

All Operations Performed by FAA Air Carriers

All flights are operated by U.S. 14 CFR Part 135 air carriers ("operators"), which are disclosed to our customers prior to booking travel. Operators providing service for Air Taxi Service and Support LLC d/b/a Linear Air (ATSS) bookings must meet standards set forth by the U.S. Federal Aviation Administration (FAA) and by ATSS. ATSS does not manage or operate aircraft on behalf of our customers, and is not itself an operator, and is a subsidiary of AirDialog LLC, a Direct Air Carrier operating under FAA certificate number L41A034L.

Should any terms hereunder conflict with the applicable terms of an operator's terms and conditions, such terms will be superseded by the operator's terms, without affecting the applicability of all other terms and conditions hereunder.

Baggage & Claims

GENERAL

Baggage will be accepted for transportation from traveling customers only. ATSS will not accept baggage whose size, weight or character makes it unsuitable for transportation on the aircraft as determined by ATSS or an operator. All baggage is subject to inspection. Government safety and security regulations apply to carriage of baggage on trips booked via ATSS.

BAG ALLOWANCE

For each traveling customer, ATSS will allow baggage with a maximum total weight of 50 lbs per passenger. Bicycles, golf clubs and ski equipment are allowed, subject to operator-specific constraints. Carry-on may not be allowed given the interior stowage constraints of the aircraft. Excess baggage will be carried on a space available basis. Baggage compartment constraints of the aircraft may restrict the size of the bags that may be accepted for travel, regardless of weight.

LIMITS OF LIABILITY FOR BAGGAGE INCLUDING FRAGILE OR PERISHABLE GOODS

Claims must be made via ATSS to the operator responsible for your flight. Liability for loss, delay or damage to baggage is limited to \$500 per passenger. ATSS and

operators assume no responsibility for loss, damage or delayed delivery of baggage not acceptable for transport.

ATSS and operators assume no liability for fragile, valuable or perishable articles. Neither ATSS nor operators are liable for optics, keys, jewelry, money, silverware, negotiable papers, securities, books, documents, irreplaceable antiques, heirlooms, collectibles, artifacts, works of art, prescription medication, samples, photographs, electronic equipment, sound reproduction equipment, computer equipment, cellular phones, fragile articles or other similar valuable items and commercial effects included in baggage with or without the knowledge of ATSS and/or the operator. If any such items are lost, damaged, pilfered, or delayed, you will not be entitled to any reimbursement under this standard baggage liability limit.

Neither ATSS nor operators are liable for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear.

CLAIMS RESTRICTIONS, INCLUDING TIME REQUIREMENTS FOR REPORTING OR FILING CLAIMS

Lost, delayed or damaged baggage must be reported to a ATSS customer service agent within four (4) hours of the arrival of the flight on which the loss, damage or delay is alleged to have occurred. All claims for any loss, damage or delay of checked baggage must be received by ATSS in writing within thirty (30) days of the incident which allegedly precipitated the loss, damage or delay. Any legal action must commence within one year of the incident. Otherwise, such claims will be considered waived.

ATSS assumes responsibility only for those claims arising from transportation of baggage arranged by ATSS. All claims are subject to proof of loss.

No action shall be maintained for any loss, damage, delay or pilferage of baggage, unless appropriate notice is given in accordance with this section. If notice is not given in accordance with this section or legal action is not commenced within one year from the date of the incident, any such claims will be considered waived.

RESTRICTED ARTICLES

Federal law forbids the carriage of hazardous materials aboard aircraft in your baggage or on your person. A violation can result in five imprisonment and penalties of \$250,000 or more. (See [49 USC 5124](#).) Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples include: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radiopharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information, [contact ATSS](#).

Federal law provides that no person shall carry a deadly or dangerous weapon, either concealed or unconcealed, aboard any ATSS booked aircraft except: (1) employees or officials of a municipality or State, or the United States, who are authorized to carry firearms (e.g. FBI, Secret Service, LEO prisoner escort, Federal Air Marshall) or (2) crew members and other persons authorized by the operator to carry firearms. Appropriate documentation and identification will be required of any passenger traveling under this provision. Firearms that are unloaded, dismantled and encased in a hard-sided suitable locked container may be carried as checked baggage, subject to operator-specific procedures. Ammunition must be securely packaged in a container made of durable fiber, wood or metal, or in the manufacturer's original package to a maximum not exceeding eleven (11) pounds. The passenger will be required to complete the applicable declaration forms.

LIVE ANIMALS

Live pets are accepted for transport subject to the conditions noted herein. Pets must be accompanied by a traveling passenger, as pets will not be accepted as unaccompanied freight. Reservations must be made for pets when booking with ATSS. Only one pet per aircraft is permitted on shared charter flights. See also Service Animals under section entitled "Acceptance of Customers".

On most ATSS arranged flights, passenger must provide a kennel suitable for transport of the pet. Kennels for large pets may not fit in the aircraft and the customer should contact ATSS directly for information regarding size constraints.

If kennels are not required, dogs may travel as follows, subject to operator-specific requirements: Dogs not exceeding 35 pounds in weight may be carried on the passenger's lap; Dogs exceeding 35 pounds in weight must be properly restrained with

a leash, harness or similar device; Specific seating arrangements apply to accommodate non-kenned live animals in the aircraft cabin.

The animal must be harmless, odorless, inoffensive and suitable for cabin air transport as determined by ATSS and/or the operator. A passenger assumes full responsibility for the safety, well being and conduct of his or her pet while on-board the aircraft, and for compliance with all governmental requirements or restrictions of the country, state, or territory from and/or to which the animal is being transported. Upon arrival, health certificates may be required by local authorities, depending upon the route over which the pet is traveling. Additional fees may be assessed at the operator's discretion if the pet's carriage reasonably results in the necessity of extraordinary post-flight cleaning. ATSS assumes no responsibility for the impaired health or death of the animal.

Acceptance of Customers

REFUSAL TO TRANSPORT

ATSS may refuse to book transport for, refuse to authorize the commencement of an already-booked trip for, or may request that an operator remove at any point, any passengers: when necessary to comply with government regulations; when necessary for the safety and/or comfort of themselves or other passengers; or when the customer's conduct is disorderly, abusive, or violent towards other customers or ATSS or operator employees.

DISABLED INDIVIDUALS

ATSS will not refuse to book transportation for a disabled individual, who may be transported in accordance with the operator's General Operations Manual in compliance with the Federal Aviation Administration (FAA), on the basis of his or her disability. ATSS defines disabled individual as any passenger needing special assistance and/or consideration because of physical or mental limitations such as blindness, deafness, mental handicap (not so severe as to endanger the safe operation of the flight), advanced age, senility, heart conditions, etc. Passengers who, because of age, mental or physical condition, disability or impairment, require individual attention (on enplaning, deplaning, during flight and/or during emergency evacuation, or during ground handling at an airport) will be afforded a reasonable amount of assistance.

ATSS may refuse to book transportation for any customer on the basis of safety, and may refuse to book transportation to any customer whose carriage would violate Federal regulations or the General Operations Manual of the operator for that trip. In exercising this authority, ATSS personnel will not discriminate against any disabled individual solely on the basis of the disability.

If more than one disabled individual is traveling on the same flight, ATSS will, in its sole discretion and in cooperation with the operator for that flight, determine whether all may travel on the same flight, as per the General Operations Manual of the operator for that trip and in the interest of safety. Special seating requirements may apply.

Fully collapsible wheelchairs will be carried free of charge. Electric wheelchairs are carried free of charge, one per aircraft, when consistent with space and weight constraints. Wet cell batteries must be disconnected, terminals insulated, and stored in strong, rigid packaging. Box must be clearly marked as enclosing such item with arrows indicating "up" position. Regulation battery boxes are highly recommended.

UNACCOMPANIED MINORS

Unaccompanied minors are minors at least five (5) years of age and under the age of eighteen (18) who are traveling alone. Unaccompanied minors will be accepted for transportation as follows:

- Minors under the age of five (5) are not accepted for travel unaccompanied.
- Parents or guardians may request a child of any age be escorted as if he or she were an unaccompanied minor.
- Escort service fees may apply.
- The unaccompanied minor must be brought to the airport by a parent or other responsible adult who must furnish ATSS with name, address and phone number of the parent or other responsible adult who will meet the unaccompanied minor upon deplaning at the minor's destination.
- The responsible adult, who was previously named and furnished to ATSS, must show proper identification in order for the unaccompanied minor to be released into his or her custody at the final destination.
- ATSS reserves the right to refuse to authorize the commencement of transportation if it believes there is a significant chance that the flight on which the unaccompanied minor holds a reservation may terminate at an airport other than the minor's destination or if the unaccompanied minor may miss a connection due to a delay of any nature.
- Unaccompanied minors will be in the presence of a representative of the operator ATSS has contracted with for the trip at all times. In the event of flight

cancellation, diversion, substantial delay or other irregularity, ATSS and/or the operator will attempt to contact the responsible adults identified on the request for carriage form, and priority accommodations will be provided for the minor.

- ATSS assumes no responsibilities for unaccompanied minors beyond those applicable to an adult customer.

SERVICE ANIMALS

ATSS will permit dogs and other service animals used by qualified disabled individuals, to accompany the person on a flight free of charge. Kennels are not required, although the animal must be properly restrained in a harness or similar device. Specific seating arrangements apply to accommodate unkenneled live animals in the aircraft cabin. A passenger assumes full responsibility for the safety, well-being and conduct of his or her service animal while on-board the aircraft, and for compliance with all governmental requirements or restrictions of the country, state, or territory from and/or to which the animal is being transported. Additional fees may be assessed at the operator's discretion if the service animal's carriage reasonably results in the necessity of extraordinary post-flight cleaning.

Reservations

PASSENGER MANIFEST

No person will be entitled to transportation except upon presentation of a valid ID (see the Required Documents section for more details) with name matching the passenger reservation manifest for each flight. Any passenger-initiated changes to such transportation may result in a change in price, assessment of monetary penalties, or loss of transportation value.

Reservations are non-transferable. ATSS is not liable to the owner of a reservation for honoring such a reservation when presented by another person.

FEES AND TAXES

Federal excise tax of 7.5% and segment tax of \$4.10 per passenger for each occupied flight segment is added to the total price to flights booked on larger aircraft and all turbojet aircraft and for Shared Charter service, as applicable, from time to time based on Federal law and Internal Revenue Service Regulations.

PAYMENT

All travel must be pre-paid.

CHARTER FLIGHTS: CANCELLATION OR CHANGES BY CUSTOMER

Customer acknowledges that ATSS and its operator partner(s) incur both monetary and opportunity costs when customer books a trip. Customers who cancel a charter more than forty-eight hours prior to the scheduled departure time may choose to receive a full refund less a 5% fee to cover processing costs, or to retain all of the price of the trip as funds on account with ATSS for future travel. Cancellations made between forty-eight and twenty-four hours prior to the scheduled departure time will incur a charge equal to one-half of the trip price, with the remaining funds kept on account with ATSS or refunded at the customer's option. Cancellations within twenty-four hours of the scheduled departure time will incur a charge of the full trip price. ATSS will attempt to accommodate changes in departure date or time, passengers, departure or arrival airport, or aircraft type requested by customers. If ATSS is unable to accommodate customer requested changes, customer may cancel in accordance with the terms herein. ATSS may, in its sole discretion, issue a full or partial refund in consideration of extenuating circumstances, such as in the case of the death of a family member. Credits on account expire after 12 months.

Customers have the flexibility of scheduling their flights for any time they choose, and thus are expected to be on time. If the operator's schedule allows the airplane to wait for a passenger who is late, ground wait charges may apply. In cases when the operator's schedule does not allow the airplane to wait, the passengers will simply be charged for their flight as if it had been conducted for the customer as booked.

SHARED CHARTER/"PER-SEAT" FLIGHTS: CANCELLATION OR CHANGES BY CUSTOMER

Cancellations prior to forty-eight hours before the flight will result in the price of the shared charter flight being credited to the customer's ATSS account for future travel in the next 12 months. After 12 months, the credit will expire.

If the customer cancels a reservation within forty-eight hours of departure the price of the shared charter flight will be forfeited.

Customers who have booked a flight leg on a per-seat basis may be allowed, at ATSS's sole option, to pay a fee to change the departure time of the flight leg. Such changes may only be requested within forty-eight hours of departure. The fee shall be equal to the highest price for a seat on that flight leg. Should ATSS accept the fee and change the departure time, ATSS will continue to market unsold seats, if any, on that flight leg, departing at the new time. Subsequent requests to change the departure time, including requests to return it to the originally scheduled time, will be treated like the initial request, and will incur additional fees if accepted by ATSS.

Similarly, customers who have booked a flight leg on a per-seat basis may be allowed, at ATSS's sole option, to pay the difference between their per-seat fare and the then-current whole-aircraft charter price in order to convert the per-seat booking into a charter of the whole aircraft.

If the reservation is partially unused, the credit to customer's ATSS account will be the difference between the amount paid and the value of the transportation actually used as determined by the applicable rules, less any applicable service charge or penalty. No refund is due on any shared charter/per-seat travel. ATSS may, in its sole discretion, issue a full or partial refund in consideration of extenuating circumstances, such as in the case of the death of a family member.

CANCELLATION OR CHANGES BY ATSS OR THE OPERATOR

Passengers who have not checked-in and are not at the boarding point ready to board the aircraft at least fifteen (15) minutes before the scheduled departure time are subject to having their reservation for that flight cancelled as well as all other reservations in their itinerary.

When a passenger fails to honor a segment of a reservation, ATSS may cancel, without notification, all continuing and returning portions of the itinerary contained in the same reservations record.

If the customer has not purchased a validated reservation for a shared charter flight which is placed on a courtesy hold, the reserved space will be released without notice at the expiration of the time limit.

If ATSS's refusal to transport the customer is for reasons defined in section "Refusal to transport", the reservation will be cancelled.

In the event that ATSS or the operator cancels a flight or fails to provide a previously confirmed seat and does not reroute the customer either over other ATSS flights or those of another operator, ATSS will refund directly to the customer:

- An amount equal to that paid, if no portion of the reservation has been used; or
- The refund will be the amount equal to the applicable charge for the unused segment(s) if a portion of the reservation has been used. In no instance will the amount refunded be greater than the amount paid for the reservation.
- No refund will be made if ground or sea transportation is offered for part of the itinerary and accepted by the customer.
- The applicable refund will be granted only if the customer complies with the provisions set forth in these terms and conditions.

Customers on flights cancelled by ATSS or the operator where the customer does not accept an offer of substitute transportation via the next available flight or ground/sea transportation will be offered a refund.

PRICING, TRAVEL REWARDS™ PRE-PURCHASED CREDIT

All prices are subject to change without notice.

The price charged on any reservation applies only to the transportation specified thereon. Any passenger-initiated changes to such transportation may result in a change in the price, assessment of monetary penalties, or loss of transportation value.

Credit purchased under the ATSS Travel Rewards discounted pre-purchased travel program may be used on a dollar-for-dollar basis to purchase any future ATSS shared charter or charter booking. Travel Rewards credit is valid for a period of twelve months from the date of purchase and is non-refundable. Any unused portion of Travel Rewards credit shall expire and become void twelve months from the date of purchase.

Flight delays and re-routings

ATSS undertakes to use reasonable effort to arrange the expeditious transport of all customers and baggage.

Irregularities include:

- Delay in a departure or arrival of a ATSS-booked flight resulting in misconnection.
- Flight cancellation or any other delay or interruption in the operation of an ATSS-booked flight; or
- Changes that require re-routing of the customer at departure time, because prior notice of such change had not been given to the customer prior to the customer's arrival at the airport for the original flight.

Irregularity does not include Force Majeure events as defined below.

When a customer will be delayed because of an irregularity involving an ATSS-booked flight, the following will apply:

- ATSS will arrange for the transport the customer on the next flight on which space is available.
- ATSS may at any time, with concurrence of the customer, arrange for the customer's transportation on an operator other than the operator originally booked and with whom ATSS has an agreement for such transportation.
- If ATSS is unable to arrange alternate transportation acceptable to the customer, ATSS will refund the cost of the unflown portions in accordance with the procedures outlined in "Cancellation or Changes by ATSS or Operator".

Force Majeure events include:

- Any condition beyond ATSS's or an operator's control (including but without limitation, meteorological conditions, acts of God, airport traffic congestion, FAA or air traffic control flight restrictions, delays, riots, embargoes, hostilities, or unsettled international conditions whether actual, threatened or reported) or because of delay, demand, circumstances or requirements due, directly or indirectly, to such condition.
- Any labor dispute affecting ATSS's or an operator's service.
- Any government regulation, demand or requirement.
- Any shortage of labor, fuel or facilities of ATSS or others; or
- Any other fact not reasonably foreseen, anticipated, or predicted by ATSS or an operator.

ATSS or the operator it has booked, as applicable, may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone, or delay any flight or reservation and determine if any departure or landing should be made, without liability except to refund for any unused portion of the reservation.

AMENITIES FOR DELAYED CUSTOMERS:

ATSS will attempt to communicate frequently and keep the customer informed as to the nature of delayed flights.

No amenities or compensation will be provided to a customer on a flight that is delayed or cancelled in the area where the customer originates or at the customer's destination.

No amenities or compensation will be provided to a customer on flights that are delayed or cancelled due to any force majeure event.

MAJOR COMMERCIAL AIRPORT USAGE

Should clients make the decision to use a major commercial airport (such as, but not limited to: Boston Logan, LaGuardia, John F. Kennedy, Newark-Liberty, Baltimore-Washington, Washington-Dulles, Philadelphia International, San Francisco, Dallas-Fort Worth, Chicago O'Hare or similar), additional wait time charges may occur if air traffic delays take place. Customers may, at ATSS's option, be charged for all additional time, calculated by comparing quoted trip time to actual trip time. The difference will then be automatically charged to the credit card on account.

Denied Boarding

Oversell situations may occur as a result of human error. They also may result from booking rejection problems that occur between reservations systems used by ATSS and/or agents, or from inadequate contact information for alerting customers of changes in advance.

When an oversell situation occurs, ATSS will encourage customers to voluntarily relinquish reservations in exchange for credit for future travel booked by ATSS, or other compensation. The request for and selection of volunteers will be in a manner determined solely by ATSS. ATSS will arrange transport for the customer on the next flight on which space is available.

If volunteers are not forthcoming, ATSS and/or the operator will select the customer(s) who will be denied boarding and will make every effort to make appropriate arrangements. The selection of the customer(s) for denied boarding will be in a manner determined solely by ATSS and/or the operator. Consideration for priority in boarding may include a customer's disability, traveling of unaccompanied minors and whether

other customers may experience a severe hardship (in the judgment of ATSS and/or operator personnel) as a result of denied boarding. Business commitments will not, of themselves, constitute a severe hardship. Customer will not be eligible for denied boarding compensation if ATSS arranges for alternate transportation, acceptable to customer, which is anticipated to arrive at the airport of the customer's destination earlier than or within four (4) hours of the original scheduled flight. No denied boarding compensation will be provided if the customer does not fully comply with all provisions as set forth herein. The customer will not be eligible for compensation if the reservation was originally issued without payment to ATSS.

Acceptance of denied boarding compensation in whatever form constitutes full compensation for any and all damages arising as a result of ATSS's failure to arrange the booked air transportation. By accepting such compensation, the customer will be deemed to have waived any and all claims or actions against ATSS in connection with ATSS's failure to arrange such transportation.

Smoking

Smoking is prohibited on all ATSS arranged or booked flights.

Right of ATSS to change these terms

ATSS reserves the right to change the terms and conditions, proposed flight times, and pricing without notice.

Required Documents

GENERAL REQUIREMENTS

Proper travel identification and documents are required for all domestic and international travel. Also, you will need to show your photo identification whenever requested, possibly including but not limited to, at the terminal, at security checkpoints and when you board the plane.

REQUIREMENTS FOR DOMESTIC TRAVEL (U.S. ONLY):

- Unexpired state-issued photo driver's license OR
- Unexpired state-issued photo identification card OR

- Unexpired passport OR
- Employee ID issued by a Federal, State or local government agency

PASSPORTS

All U.S. citizens (including infants and children) will need a valid passport for travel to and from Bermuda, Canada, Mexico, Central and South America, and the Caribbean (excluding Puerto Rico and the U.S. Virgin Islands). This policy also applies to foreign nationals of Canada, Bermuda and Mexico.

Non-U.S. Citizens: Please check entry requirements with the consular officials of the countries to be visited well in advance. It is your responsibility to obtain visas, where required, from the appropriate embassy or nearest consulate of the country or countries being visited, including any connecting countries.

Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through, or to which he/she desires transportation and, unless applicable laws provide otherwise, shall indemnify ATSS and each operator for any loss, damage, or expense suffered or incurred by ATSS and/or such operator by reason of such passenger's failure to do so, neither ATSS nor any operator shall be liable for any aid or information given by any agent or employee of such organization to any passenger in connection with obtaining such documents or complying with such laws, whether given orally, in writing, or otherwise or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws. If the passenger does not have the required documentation and identification for his or her destination, he or she will not be allowed to board the plane.

REQUIREMENTS FOR MINORS

Customers under the age of 18 are not required to present ID for domestic U.S. travel. Identification from the responsible adult will be accepted on behalf of the minor(s); however, it is recommended that minors traveling alone have a form of identification. Children, regardless of age, must possess all necessary travel documents as required by the countries visited on an international itinerary.