



Membership Agreement

By indicating your agreement, you (hereinafter referred to as "Member") and BlackJet, Inc. (hereinafter referred to as BlackJet) as owner of the Software and Service and manager of the Program agree to the following terms and conditions relating to the services provided and consumed as follows:

1. PROGRAM, SOFTWARE and SERVICE. Under the Program, BlackJet agrees to arrange for air transportation services for Member to be provided by aircraft operators holding an air carrier certificate ("Air Carrier") authorizing them to furnish air transportation services pursuant to Federal Aviation Regulations 14 C.F.R. Part 135 ("FAR Part 135"). **BlackJet is not an aircraft operator and provides membership services and arranges for travel service for members as the manager of the Program. There are no scheduled flights: all travel arrangements are made on-demand according to customer-directed itineraries and flight requirements under the terms and condition, restrictions and limitations reflected herein.** Member shall pay for a membership and thereafter will be entitled to book seats on private jets at published prices and access other benefits and privileges which are specified herein, all of which form part of the Service. For clarification purposes, "Private Jet Seats", "Seats" and "Seat Service" or other such terminology refers to booking, arranging, providing or using Seats on private jets as opposed to "Aircraft Charter", "Private Charter", "Charter" or other such terminology in this agreement which refers to using, booking, arranging or chartering an aircraft (as opposed to Seats on an aircraft) and as such more than one party will be on the flight and multiple parties will be traveling together and sharing the aircraft. BlackJet may provide access to Software including applications, websites, electronic social/commerce, marketplaces, and integrated communication tools which form part of the Program and Service, and are designed to enhance the user-experience, communications, service optimization, functionality and logistics of the Program which Members can access and use only as stipulated and limited under the terms and conditions of this agreement. The Program includes the Service provided under this agreement, together with Software which may be accessed by Member under this agreement, and is defined by this Agreement.

2. TERM. The term of this Agreement shall be for one (1) year from the date Member takes their first flight.

3. SERVICE NETWORK. Private Jet Seat service is provided within a limited and defined network of origin and destination markets which will be modified and amended from time to time at BlackJet's discretion.

4. ARRANGING FLIGHTS. Member will be responsible for arranging flights using the BlackJet Mobile Phone Application, at BlackJet's website(s) or other method acceptable to BlackJet. Such acceptable methods may include email, text message or telephone with a BlackJet travel specialist. Private Jet Seat service can be booked and guaranteed electronically, while booking Private Charter requires communication with a live BlackJet travel specialist.

5. PRIVATE JET SEAT SERVICE GUARANTEES. Private Jet Seats are guaranteed when booked more than two (2) full business days prior to the day of departure. "Business day" is defined as Monday through Friday and does not include holidays. For example, booking must be completed no later than 6:00PM Eastern time on Friday in order to be considered valid for a flight as early as Wednesday morning of the following week - Monday and Tuesday are the two business days advance notice required to guarantee seat availability in this example. BlackJet will provide seats on a best-efforts basis when there is not two business days advanced notice and Members are encouraged to book even on short notice.

One (1) day prior to departure, BlackJet shall deliver to Member a Flight Itinerary indicating the aircraft operator, the origin and destination airports and FBO (private terminal facility) which shall be a private jet facility within the market indicated by Member upon booking and generally within 40 miles of the center of the designated metropolitan area of the market; the departure time which will be within +/-2.5 hours of the preferred departure time indicated by Member upon booking or the day-part (AM, ANYTIME, PM for example) indicated by Member upon booking; and other itinerary details relating to the booked trip. While Member may have the opportunity to indicate preferences regarding airport and itinerary at the time of booking, such preferences are subject to flexibility requirements as

provided for herein, and BlackJet arranges for travel service and selects airports, FBO's, aircraft operators, aircraft type/model, and departure times at its discretion as outlined in the Service Guarantees herein, and BlackJet's decisions regarding these aspects of delivering the Service and arranging travel accommodations and itineraries are final. Flights requested without the required notice or without adhering to the requirements stipulated herein shall be entitled to service on a best efforts basis only. BlackJet reserves the right to modify the AM and PM or 2.5 hour departure time flexibility limitation and the approximate 40 mile airport selection flexibility limitation and Service Guarantees based on market conditions and Program considerations at its discretion. The earliest possible booking time is 8AM and the latest possible booking time is 5PM, which may be modified at BlackJet's discretion.

6. CONFIRMATION OF FLIGHTS. BlackJet will provide a Confirmation which confirms the availability, reservation and purchase of the seats electronically and without delay when booking is in accordance with section 5 and the other requirements described herein.

It is Member's sole responsibility to carefully verify all travel details reflected in the Confirmation when booking. When the Confirmation is accepted by the Member it is subject to BlackJet's cancellation policy. Flight arrangements will be guaranteed when BlackJet is in receipt of the Confirmation with advance notice of two (2) full business days from the day of the departure as provided for herein. Any subsequent change to a confirmed booking by Member, including but not limited to changes in preferred markets/airports, times, dates, and number of passengers will be considered a new booking which replaces the initial booking which will be considered cancelled. The initial booking when cancelled as provided for herein may be subject to cancellation penalties, while the new booking may be subject to the two (2) full business day advance notice booking requirement in order for the seats to be guaranteed. Members acknowledge that Service and seats are provided based on factors including but not limited to aircraft utilization optimization, passenger load optimization, departure time flexibility and other requirements at the discretion of BlackJet, which will be impacted should Member attempt to alter the travel arrangements or the Itinerary as provided by BlackJet prior to departure. In the event Member attempts to alter, or actually alters travel as a result of their communication with pilots or the operator and indicates a preferences for early or late departure, change in origin or destination airports, change of FBO's, deviations or change to the itinerary, restrictions regarding luggage, the pet policy, seat assignment, passenger manifest or other aspect of the flight whether or not they result in a delay, inconvenience or damage to BlackJet, their clients or Members, BlackJet reserves the right to impose a penalty in the amount of an additional charge of 100% of the flight charges and/or other such costs BlackJet may incur supplying supplemental flights for clients inconvenienced as a result of changes made to the flight arrangements and/or additional charges incurred by BlackJet from the operator, and/or other charges as stipulated by BlackJet to satisfy clients and compensate them for their inconvenience.

7. PAYMENT FOR TRAVEL SERVICES. Member shall be responsible for opening an account, providing payment authorizations for travel services, booking seats and paying for Services according to these terms and conditions, as well as others which may be included at the time of booking or confirming seats. Member agrees to open an account with BlackJet and will provide all requested information and a credit card to be kept on file such that it will be used for pre-authorization/reserve and payment/capture for services. In general, a credit card authorization/reserve is required prior to travel, and final payment in full must be received by BlackJet upon delivery of service. Upon registering as a Member, multiple payment methods may be available including credit cards and electronic fund transfer methods which must be authorized by Member to be used to pay for services. Member shall be responsible for authorizing payment from their account using the available method they prefer. **There are no pre-payments for private jet seat service and no required minimum balances kept on account – all private jet seat travel services must be guaranteed with a credit card pre-authorization/reserve prior to travel, and subsequently paid for after travel services are rendered.** There may be discounts available to Members who elect to pay using approved payment methods other than credit cards. In the event such discounts are available, the discount will appear on invoices/reconciliations as a credit for paying via wire or other acceptable cash (as opposed to using credit cards) method.

8. PAYMENT FOR MEMBERSHIP. Membership payments are non-refundable and are due prior to membership. Membership fees are incurred and earned when paid and will not be reimbursed in any event or for any reason except as specifically provided herein, including should Member fail to open an account or use the Program or Services. The annual membership fee is not amortized over time and not based on Members ability to purchase or use a quantity of seats. The annual membership fee is an access fee which is due prior to using the Service, and no portion will be refundable for any reason or under any circumstances.

9. ADDITIONAL EXPENSES. Pricing is all inclusive as itemized and agreed upon at the time of booking, including additional charges related to government taxes and fees. In-flight telecommunications used, excess luggage fees, fees for bringing pets, cleaning relating to pets or required aircraft cleaning due to extraordinary mess, special catering orders, ground transportation and other services whether or not itemized in the confirmation documentation will be billed when incurred. There may be a fuel surcharge or winter segment fee in order to provide for aircraft de-icing or hangaring, which may be itemized separately and appear as an added charge upon booking seats or a later

time if services are added or consumed after booking. Charges related to such services will be billed to the credit card on file, and charged and paid by the client using the on file credit card.

10. INVOICING AND RECONCILIATION. BlackJet will transmit a reconciliation or invoice to Member detailing Member's incurred charges as soon as possible after the flight, or as soon thereafter as charges for additional service and extraordinary items are available from the operator/service-provider to BlackJet. Member shall be responsible to make payment as soon as possible after receiving an invoice/reconciliation, and no later than one (1) business day of receiving service by authorizing payment electronically or by contacting BlackJet and authorizing payment or providing payment in full according to the terms and conditions of this agreement. If payment is not received by BlackJet within one (1) business day of receiving service, the credit card used for the preauthorization will be charged the amount reflected on the confirmation, plus additional charges incurred by Member. If for any reason the credit card cannot be charged, payment in full will be required and additional late fees, interest, or service fees may be incurred and due. Failure to pay in a timely manner as provided for herein may result in the revocation or suspension of membership and membership privileges at the sole discretion of BlackJet with no further obligation to Member or recourse by Member.

11. SERVICE LIMITATIONS. Services are subject to these terms and conditions as amended or modified from time to time at [REDACTED] and available to review in Member's account. It is the Member's sole responsibility to be familiar with and abide by all the terms and conditions as amended from time to time. Membership privileges, including arranging flights, taking flights, or using other services are solely available to Member, and cannot be lent, shared, transferred, leased or sold to any third party. While Members can invite guests to join them on flights they arrange and pay for, they cannot lend their account to someone else to book flights or access the service. Only Member can use earned free flights if they are earned and awarded. Free companion trips which may be earned and may become awarded can be taken by anyone accompanying Member on a trip. Member cannot sell, transfer or receive remuneration for free trips earned, annual membership credits, other awarded or accrued benefits or credits, complimentary seats, or companion seats. Member acknowledges that any reward, credit or access to discounted seats may be limited and may be subject to expiration at BlackJet's sole discretion. Any breach of this section may result in Member losing privileges and membership cancellation with no further obligation to Member or recourse by Member.

Members acknowledge that BlackJet is the manager of the Program and Service, and that the success of the Program and the ability to deliver the Service with high levels of customer satisfaction depends on a vibrant and cooperative membership. Members' cooperation regarding booking, cancellations, notice, departure times, itinerary flexibility, communication, payments and documentation and other aspects of arranging Seats and other aspects of the Service, requires Members' cooperation and good faith. Any attempt to game the system by repeatedly placing and cancelling bookings or requests for seat service, cancelling requests and rebooking with slightly differing requirements, failure to authorize payment or pay for service as provided for herein, failure to maintain a valid credit card on-file and useable for pre-authorization/reserve and payment/capture, or the failure to communicate effectively and in a timely manner regarding all aspects of coordinating the delivery of service, or other such actions which in BlackJet's opinion disrupts BlackJet's ability to deliver the Service, notwithstanding anything contained herein to the contrary, will result in BlackJet having the authority to reject Members' trip requests without obligation and/or suspend or revoke membership.

12. INFLIGHT EXPERIENCE. Member shall respect the privacy and every member's (and their authorized guests) right to quiet enjoyment throughout their travel experience. In general, it is expected that all clients will be cordial, and unless there is overt reciprocal intention to engage in discussion and meet one another, clients shall maintain privacy. Under no circumstance should clients request autographs or photographs, or attempt to engage in business development or selling to others onboard. BlackJet, the operator and the Pilots shall determine who has the right to be onboard a flight and Member may not question someone's right to be onboard or otherwise create discomfort regarding anyone's access to Seats or Service. BlackJet, operators and Pilots will consider in-flight seating accommodations for groups traveling together based on the aircraft layout, but Pilots maintain the right to insist on specific seating assignments which may or may result in people traveling together actually sitting together. Failure to comply with these requirements may result in member being denied service, incurring cancellation fees for delaying flights, and termination of Member's privileges. Member is responsible for their invited guests, and Member represents and warrants that their invited guests are familiar with and agree to all of the terms and conditions of this agreement prior to accessing services as invited guests and they have expressly agreed to abide by all of the terms and conditions outlined herein, and comply with the rules. Member agrees to indemnify BlackJet regarding all liability or potential liability relating to their invited guests' access, use or reliance upon the service.

13. IDENTIFICATION AND TRAVEL DOCUMENTATION. In accordance with the United States Transportation Security Administration ("TSA") regulations and other Governmental regulations Member and Members' authorized guests are required to comply with all TSA regulations, and will be required to present valid identification prior to departure for all flights. For international flights, Member and each passenger must have a valid passport in his or

her possession as well as any required visas or entry documentation which may be required. Operator has the right to refuse boarding to any person without the required documentation or non-compliance with TSA or other government regulations without recourse or further obligation to the operator or BlackJet.

BlackJet will require Member to provide specific and accurate passenger information regarding all persons traveling pursuant to arrangements made by Member, after or during the booking process and furnished to BlackJet no later than 24 hours prior to departure. In general, BlackJet coordinates with the operators regarding passenger count, passenger weight, height, access and seating accommodations, luggage size and weight, pets, positive identification, and other information which may be required by the operator according to their operating specification and at their sole discretion. Member agrees to furnish accurate and timely information to BlackJet upon BlackJet's request, and understands that failure to provide the information, providing inaccurate or incomplete information in a timely manner may result in delaying a flight, the operator or pilots electing to deny boarding, and may result in Member missing the flight which is considered a cancellation without notice and will incur the cancellation penalty as defined herein.

14. MISSED FLIGHTS. Member agrees that they are obligated to fly according to the Flight Itinerary provided by BlackJet one (1) day prior to departure which stipulates the departure time based on and in consideration of the preferred departure time indicated by Member at the time of booking and within the flexibility requirements outlined in section 5 of this agreement. In general, **MEMBER MUST BE AT THE AIRCRAFT PREPARED TO TRAVEL 20 MINUTES PRIOR TO THE DEPARTURE TIME INDICATED ON THE FLIGHT ITINERARY. IF MEMBER IS NOT AT THE AIRCRAFT 20 MINUTES PRIOR TO DEPARTURE READY TO FLY, THEY WILL HAVE MISSED THE FLIGHT AS DEFINED HEREIN.** Pilots may wait 15 minutes after the indicated departure time as a grace period but are under no obligation to do so. Should Member miss a flight, they are solely responsible for alternate arrangements although BlackJet will use its best efforts to make alternate arrangements at additional cost to Member. Member will be charged for the missed flight and payment must be rendered according to the terms and conditions of the confirmation and this agreement, failing which the pre-authorized credit card will be charged as provided for herein.

15. CANCELLATION. When booking Seats, Members may cancel confirmed flights 72 hours or more prior to departure with no penalty. Within 72 hours there will be a cancellation fee of 100% of the flight charges reflected on the Confirmation. Cancellations for seats booked for travel during peak travel periods incur 100% of the flight fees if cancelled at any time, and are payable upon cancellation. Peak travel period will be indicated at the time of booking. **MEMBERS ARE REQUIRED TO CONTACT BLACKJET BY TELEPHONE AT 1-800-916-5387 (JETS) OR 1-866-343-2525 (BLAK) IN ORDER TO ARRANGE A CANCELLATION AS PROVIDED FOR HEREIN.**

16. MEMBERSHIP. Membership rates, fees and privileges, are subject to change at any time at the sole discretion of BlackJet. Special offers, discounts, or services may be limited. Memberships may be limited. There is no obligation for BlackJet to renew or extend membership privileges or service beyond the membership term. If for any reason Member breaches this agreement and Member loses privileges and membership is cancelled, Member shall forfeit and lose accrued free flights, companion seats, credits and any other benefit with no further obligation by BlackJet or recourse against BlackJet relating to Service, credits or any benefits. At its sole discretion, BlackJet may make promotional offers with different features and different rates to members or potential customers. Differing promotional offers shall have no bearing whatsoever on this membership, agreement or service offering.

17. PETS. Member is required to notify BlackJet at the time of booking of any pets that may be traveling with Member. Additional fees relating to pets may apply. Permissible pets are limited to dogs and cats weighing less than 25 lbs. Unless notified otherwise, all pets must be placed in a suitable pet carrier for the safety of the flight and the pet. Special pet-related cleaning or other charges will be billed as incurred after the flight and are final and cannot be disputed by Member.

18. LUGGAGE. Due to size, weight and other limitations mandated by operators, aircraft manufacturers and Governmental agencies such as TSA and the Federal Aviation Administration, the aircraft operator may be required to restrict the amount and type of luggage aboard a flight. In cases where Member requests excess baggage at the time of booking, additional charges apply or other arrangements may need to be made to accommodate excess luggage through a third-party shipper at additional cost to Member.

Normal luggage:

- A) Trips three (3) hours or less: one (1) piece of luggage per passenger not larger than 1.5ft x 3ft x 1ft in size and weighing not more than 25 pounds, plus one personal carry-on bag.
- b) Trips more than three (3) hours: two (2) pieces of luggage per passenger not larger than 2ft x 3ft x 1.5ft in size each and weighing not more than a total of 50 pounds, plus one personal carry-on bag, plus a personal carry-on item such as computer bag/overnight bag/briefcase/garment bag.

Luggage that exceeds the normal luggage requirements as provided herein may not be prohibited but must be disclosed to BlackJet during booking in order to ensure accommodation. Unless BlackJet is specifically advised upon booking that passenger will have luggage that is larger or heavier than normal luggage as defined herein, and BlackJet agrees to accommodate such luggage, BlackJet will not be responsible for luggage that cannot be accommodated, will not be responsible for shipping, storage or other costs related to excess luggage, and if the aircraft is delayed due to issues relating to excess luggage the flight may depart without Member onboard and will therefore be considered cancelled by Member without notice and incur the cancellation penalty as defined herein.

19. DISCLAIMER OF RESPONSIBILITY FOR DELAY/CANCELLATION, OTHER. BlackJet shall not be liable for any delay or failure to perform in connection with any flight, Service or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands or and orders of any government or agency, seizure of the aircraft under legal process, adverse weather conditions, inability to obtain fuel, aircraft damage or loss, lack of essential parts or supplies, mechanical problems, illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of BlackJet. BlackJet is hereby released from any claim or demand for any direct or consequential damages arising out of failure to perform as a result of a force majeure event whether or not herein enumerated or other event referenced above. BlackJet will use best efforts to make acceptable alternate flight arrangements should any of the above occur and cause a delay. Member agrees and hereby indemnifies BlackJet from any loss of property or life, or any injury caused as a result of BlackJet services or flight services provided by air carrier and any service arranged by BlackJet or services related thereto. In no event shall Member pursue BlackJet for any amount in excess of actual membership fees and BlackJet liability shall be strictly limited to an amount equivalent to the membership fee actually paid by Member.

20. AIRCRAFT CONDITION. Member agrees to reimburse BlackJet for any and all reasonable costs and expenses incurred as a result of damage to the Aircraft interior and or exterior which is caused by carelessness or neglect by Member or any of Member's guests.

21. SOFTWARE, APPLICATIONS, WEBSITES, ELECTRONIC/SOCIAL COMMERCE AND COMMUNICATIONS. By using the Software or Services, Member expressly represents and warrants that they are legally entitled to enter this Agreement. If Member resides in a jurisdiction which restricts the use of the Services because of age, or restricts the ability to enter into agreements such as this one due to age, Member must abide by such age limits and must not use the Software and Service. Without limiting the foregoing, the Service and Software is not available to children (persons under the age of 18). By using the Software or Services, Member represents and warrants that they are at least 18 years old. By using the Software or the Services, Member represents and warrants they have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement and participation in using the Service and/or Software is for Member's sole, personal use. Member may not authorize others to use their account or user status, and may not assign or otherwise transfer their user account to any other person or entity. When using the Software or Service Member agrees to comply with all applicable laws from their home nation, and the country, state and city they are in while using the Software or Service.

Member may only access the Services using authorized means, and it is Member's responsibility to check to ensure they download the correct Software for their device. BlackJet is not liable if Member does not have a compatible handset or if they downloaded the wrong version of the Software for their handset or computer system or device. BlackJet reserves the right to terminate this Agreement should Member use the Service or Software with an incompatible or unauthorized device.

By using the Software or the Services, Member expressly agrees that they:

- Will only use the Service or Software for lawful purposes; will not use the Services for sending or storing any unlawful material or for fraudulent purposes.
- Will not use the Service or Software to cause nuisance, annoyance or inconvenience.
- Will not impair the proper operation of the network.
- Will not try to harm the Service or Software in any way whatsoever.
- Will not copy, or distribute the Software or other content without written permission from BlackJet.
- Will only use the Software and Service for their own use and will not resell it to a third party.
- Will keep secure and confidential account password or identification which allows access to the Service.
- Will provide BlackJet with whatever proof of identity that may reasonably be requested.

- Will only use an access point or 3G data account (AP) which they have authorization to use.
- Are aware that when requesting transportation services by SMS standard messaging charges will apply.

BlackJet hereby grants Member a non-exclusive, non-transferable, right to use the Software and Service, solely for their own personal, non-commercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted are reserved by BlackJet and its licensors.

Member shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software in any way; (ii) modify or make derivative works based upon the Service or the Software; (iii) create Internet "links" to the Service or "frame" or "mirror" any Software on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Software, or (c) copy any ideas, features, functions or graphics of the Service or Software, or (v) launch an automated computer program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any software program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Software.

Member may use the Software and Service only for personal, non-commercial purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or computer programs; (iv) interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Software or Service or its related systems or networks.

BlackJet alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Member or any other party relating to the Software or the Service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Software or the Service, or any intellectual property rights owned by BlackJet. The BlackJet and Greenjets® names, logo(s), and the names associated with the Software and Service are trademarks of BlackJet or third parties, and no right or license is granted to use them.

During use of the Software and Service, Member may enter into correspondence with other members, purchase goods and/or services from, or participate in promotions offered by third party service providers, advertisers or sponsors showing their goods and/or services through the Software or Service. Any such activity and any terms, conditions, warranties or representations associated with such activity is solely with the applicable third-party. BlackJet and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion with other members, parties and any such third-party. BlackJet does not endorse any sites on the Internet that are linked through the Service or Software, and in no event shall BlackJet or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. BlackJet provides the Software and Service pursuant to the terms and conditions of this Agreement. Members recognize, however, that certain third-party providers of goods and/or services may require Member's agreement to additional or different terms and conditions prior to use of or access to such goods or services, and BlackJet disclaims any and all responsibility or liability arising from such agreements.

BlackJet may rely on third party advertising and marketing supplied through the Software or Service and other mechanisms to subsidize the Software or Service. BlackJet may compile and release information regarding Members' use of the Software or Service on an anonymous basis as part of a customer profile or similar report or analysis, and it is Member's responsibility to take reasonable precautions in all actions and interactions with any third party accesses or interacted with through or connected with the Software and Service.

By entering into this Agreement and using the Software or Service, Member agrees to defend, indemnify and hold BlackJet, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with Member's: (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) violation of any rights of any third party, including providers of transportation services arranged via the Service or Software, or (c) use or misuse of the Software or Service.

BLACKJET MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE

OR SERVICE. BLACKJET DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE OR SOFTWARE WILL MEET REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE SERVICE WILL MEET REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR SOFTWARE WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND SOFTWARE IS PROVIDED STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BlackJet. MEMBER ACKNOWLEDGES AND AGREES THAT THE ENTIRE RISK ARISING OUT OF THEIR USE OF THE SOFTWARE AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH THEM TO THE MAXIMUM EXTENT PERMITTED BY LAW.

BLACKJET'S SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BLACKJET IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

IN NO EVENT SHALL BLACKJET AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). BlackJet AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE, ANY RELIANCE PLACED ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION WITH ANY THIRD PARTY, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR SOFTWARE, EVEN IF BLACKJET AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BLACKJET WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN MEMBER AND THIRD-PARTY PROVIDERS, MEMBERS OR OTHER USERS OF THE SOFTWARE AND SERVICE. MEMBER EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

This Agreement may not be assigned by Member without the prior written approval of BlackJet but may be assigned without Member's consent by BlackJet to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

No joint venture, partnership, employment, or agency relationship exists between Member, BlackJet or any third party provider as a result of this Agreement or use of the Service or Software. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of BlackJet to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by BlackJet in writing. This Agreement comprises the entire agreement and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

22. GOVERNING LAW. This Agreement and all the rights of the parties shall be construed and enforced in accordance with the laws of the State of Florida without reference to the conflict of law principles of any jurisdiction. Any disputes relating in any way to this Agreement will be subject to the exclusive jurisdiction and venue of the courts of Palm Beach County, Florida.

23. ENFORCEMENT. In the event that any legal action is instituted by any party for the purpose of enforcing any term or provision, the prevailing party in such action shall be entitled to recovery of its reasonable attorney's fees and actual costs incurred therein.

24. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties. Member may not assign or transfer its rights or obligations without prior consent of BlackJet which may be withheld at its discretion.

25. CONSTRUCTION. The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.

26. PARAGRAPH HEADINGS. The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. Except for amendments and modifications allowed under this agreement by BlackJet, this Agreement may not be modified, amended or altered except in as agreed in writing by the parties.

28. NOTICE. BlackJet may give notice by means of a general notice through the Software, electronic mail to Member's email address on record in BlackJet's account information, or by written communication sent by first class mail or pre-paid post to Member's address on record in BlackJet's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Member may give notice to BlackJet (such notice shall be deemed given when received by BlackJet) at any time by any of the following: letter sent by confirmed facsimile to BlackJet at the following fax numbers (whichever is appropriate): (561) 689-7099; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to BlackJet at the following addresses (whichever is appropriate): BlackJet 1675 Palm Beach Lakes Blvd suite 100, West Palm Beach, Florida 33401 addressed to the attention of: Chief Operating Officer.

29. ACCEPTANCE OF MEMBERSHIP AND OPENING MEMBERSHIP ACCOUNT. Member agrees to complete all information required and requested through the App and online forms, or forms provided by email/mail if requested by Member. BlackJet will review the membership information and communicate acceptance within a reasonable period of time. BlackJet maintains the exclusive right to accept or not accept members into the membership program as described herein. Should Member be refused, membership payment shall not be taken, or shall be immediately refunded, and there shall be no further obligation.

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

Signature

Name: _____

Telephone: _____

Date: _____

Accepted by BlackJet, Inc.:

Date: _____

ACCOUNT PAYMENT INFORMATION

Credit Card Number:

Card Expiration Date:

Card security Code (CVV2):

Card Type (Check One): American Express VISA MasterCard Discover

Cardholder's Name: _____

Card Billing Address: _____

Card Billing Phone: _____

Preferred Telephone: _____

Alternate Telephone: _____

In Case of Emergency: _____

Email Address: _____ (will be your account username)

Account holder hereby authorizes the above Credit Card for pre-authorizations, reserve/captures and payments for BlackJet services per the Membership Agreement and agrees to furnish a copy of identification and credit card front and back to be kept on file.

Please scan your Driver's License and Credit Card (front and back sides) and email to members@blackjet.com, or securely fax a legible copy to 561-689-7099

Please charge my credit card the \$2,500.00 annual membership fee when I book my first trip, less any applicable credits associated with my membership plan

Signature: _____

Date: _____