provision of the Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible the relevant provision or part-provision shall be deemed deleted and the validity and enforceability of the other provisions of the Terms shall not be affected.
- 17.3. Unless it expressly states otherwise, the Terms does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms.
- 17.4. Any clause which is expressly stated to or which by implication is intended to survive termination of the Contract shall so survive.

18. Governing Law

- 18.1. These Terms shall be construed under and be governed in all respects by the laws of England and Wales without reference to its principles and rules of conflict of laws.
- 18.2. Any disputes arising between the Parties out of or in connection herewith or the interpretation, breach or enforcement thereof shall be exclusively submitted to the courts in England and Wales.

Appendix - Website Privacy Policy

Quartz Aviation Ltd

Company Number 12832229

1 Park Road, Hampton Wick, Kingston upon Thames, KT1 4AS, United Kingdom

18 December 2023

Website Privacy Policy

1 INTRODUCTION

1.1 Important information and who we are

Welcome to Quartz Aviation Ltd's Privacy and Data Protection Policy ("**Privacy Policy**").

At Quartz Aviation Ltd ("**we**", "**us**", or "**our**") we are committed to protecting and respecting your privacy and Personal Data in compliance with the United Kingdom General Data Protection Regulation ("**GDPR**"), the Data Protection Act 2018 and all other mandatory laws and regulations of the United Kingdom.

This Privacy Policy explains how we collect, process and keep your data safe. The Privacy Policy will tell you about your privacy rights, how the law protects you, and inform our employees and staff members of all their obligations and protocols when processing data.

The individuals from which we may gather and use data can include:

- Customers

and any other people that the organisation has a relationship with or may need to contact.

This Privacy Policy applies to all our employees and staff members and all Personal Data processed at any time by us.

1.2 Who is Your Data Controller

Quartz Aviation Ltd is your Data Controller and responsible for your Personal Data. We are not obliged by the GDPR to appoint a data protection officer and have not voluntarily appointed one at this time. Therefore, any inquiries about your data should either be sent to us on email at admin@quartz.aero or sent in a letter to 1 Park Road, Hampton Wick, Kingston upon Thames, KT1 4AS, United Kingdom.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

1.3 Processing Data on Behalf of a Controller and Processors' responsibility to you

In discharging our responsibilities as a Data Controller we have employees who will deal with your data on our behalf (known as "**Processors**"). Therefore, the responsibilities described below may be assigned to an individual, or may be taken to apply to the organisation as a whole. The Data Controller and our Processors have the following responsibilities:

- Ensure that all processing of Personal Data is governed by one of the legal bases laid out in the GDPR (see 2.2 below for more information on those bases);
- Ensure that Processors authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the processing of Personal Data;
- Obtain the prior specific or general authorisation of the Controller before engaging another Processor;
- Assist the Controller in the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights;
- Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;
- Maintain a record of all categories of processing activities carried out on behalf of a Controller;
- Cooperate, on request, with the supervisory authority in the performance of its tasks;
- Ensure that any person acting under the authority of the Processor who has access to Personal Data does not process Personal Data except on instructions from the Controller; and
- Notify the Controller without undue delay after becoming aware of a Personal Data Breach;

2 LEGAL BASIS FOR DATA COLLECTION

2.1 Types of Data / Privacy Policy Scope

"**Personal Data**" means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of Personal Data about you which we have grouped together below. Not all of the following types of data will necessarily be collected from you but this is the full scope of data that we collect and when we collect it from you:

- **Profile/Identity Data:** This is data relating to your first name, last name, gender, date of birth.
- **Contact Data:** This is data relating to your phone number, addresses, email addresses, phone numbers.
- **Marketing and Communications Data:** This is your preferences in receiving marketing information and other information from us.
- **Billing Data:** This is information relating to your debit and credit card information such as the name attached to your payment details and your billing address.
- **Transactional Data:** This is information of details and records of all payments you have made for our services or products.
- **Passport Information:** this is data relating to passport details

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

2.2 The Legal Basis for Collecting That Data

There are a number of justifiable reasons under the GDPR that allow collection and processing of Personal Data. The main avenues we rely on are:

- **“Consent”:** Certain situations allow us to collect your Personal Data, such as when you tick a box that confirms you are happy to receive email newsletters from us, or ‘opt in’ to a service.
- **“Contractual Obligations”:** We may require certain information from you in order to fulfil our contractual obligations and provide you with the promised service.
- **“Legal Compliance”:** We’re required by law to collect and process certain types of data, such as fraudulent activity or other illegal actions.
- **“Legitimate Interest”:** We might need to collect certain information from you to be able to meet our legitimate interests - this covers aspects that can be reasonably expected as part of running our business, that will not have a material impact on your rights, freedom or interests. Examples could be your address, so that we know where to deliver something to, or your name, so that we have a record of who to contact moving forwards.

3 HOW WE USE YOUR PERSONAL DATA

3.1 Our Uses

We will only use your Personal Data when the law allows us to. Set out below is a table containing the different types of Personal Data we collect and the lawful basis for processing that data. Please refer to section 2.2 for more information on the lawful basis listed in the table below.

Examples provided in the table below are indicative in nature and the purposes for which we use your data may be broader than described but we will never process your data without a legal basis for doing so and it is for a related purpose. For further inquiries please contact us.

Activity	Type of data	Legal Justification	Lawful basis for processing data
User signing up to the platform and creating an account	Contact Data	Consent Contractual Obligations	(a) Consent You will need to include Personal Data when filling in the Company profile on the platform so the content you create is linked to your profile (b) Contractual Obligation In order to use our Platform you need to contract with us under our Terms of Service and so this data is necessary to form the contract between us
Once a customer has signed up to the platform, they must input their and applicable passenger passport details.	Profile /Identity Data	Necessity	Passengers name, surname, date of birth, document details (type, serial number, date of issue, expiration date, issuing country), flight details (flight date, flight time) These are required by the operator to conduct the flight itinerary by the UK CAA. Without this data, the service can not be provided.
To use data analytics to improve our website, products /services, marketing, customer relationships and experiences	Usage Data	Legitimate Interest	(a) Legitimate interest To define types of customers for our products and services, to keep our Site and Platform updated and relevant, to develop our business and to inform users about marketing strategy
User makes a purchase on the website/app	Transactional Data	Consent Contractual Obligations Legitimate Interest	(a) Consent You will need to include Personal Data when filling in the Company profile on the Platform so the content you create is linked to your profile We will retain the name that is stated on the credit/debit card you enter into our Crezco API but all other card details are stored by them and not retained by us (b) Contractual Obligation In order to

Activity	Type of data	Legal Justification	Lawful basis for processing data
			<p>use our Platform you need to contract with us under our Terms of Service and so this is necessary to form the contract between us We need to retain your Transactional Data so that we can comply with our legal obligation to send you an invoice following a purchase (c) Legitimate Interest We need to know who you are so that we know who to deliver the service to once it has been purchased. It also enables us to provide support to the right individual in case there is an issue with the purchased product</p>

3.2 Marketing and Content Updates

You will receive marketing and new content communications from us unless you specifically request that you would not like to receive these communications. From time to time we may make suggestions and recommendations to you about goods or services that may be of interest to you.

3.3 Change of Purpose

We will only use your Personal Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your Personal Data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your Personal Data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

4 YOUR RIGHTS AND HOW YOU ARE PROTECTED BY US

4.1 What Control Do I Have Over Quartz Aviation Ltd's Use Of My Personal Data?

You may delete your account at any time – this will remove your account page from our systems and our related software.

We guarantee this will delete all stored data.

You can access information associated with your account by logging into your account you created with us.

Your account information will be protected by a password for your privacy and security. You need to prevent unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting access to your computer or device and by signing off after you have finished accessing your account.

California Privacy Rights: Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of personal customer information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. If you are a California resident and would like a copy of this notice, please submit a written request to admin@quartz.aero.

4.2 How Does Quartz Aviation Ltd Protect Customers' Personal Data?

We are concerned with keeping your data secure and protecting it from inappropriate disclosure. Any Personal Data collected by us is only accessible by a limited number of employees who have special access rights to such systems and are bound by obligations of confidentiality. If and when we use subcontractors to store your data, we will not relinquish control of your Personal Data or expose it to security risks that would not have arisen had the data remained in our possession. However, unfortunately no transmission of data over the internet is guaranteed to be completely secure. It may be possible for third parties not under the control of Quartz Aviation Ltd to intercept or access transmissions or private communications unlawfully. While we strive to protect your Personal Data, we cannot ensure or warrant the security of any Personal Data you transmit to us. Any such transmission is done at your own risk. If you believe that your interaction with us is no longer secure, please contact us.

4.3 Opting Out Of Marketing Promotions

You can ask us to stop sending you marketing messages at any time by writing to admin@quartz.aero.

Where you opt out of receiving these marketing messages, we will continue to retain other Personal Data provided to us as a result of interactions with us not related to your marketing preferences.

4.4 How to Request your Data and the Process for Obtaining it

You will not have to pay a fee to access your Personal Data (or to exercise any of the other rights). However, if your request is clearly unfounded, we could refuse to comply with your request.

We may need to request specific information from you to help us confirm your identity and ensure you have the right to access your Personal Data (or to exercise any of your other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

5 YOUR DATA AND THIRD PARTIES

5.1 Will We Share Your Data With Third Parties?

We may share non-Personal Data with third parties. We may share your Personal Data with subcontractors or affiliates (subject to confidentiality obligations to use it only for the purposes for which we disclose it to them and pursuant to our instructions).

We may also share Personal Data with interested parties in the event that Quartz Aviation Ltd anticipates a change in control or the acquisition of all or part of our business or assets or with interested parties in connection with the licensing of our technology.

If Quartz Aviation Ltd is sold or makes a sale or transfer, we may, in our sole discretion, transfer, sell or assign your Personal Data to a third party as part of or in connection with that transaction. Upon such transfer, the Privacy Policy of the acquiring entity may govern the further use of your Personal Data. In all other situations your data will still remain protected in accordance with this Privacy Policy (as amended from time to time).

We may share your Personal Data at any time if required for legal reasons or in order to enforce our terms or this Privacy Policy.

6 HOW LONG WILL WE RETAIN YOUR DATA FOR?

We will only retain your Personal Data for as long as reasonably necessary to fulfil the purposes we collected it for. We may retain your Personal Data for a longer period than usual in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

7 AGE LIMIT FOR OUR USERS

You must not use Quartz Aviation Ltd unless you are aged 18 or older. If you are under 18 and you access Quartz Aviation Ltd by lying about your age, you must immediately stop using Quartz Aviation Ltd.

This website is not intended for children and we do not knowingly collect data relating to children.

8 INTERNATIONAL TRANSFER OF DATA

Your information may be stored and processed in the US or other countries or jurisdictions outside the US where Quartz Aviation Ltd has facilities. We are currently storing data in the EU and so, by using Quartz Aviation Ltd, you are permitting and consenting to the transfer of information, including Personal Data, outside of the US.

9 NOTIFICATION OF CHANGES AND ACCEPTANCE OF POLICY

We keep our Privacy Policy under review and will place any updates on this webpage. This version is dated 18 December 2023. By using Quartz Aviation Ltd, you consent to the collection and use of data by us as set out in this Privacy Policy. Continued access or use of Quartz Aviation Ltd will constitute your express acceptance of any modifications to this Privacy Policy.

10 INTERPRETATION

All uses of the word "including" mean "including but not limited to" and the enumerated examples are not intended to in any way limit the term which they serve to illustrate. Any email addresses set out in this policy may be used solely for the purpose for which they are stated to be provided, and any unrelated correspondence will be ignored. Unless otherwise required by law, we reserve the right to not respond to emails, even if they relate to a legitimate subject matter for which we have provided an email address. As a matter of common sense, you are more likely to get a reply if your request or question is polite, reasonable and there is no relatively obvious other way to deal with or answer your concern or question (e.g. FAQs, other areas of our website etc.).

Our staff are not authorised to contract on behalf of Quartz Aviation Ltd, waive rights or make representations (whether contractual or otherwise). If anything contained in an email from a Quartz Aviation Ltd address contradicts anything in this policy, our terms or any official public announcement on our website, or is inconsistent with or amounts to a waiver of any Quartz Aviation Ltd rights, the email content will be read down to grant precedence to the latter. The only exception to this is genuine correspondence expressed to be from the Quartz Aviation Ltd legal department.



These General Terms and Conditions govern the agreement between Oriens Flight Operations Limited and the Client and should be read in conjunction with the Flight Confirmation issued to and signed by the Client which also forms part of the overall agreement between the Parties.

By signing the Flight Confirmation, the Client confirms that it has read, and agrees to be bound by, these General Terms and Conditions and the Flight Confirmation.

1.0 Definitions and interpretation

1.1 In the Agreement, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

"Agreement" means these Charter Flight Operations General Terms and Conditions along with the Flight Confirmation and any appendices or attachments thereto;

"Aircraft" means any aircraft for the time being operated in connection with any Flight;

"AOC" means that air operator's certificate issued by the CAA to Oriens Flight Operations Limited; "Base Date" means the date of issue of the Flight Confirmation;

"CAA" means the United Kingdom Civil Aviation Authority;

"Charter Price" means the amount set out in the Flight Confirmation;

"Oriens Flight Operations Limited" means Oriens Flight Operations Limited of Building 526, Churchill Way, Biggin Hill Airport, Biggin Hill, Kent, TN16 3BN, United Kingdom;

"Client" means person, firm or company acquiring services from Oriens Flight Operations Limited as shown on the Flight Confirmation;

"Flight" means a flight described in the Flight Confirmation;

"Flight Confirmation" means the Flight Confirmation to this Agreement;

"Force Majeure" means any cause or reason whatsoever beyond the reasonable control of Oriens Flight Operations Limited including labour disputes, strikes or lock-outs, accidents to or failure of the Aircraft, its engines, or any other part thereof or any machinery or apparatus used in connection therewith, compliance with any civil or military authority, unserviceability, act of God, global pandemic or similar, war, riot, insurrection or other civil disturbance, fire, flood, adverse weather conditions, explosion, natural disaster, embargos or trade restrictions, transportation difficulties, the action or inaction of any government or other competent authority or the refusal of any licence, certificate or permission;

"Parties" means Oriens Flight Operations Limited and the Client;

"Services" means the provision of charter air carriage by Oriens Flight Operations Limited in accordance with the Flight Confirmation and these General Terms and Conditions, together with any other services agreed to be provided by Oriens Flight Operations Limited to the Client in relation to the Flight, as applicable;

"Taxes" mean VAT, sales taxes, stamp duties, levies, import or export charges or similar charges, or any other local taxes howsoever described;

1.2 Words in the singular include the plural and vice versa and words implying any gender include every gender.

1.3 Clause headings are for ease of reference only.

1.4 In the Agreement any reference to:

1.4.1 the Agreement or any other agreement or instrument is a reference to the Agreement or that other agreement or instrument as amended, assigned or novated;

1.4.2 a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

1.4.3 the "Client" shall, where the context permits, include such person's successors and permitted assigns and any persons deriving title under such person;

1.4.4 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

1.4.5 "includes" and "including" means includes and including without limitation;

1.4.6 a provision of law is a reference to that provision as amended or re-enacted; and

1.4.7 a clause is a reference to a clause of or schedule to the Agreement.

2.0 Charter Price and Payment Terms

- 2.1** The Client shall pay to Oriens Flight Operations Limited the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the provisions set out therefore in the Flight Confirmation and any related invoice(s), together with any additional amounts as shall be specified in such invoice(s) where applicable, as follows:
- 2.1.1 Taxes incurred in connection with the provision and receipt of the Services and any increases in such Taxes; and
- 2.1.2 Any variation from the Services as specified in the Flight Confirmation where requested by either Party and agreed to by the other Party, or where it becomes operationally necessary for any reason, at the sole discretion of Oriens Flight Operations Limited (acting professionally and reasonably).
- 2.2** The Charter Price is based on aviation fuel costs calculated on the Base Date. If for any reason whatsoever there shall be any increase in the cost of aviation fuel between the Base Date and the date of operation of any Flight, then the Client shall, if so required by Oriens Flight Operations Limited, pay to Oriens Flight Operations Limited on demand such amount as shall fully compensate Oriens Flight Operations Limited for such increase.
- 2.3** Client acknowledges that the Charter Price, subject to Clause 2.2 above, includes direct operating costs of the Aircraft incurred in the ordinary course of business but does not include (except where specifically included in the Flight Confirmation) internet and phone calls from the Aircraft, change of destination, ground transportation, additional insurance premiums to overfly or land in certain zones, costs of de-icing, and additional costs of specific catering.
- 2.4** Unless otherwise agreed by Oriens Flight Operations Limited in writing, Oriens Flight Operations Limited requires receipt of cleared funds from the Client in advance of the scheduled date of departure of the Flight and reserves the right to delay any departure due to the non-payment of funds in full.
- 2.5** Should a confirmed Flight be cancelled by the Client then a cancellation fee will be levied in accordance with Clause 2.6 below and this will become the Charter Price. For the avoidance of doubt, failure to make payment prior to the scheduled date of departure for the Flight will be deemed to constitute cancellation of the Flight with relevant charges payable.
- 2.6** The following Cancellation Terms apply to the Flight:
- a) 15% - If cancelled by the Client between 72 and 24 hours prior to the scheduled time of departure of the Flight; and
 - b) 30% - If cancelled by the Client within 24 hours (including no show / no notice) of the scheduled time of departure of the Flight.
- 2.7** Time of payment of all amounts due from the Client under this Agreement shall be of the essence of this Agreement.
- 2.8** No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Client to withhold payment of any sums whatsoever payable under or by reason of this Agreement. In the event that the Client is required to withhold any part of any payment payable by it to Oriens Flight Operations Limited hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, Oriens Flight Operations Limited shall receive from the Client the full amount of such payment.
- 2.9** Interest on any unpaid sum from the due date for payment will be payable at the annual rate of 4% above the Bank of England base lending rate from time to time, accruing on a daily basis and being compounded quarterly until payment is made, along with the reasonable costs (including legal costs) for the collection of any past due charges and expenses.

3.0 Obligations of Oriens Flight Operations Limited

- 3.1** Oriens Flight Operations Limited shall be responsible for providing the Aircraft at the commencement of each Flight properly manned and equipped, fuelled and airworthy, and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s) and in accordance with the AOC.
- 3.2** The times set out in the Flight Confirmation are approximate and not guaranteed and Oriens Flight Operations Limited is entitled to deviate from the Flight Confirmation and/or the duration of the Flight and/or to reduce the maximum payload. The commander of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft, and the Client and all passengers shall accept all such decisions as final and binding. All ground and operating personnel including cabin staff shall only take instructions from Oriens Flight Operations Limited.
- 3.3** In the event that any Flight is delayed through the fault of the Client or any passenger, the Client shall pay reasonable demurrage charges to Oriens Flight Operations Limited.

- 3.4** Oriens Flight Operations Limited may in any event without any liability to the Client or to any passenger, refuse to carry or remove en route, if appropriate, any passenger or his baggage where, in the exercise of its reasonable discretion, Oriens Flight Operations Limited decides that:
- 3.4.1 Such action is necessary for reasons of safety; or
 - 3.4.2 Such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; or
 - 3.4.3 The passenger has failed to submit to or pass any required security check; or the passenger's baggage has not been cleared by all appropriate baggage screening checks; or
 - 3.4.4 The passenger does not appear to be properly documented; or
 - 3.4.5 The conduct, status, age or mental or physical condition of the passenger is such as to:
 - 3.4.5.1 Require special assistance of Oriens Flight Operations Limited; or
 - 3.4.5.2 Cause discomfort or make themselves objectionable to other passengers, or
 - 3.4.5.3 Involve any hazard or risk to themselves or other persons or to property; or
 Such action is necessary because the passenger has failed to observe the instructions of Oriens Flight Operations Limited; or
- 3.5** In the event that it is necessary in the flight crew's reasonable opinion for the Aircraft to be diverted in flight for the purpose of removing any passenger in accordance with the provisions of Clause 3.4 above (whether by reason of the passenger's conduct or physical or mental condition or for any other reason), the Client shall indemnify Oriens Flight Operations Limited against any losses, costs, expenses, claims or liabilities which Oriens Flight Operations Limited may incur as a consequence.

4.0 Travel Documentation and Baggage

- 4.1** The Client is responsible for ensuring its passengers have the correct travel documentation that comply with all requirements, regulations and laws (including any applicable visa, health, customs or other statutory formalities) for all countries to be flown into or departed from.
- 4.2** The Client must ensure timely provision of all travel documentation requested to be provided to Oriens Flight Operations Limited.
- 4.3** The Client must ensure that its passengers' baggage for the Flight (in terms of weight, size, etc) complies with instructions provided in advance by Oriens Flight Operations Limited with respect to that Flight. This does not infringe the commander's right to set a lower weight or size limit per passenger and/or offload overweight or oversized baggage for considerations of safety for the Flight.

5.0 Smoking

- 5.1** Smoking is not permitted on board any Aircraft operated by Oriens Flight Operations Limited.

6.0 Flight Times and Embarkation

- 6.1** The Client shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Client fails to arrive in sufficient time to be carried on the Flight, Oriens Flight Operations Limited shall be under no liability whatsoever to the Client nor to such passenger. Oriens Flight Operations Limited shall be under no obligation hereunder to make any alternative arrangements for any such passenger.
- 6.2** In the event of any delay, deviation or diversion of any flight, the Client shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Client's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by Oriens Flight Operations Limited shall be reimbursed by the Client to Oriens Flight Operations Limited on demand.
- 6.3** In the event that any passenger is refused entry at any destination airport, the Client shall indemnify and keep indemnified Oriens Flight Operations Limited, its officers, employees, servants and agents against any and all cost or expense whatsoever incurred by Oriens Flight Operations Limited in respect thereof (including but not limited to Taxes, charges, fees, penalties, imposts or other expenses levied upon Oriens Flight Operations Limited by any immigration authority) or of any arrangements made by Oriens Flight Operations Limited to return such passengers to the country from which such passenger was originally carried.

7.0 Obligations of the Client

- 7.1** The Client shall hold harmless and indemnify Oriens Flight Operations Limited from and against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Client or any passenger of the Client in complying with any of the provisions of this Agreement.
- 7.2** The Client shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights whether by the CAA or otherwise and will procure such compliance on the part of all its passengers.
- 7.3** The Client shall comply and shall procure that all its passengers shall comply with all applicable

customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or maybe flown.

7.4

The indemnities contained in this Clause 7 shall survive the termination of this Agreement.

8.0 Prohibited Items and Dangerous Goods

- 8.1** The Client's passengers must not carry or include in their baggage the following prohibited items:
- 8.1.1 Items which are prohibited by applicable national or international law, regulation or order from being carried on the Aircraft or any other type of aircraft;
 - 8.1.2 Firearms and weapons of any type, including but not limited to replicas or toys, knives, blades, or sharp items of any kind;
 - 8.1.3 Items which are likely to endanger the Aircraft or persons or property on board the Aircraft, or items that may become or are dangerous, such as those specified in the International Civil Aviation Organisation Technical Instructions for the Safe Transport of Dangerous Goods by Air, or the International Air Transport Association Dangerous Goods Regulations, including the following items:
 - 8.1.3.1 Wheelchairs with spillable unsealed batteries (wet cell);
 - 8.1.3.2 Compressed gasses – deeply refrigerated, flammable, non-flammable and poisonous such as butane, oxygen, liquid nitrogen, aqualung cylinders, camping cylinders and tear gas;
 - 8.1.3.3 Corrosives such as acids, alkalis, mercury and wet cell batteries;
 - 8.1.3.4 Explosives, munitions, fireworks, flares, toy gun caps and ammunition
 - 8.1.3.5 Flammable liquids and solids such as lighter fuel, matches, paint thinners, fire-lighters, petrol and articles which are easily ignitable; substances likely to spontaneously combust; substances which on contact with water emit flammable gases;
 - 8.1.3.6 Radioactive materials;
 - 8.1.3.7 Briefcases and attaché cases with installed alarm devices including pyrotechnic material or devices using lithium batteries;
 - 8.1.3.8 Oxidizing materials such as bleaching powder and peroxides;
 - 8.1.3.9 Poisons and infectious substances such as insecticides, weed-killers and live virus materials; and
 - 8.1.3.10 Disabling devices such as mace, pepper spray or containing an irritant or incapacitating substance.
- 8.2** The Client must seek Oriens Flight Operations Limited' prior written approval if any passengers wish Oriens Flight Operations Limited to carry any sporting weapons and/or ammunition on board any Flight.

9.0 Exclusion of Liability/Indemnity

- 9.1** All warranties, conditions and other terms implied by statute and common law are, to the fullest extent permitted by law, excluded from the Services provided by Oriens Flight Operations Limited to the Client.
- 9.2** Oriens Flight Operations Limited shall be under no liability to the Client or to any passenger for any failure by it to perform its obligations under this Agreement arising from Force Majeure.
- 9.3** Oriens Flight Operations Limited shall not be liable to the Client for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, any form of economic loss, costs, damages, charges or expenses or any other consequential losses.
- 9.4** Oriens Flight Operations Limited's total liability in contract, tort (including negligence other than negligence that results in death or personal injury), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to the price paid under this Agreement.
- 9.5** The Client shall indemnify Oriens Flight Operations Limited against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by Oriens Flight Operations Limited and its officers, employees agents or subcontractors arising out of any act or omission of the Client or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise.
- 9.6** Any exclusion or limitation of liability of Oriens Flight Operations Limited shall apply to and be for the benefit of any agents, servants and representatives of Oriens Flight Operations Limited and any person whose Aircraft is used by Oriens Flight Operations Limited in connection with any Flight and such person's agents, servants or representatives.
- 9.7** Oriens Flight Operations Limited shall not be deemed to undertake any carriage to which this Agreement relates as a common carrier.
- 9.8** The carriage of the passengers on international flights shall be governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention") and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) hereunder.

10.0 Termination

- 10.1** This Agreement may be terminated immediately upon notice from Oriens Flight Operations Limited to the Client upon the occurrence of any of the events specified below:
- 10.1.1 The Client defaults in the payment of any amount payable under this Agreement on the due date; or
 - 10.1.2 The Client is in breach of any of its non-payment obligations hereunder which, if such breach is capable of remedy, has not been remedied within 14 days of receipt of written notice from Oriens Flight Operations Limited requiring remedy of such breach; or
 - 10.1.3 The Client admits in writing its inability to pay or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 10.1.4 An administration order is made in relation to the Client; or
 - 10.1.5 Proceedings are started or any steps are taken for the winding-up or dissolution of the Client or for the appointment of a receiver, administrative receiver, trustee, supervisor or similar officer of the Client or any or all of its revenues and assets; or
 - 10.1.6 An encumbrancer takes possession of any of the Client's revenues or assets, or any security created by the Client becomes enforceable and the mortgagee or chargee takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Client); or
 - 10.1.7 The Client convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make any arrangement or composition for the benefit of its creditors; or
 - 10.1.8 A distress or other execution is levied or enforced upon or against any part of the Client's property; or
 - 10.1.9 The Client suspends or ceases or threatens to suspend or cease to carry on its business or (except in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series); or
 - 10.1.10 All or any substantial part of its assets are seized or appropriated by or on behalf of any governmental or other authority or are compulsory acquired; or
 - 10.1.11 If anything analogous to the events referred to in Clauses 10.1.3 to 10.1.10 above occurs in any jurisdiction in which the Client conducts its business.

11.0 Effect of Default

- 11.1** If this Agreement is terminated under Clause 10, then the Client shall (without prejudice to any other rights and remedies which Oriens Flight Operations Limited may have) pay forthwith to Oriens Flight Operations Limited all amounts then due and unpaid to Oriens Flight Operations Limited pursuant to this Agreement, together with interest thereon (if any) at the rate specified in this Agreement and the Client shall indemnify and keep Oriens Flight Operations Limited indemnified against all loss, damage, costs, expenses, claims or liabilities incurred or sustained by Oriens Flight Operations Limited as a result of such termination, and Oriens Flight Operations Limited shall be entitled to retain any initial deposit paid by the Client pursuant to any provisions therefore set out in the Flight Confirmation.
- 11.2** The Client shall indemnify Oriens Flight Operations Limited against any claims by any passenger of the Client arising out of the termination of the Agreement.

12.0 Set-Off and Application of Moneys

- 12.1** Oriens Flight Operations Limited may at any time without notice to the Client at its discretion set-off any amounts paid by the Client to Oriens Flight Operations Limited hereunder against any amounts then due to Oriens Flight Operations Limited under this Agreement or against any amount due at such time from the Client to Oriens Flight Operations Limited.

13.0 General

- 13.1** Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if sent by registered first class post to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by email message upon the day such email message is sent.
- 13.2** This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the Aircraft as described herein and supersedes any prior representations, agreements, conditions, statements, negotiations and undertakings whether made orally or in writing in relation thereto.
- 13.3** No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.
- 13.5** No claims shall be made against Oriens Flight Operations Limited in respect of any representation, warranty, indemnity or otherwise arising out of or in connection with the charter of the Aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.
- 13.6** No variation of this Agreement shall be effective unless made in writing and signed by both Parties.

- 13.7 The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without prior written approval other than to their respective professional advisers or as such disclosure may be mandated by law.
- 13.8 No failure by Oriens Flight Operations Limited to exercise and no delay by Oriens Flight Operations Limited in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
- 13.9 The Client shall not be entitled to assign any of its rights under this Agreement.

14.0 Applicable Law and Jurisdiction

- 14.1 This Agreement and all non-contractual matters arising out of, associated with or connected with it shall be governed by and interpreted in accordance with English law and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts to settle any claim or dispute that arises out of or in connection with this Agreement or its subject matter.