

Terms of Use

1. Acceptance of the Terms of Use

1.1 These terms and conditions constitute a legal agreement (collectively, the “Terms of Use”) between you (“You”) and Hendrix Concierge LLC, a California limited liability company (“Hendrix” or the “Company”). In order to access or use Hendrix’s Services (defined below) and the associated Application (defined below) You must agree to the terms and conditions set forth herein. By using any associated web service supplied by Hendrix (collectively, the “Application”) which purpose is to enable You to use air charter transportation services or ancillary services provided by Hendrix (collectively, “Services”), You hereby expressly acknowledge and agree to be bound by these Terms of Use and our Privacy Policy, found at www.HendrixJets.com and incorporated herein by reference. If You do not want to agree to these Terms of Use You must not access or use our site.

1.2 Please carefully review the arbitration agreement set forth in Section 18 below, as it impacts the legal rights of the parties and will require You to resolve disputes with Hendrix on an individual basis through final and binding arbitration.

2. Changes to the Terms of Use.

2.1 Hendrix reserves the right to modify or amend these Terms of Use or its policies relating to the Application in its sole discretion at any time, such amendment or modification to be effective upon posting or publication of an updated version of these Terms of Use on the Application.

2.2 You are responsible for regularly reviewing these Terms of Use. Your continued use of the Service or Application after any such changes shall constitute your consent to be bound by the amended or modified Terms of Use.

3. Key Content-Related Terms.

3.1 Hendrix Content. Means texts, graphics, images, music, software (excluding the Application), audio, video, information or other materials (“Content”) that Hendrix makes available through the Services, including any Content licensed from a third party, but excluding User Content (defined below).

3.2 User Content. Means Content that a person who accesses or uses the Services or Application (“User”) posts, uploads, publishes, submits or transmits to be made available through the Services (collectively with Hendrix Content, “Collective Content”).

4. Accessing the Application and Account Security

4.1 By using the Applications, You expressly represent and warrant that You are legally entitled to and have the right, authority and capacity to enter into and to abide by these Terms of Use.

4.2 If You reside in a jurisdiction that restricts the use of the Application because of age or restricts the ability to enter into agreements such as this one due to age, You must abide by such age limits and You must not use the Application. Without limiting the foregoing, the Application is not available for use by children (persons under the age of 18) without adult supervision.

4.3 By using the Service, You represent and warrant that You are at least 18 years old or will use the Service or Application under adult supervision. Your participation in using the Service and/or Application is exclusively for your sole, personal and non-commercial use. You may not authorize others to use your profile, user status or credentials, and You may not assign or otherwise lend, transfer, lease or sell (directly or indirectly) your user account to any other person or entity.

4.4 By accessing the website, you expressly represent and warrant that You are not a (i) broker or professional buyer acting on behalf of an end client, either an individual or an entity, to charter an aircraft; (ii) travel agency; (iii) marketing agent selling aircraft charter(s) on behalf of aircraft operators; (iv) global distribution system (GDS's); (v) online travel agent (OTA's); or (vi) any other person or entity that sells travel to or facilitates travel for independent third parties.

4.5 You may only access the Service using the Website or other means expressly authorized by Hendrix. It is your responsibility to check to ensure. Hendrix reserves the right to terminate these Terms of Use and take any further action necessary to remedy your use of the website with an incompatible or unauthorized device.

4.7 You agree that Avinode, Inc. is a third-party beneficiary of any and all representations and warranties made by You in these Terms of Use that relate to your use of charter search functions or data via the Application and Avinode, Inc. shall have the right to enforce the representations and warranties above as they relate to your use of the charter search functions or data via our services.

4.8 Export Control. You agree not to use the website in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries, including but not limited to the Export Control Reform Act and its associated regulations).

Any rights not expressly granted to You under these Terms of Use are reserved by Hendrix. No licenses or rights are granted to You by implication or otherwise under any intellectual property rights owned or controlled by Hendrix or its licensors, except for the licenses and rights expressly granted in these Terms of Use.

5. License Restrictions.

5.1 You 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 Application in any way; (ii) modify or make derivative works based upon the Application; (iii) create Internet “links” to the Service or “frame” or “mirror” any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application 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 Application, or (c) copy any ideas, features, functions or graphics of the Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application.

5.2 You 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 violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application or Service or its related systems or networks.

6. Violations.

Hendrix will have the right to investigate and prosecute violations of these Terms of Use to the fullest extent of the law. Hendrix may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that Hendrix has no obligation to monitor your access to or use of the Service. Hendrix reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Hendrix, at its sole discretion, considers to be in violation of these Terms of Use or otherwise harmful to the Service or Application.

9. Copyright Policy.

Hendrix respects copyright law and expects its users to do the same. It is Hendrix's policy to terminate in appropriate circumstances members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

10. SMS Messaging.

If You select this feature and have SMS service from one of the supported Carriers, You can receive notifications via SMS. Messaging and data rates may apply. If You change your mobile phone service provider, the service may be deactivated and You will need to re-enroll in the notification service. Hendrix reserves the right to cancel and/or reinstate the notification service at any time. For more information, please write to info@hendrixjets.com.

11. Intellectual Property Ownership.

Hendrix alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Application or the Service. These Terms of Use are not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by Hendrix. The Hendrix name, Hendrix logo, and the product names associated with the brand and Services are trademarks of Hendrix or third parties, and no right or license is granted to use them.

12. Third Party Interactions.

12.1 During use of the Application and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers or sponsors showing their goods and/or services through the Application. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Hendrix and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. Hendrix does not endorse any sites on the Internet that are linked through the Services, and in no event shall Hendrix or its licensors be responsible for any content, products, services or other materials on or available from such sites or third-party providers. Hendrix provides the Services to you pursuant to the terms and conditions of

these Terms of Use. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and Hendrix disclaims any and all responsibility or liability arising from such agreements between you and the third-party providers.

12.2 Hendrix may rely on third party advertising and marketing supplied through the website or Service and other mechanisms to subsidize the Application. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If You do not want to receive such advertising, you should notify us in writing. Hendrix reserves the right to charge you a higher fee for the Application should you choose not to receive these advertising services. Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

13. Indemnification.

13.1 By entering into these Terms of Use and using the Application, You agree that you shall defend, indemnify and hold Hendrix, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, 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: (a) your violation or breach of any term of these Terms of Use or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of transportation services arranged via the Application, or (c) your use or misuse of the Application.

14. Disclaimer of Warranties.

14.1 THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR APPLICATION. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE SERVICE OR APPLICATION WILL MEET YOUR 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 BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR APPLICATION 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 APPLICATION IS PROVIDED TO YOU 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 THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATION AND SERVICE, AND ANY THIRD-PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. Internet Delays.

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

16. Limitation of Liability.

16.1 IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY 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). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR APPLICATION, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR APPLICATION, EVEN IF THE COMPANY AND/OR ITS

LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR LOGISTICS SERVICES WITH THIRD-PARTY PROVIDERS, INCLUDING FOR THE PURPOSES OF BOOKING AIR CHARTER SERVICES. YOU EXPRESSLY WAIVE AND RELEASE FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS. THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD-PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE APPLICATION OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. YOU 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."

16.3 THE QUALITY OF ANY AIR CHARTER SERVICES SCHEDULED THROUGH THE SERVICE OR APPLICATION IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE APPLICATION AND SERVICE, YOU MAY BE EXPOSED TO AIR CHARTER SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE APPLICATION AND THE SERVICE AT YOUR OWN RISK.

17. Notices.

Hendrix may give notice by means of a general notice on the Application, electronic mail to your email address on record with Hendrix, or by written communication sent by first class mail or pre-paid post to your address on record with Hendrix. 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 immediately upon receipt (if sent by email). You may give notice to Hendrix (such notice shall be deemed given when received by Hendrix) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Hendrix at the following address: 4275 Executive Square, La Jolla CA 92037: Legal Department.

18. Assignment.

These Terms of Use may not be assigned by You without the prior written approval of Hendrix but may be assigned without your consent by Hendrix to (i) a parent, subsidiary, or affiliate (ii) an acquirer of equity or assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

19. Governing Law.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of law principles.

20. Dispute Resolution.

20.1 Arbitration. Any claim or dispute arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service or Application (collectively, "Disputes") between the Parties and/or against any agent, employee, successor, or assign of the other, whether related to this agreement or the relationship or duties contemplated herein, including the validity of this clause, shall be resolved exclusively by binding arbitration by the American Arbitration Association by a sole arbitrator, under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect, which are deemed to be incorporated herein by reference. The place of arbitration shall be Broward County, Florida. Except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. The existence and content of the arbitration proceedings and any rulings or award shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything to the contrary, either party may disclose matters relating to the arbitration or the arbitration proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration.

20.2 CLASS ACTION WAIVER. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. THE ARBITRATOR'S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN MEMBER AND HENDRIX ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. NO ARBITRATION AWARD OR DECISION WILL

HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS AND CONDITIONS AND WITHOUT WAIVING EITHER PARTY'S RIGHT OF APPEAL, IF ANY PORTION OF THIS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THE ARBITRATION PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT.

21. General.

21.1 Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between you, Hendrix or any third-party provider as a result of these Terms of Use or your use of the Application, except as expressly provided in these Terms.

21.2 Severability. If any provision of these Terms of Use 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.

21.3 No Waiver. Hendrix's failure to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision, unless acknowledged and expressly agreed to by Hendrix in writing.

21.4 Entire Agreement. These Terms comprise the entire agreement between you and Hendrix and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding your access to and use of the Application.

21.5 Seller of Travel. Hendrix Global LLC is registered with the State of Florida as a Seller of Travel. Registration No. ST42114.