

MAXjet Airways, Inc. Contract of Carriage

International air transportation by MAXjet Airways, Inc., a United States scheduled passenger and cargo carrier, referred to in this Contract of Carriage as “Carrier” or “MAXjet” is subject to the following terms and conditions contained in this Contract of Carriage and, where applicable, also subject to treaties, government regulations, and tariffs on file with the United States Department of Transportation and various other governments. By making a reservation or accepting transportation on MAXjet, the passenger agrees to be bound by all of the following terms and conditions.

1. Definitions

Agreed stopping places are the places set out in a passenger’s ticket or shown in MAXjet timetables as scheduled stops on a passenger’s route, which are neither the place of departure nor the destination.

Airline designator code is the two or three letters or the number and letter that identify particular airlines, assigned by the International Air Transport Association or the United States Federal Aviation Administration. MAXjet’s code is MY.

Authorized Agent is a passenger sales or travel agent that represents MAXjet in selling air travel.

Baggage is the personal property, checked or unchecked, that accompanies a passenger on his or her flight.

Baggage check is the part of a passenger’s ticket that relates to his or her checked baggage.

Baggage identification tag is the document that MAXjet gives a passenger that allows MAXjet to identify each piece of a passenger’s checked baggage. This is often referred to as the “Bag Tag”.

Carriage refers to the transportation of passengers and/or baggage by air, together with any related services of Carrier in connection with such transportation.

Carrier means MAXjet Airways, Inc.

Carry on Baggage is an item that fits the MAXjet carry-on baggage dimensions of 9 inches by 14 inches by 22 inches and is limited to one per passenger. A passenger is also permitted to carry on-board one personnel item such as a purse, laptop case, small backpack, camera case or briefcase. This personal item does not count toward the

customer baggage limit or the carry-on baggage limit. Carry-on baggage may be limited if there is insufficient storage in accordance with the MAXjet Carry-On Baggage Manual.

Checked baggage is baggage that MAXjet has taken into its possession for which a baggage identification tag, a baggage check or bag tag has been issued. This baggage travels in the hold of the aircraft. Each item of baggage may not exceed 62 linear inches.

Check-in deadline is the time by which a passenger must have completed check-in and received a boarding pass.

Convention means, whichever of the following applies:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929 ("Warsaw Convention").

The Warsaw Convention, as Amended at the Hague, 1955 ("Hague Protocol").

The Warsaw Convention, as Amended at the Hague, 1955 and by Protocol No. 4 of Montreal, 1975 ("Montreal Protocol No. 4").

The Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal 1999 ("Montreal Convention").

Coupon is a paper or electronic flight coupon that entitles named the named customer/passenger to travel on the flight the coupon identifies.

Customer / Passenger is any person who enters into a Contract of Carriage or other agreement by which the person is to be transported in an aircraft with the consent of Carrier and who has acted upon that contract or other agreement by checking in for transportation and receiving a boarding pass or other means of identification for that transportation, whose subsequent movements are made in direct response to the places, times and means of transportation that are directly involved with, made as a consequence of, and thus governed by, the air carrier operations conducted by the Carrier. A person shall cease to be a passenger when that person's movements are no longer governed by the air carrier operations conducted by the Carrier pursuant to the contract of transportation, contract of carriage or other agreement with the Carrier. A person who is identified, at any time and in any way, as a knowing participant in the commission of a War Risk Occurrence or whose name is on a "no fly" list issued by the United States Government, shall not be considered to be a passenger for the purposes of this Contract.

Damage includes death of, wounding of, or bodily injury to a passenger. This also includes loss, partial loss, theft of, or other damage to baggage arising out of, or in connection with, either carriage on a flight MAXjet operates or other services MAXjet provides.

Individual with a disability is a person who:

- A. Has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities,

- B. Has a record of such an impairment, or
- C. Is regarded as having such an impairment, as further defined in the US Department of Transportation regulations in 14 CFR Part 382.5.

Individual with a Qualified Disability means an individual with a disability who:

- A. With respect to accompanying or meeting a traveler, use of ground transportation, using terminal facilities or obtaining information about schedules, fares or policies, takes those actions necessary to avail himself or herself of facilities or services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by Carrier;
- B. With respect to obtaining a reservation for air transportation on Carrier, offers or makes a good faith attempt to offer to purchase or otherwise to validly obtain a reservation;
- C. With respect to obtaining air transportation on other services or accommodations required by Department of Transportation regulations in 14 CFR Part 382:
 - i. Purchases or possesses a valid reservation for air transportation on Carrier and presents himself or herself at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained;
 - ii. Meets reasonable, nondiscriminatory Contract of Carriage requirements applicable to all passengers; and
 - iii. Whose carriage will not violate the requirements of the Federal Aviation Regulations or, in the reasonable expectation of Carrier personnel, jeopardize the safe completion of the flight or the health or safety of other persons.

Electronic coupon is an electronic flight coupon for an electronic ticket held in MAXjet's computer database.

Electronic ticket is an itinerary and receipt, electronic coupons and any boarding document that MAXjet has issued to its passengers.

Events beyond your control are unusual and unforeseen circumstances which a passenger cannot control and the consequences of which could not have avoided even if the passenger had taken all due care.

Flight/Passenger coupon is the part of a passenger's ticket which has the words "Good for Passage" or "Valid for Travel" printed on it. In the case of an electronic ticket, it means the electronic coupon. The flight coupon shows the places of departure and destination between which MAXjet will transport the passenger.

Fare refund is a refund of the fare for your ticket. Such refund, if paid by credit card will be refunded to the credit card. If paid in currency, the refund, where possible, will be made in the same currency or, as determined by MAXjet in US Dollars, UK Pound Sterling or in Euros.

Passenger is any person or customer who holds a ticket and is to be carried on the aircraft by MAXjet, except crewmembers. A person shall cease to be a passenger when that person's movements are no longer governed by the air carrier operations conducted by the Carrier pursuant to the contract of transportation, contract of carriage or other agreement with the Carrier. A person who is identified, at any time and in any way, as a knowing participant in the commission of a War Risk Occurrence shall not be considered to be a passenger for the purposes of this Contract.

SDR are Special Drawing Rights as defined by the International Monetary Fund.

Stopover is a scheduled stop on a passenger's journey at a point between the place of departure and the place of destination.

Tariffs mean the international passenger fares and rules that may be publicly filed with the United States Department of Transportation or other Government.

Ticket is generally an electronic ticket but may also be called a Passenger Ticket and baggage check, which MAXjet or our Customer Service Agents have issued.

Transit passenger a passenger arriving at an airport for onward travel to another country either on the same flight from that airport, on a connecting flight from that airport or on a connecting flight from another airport. *MAXjet does not interline and therefore does not maintain separate facilities for transit passengers.*

Unchecked baggage or carry-on baggage is passenger baggage other than checked baggage. This is the baggage that accompanies the passenger on the aircraft.

Validity period is the period for which the ticket is valid. Unless otherwise stated in the ticket or travel document, this is one year.

2. Nature of Contract

This Contract applies to and governs only MAXjet's routes. No agent, servant or representative of MAXjet has the authority to change or waive any provision of this Contract of Carriage unless authorized in writing by a MAXjet corporate officer.

3. Reservations

- A. All reservations on Carrier are confirmed and delivered electronically. Payment must be made at the time of reservation.
- B. No person shall be entitled to transportation without a valid, confirmed reservation. No reservation shall be considered confirmed until payment in full has been received.
- C. With the exception of involuntary fare refunds described in Section 26 below, all reservations on Carrier are non-refundable.
- D. All reservations are non-transferable and non-assignable unless specifically approved by MAXjet 24 hours prior to the flight departure. MAXjet has no obligation to permit the transfer or assignment of a reservation.. Reservations may only be used by the passenger named on the reservation at the time the reservation is made. MAXjet will require the passenger to confirm his or her identity at check-in or boarding. MAXjet will accept a valid Passport as evidence of identity.
- E. Carrier reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or government regulation or Carrier's rules and regulations.

4. Changes and Cancellations

- A. Reservations may be changed up to the scheduled departure time for a \$100 change fee plus any applicable fare change.
- B. Reservations must be cancelled 12 hours prior to the scheduled departure time or the fare will be forfeited. No refunds are allowed except for passenger traveling on tickets that are either Y or P fare codes. A passenger canceling his or her reservation before the deadline specified here will be entitled to a credit for future transportation on Carrier. This credit is valid for one (1) year toward transportation on Carrier and is subject to a \$100 change fee. The credit may be used to book a new reservation in the name of the passenger or in the name of any other person designated by the passenger and approved by MAXjet.
- C. Failure of a passenger to adhere to the following time requirements may result in the cancellation of the passenger's reservation and forfeiture of payment:

For international travel:

- i. Passengers must obtain a boarding pass at least ninety (90) minutes prior to scheduled departure;
- ii. Passengers must be present in the boarding gate area sixty (60) minutes prior to the scheduled or posted aircraft departure time.

- D. Carrier will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental regulations or requests. If the reservation is not honored because of applicable government regulations or requirements, a refund will be provided in accordance with this Contract.
- F. When a round trip or multi-segment reservation has been made and the passenger fails to honor his or her reservation for the first portion of the trip, Carrier may cancel, without notification, the return portion or the continuing portion of the passenger's reservations.

5. Group Reservations

Ten or more passengers booked as a group traveling on the same itinerary must make reservations through the Carrier's group desk at the Reservation Call Center. Such group reservations are subject to all applicable group policies and procedures established by Carrier.

6. Fares

- A. Transportation on Carrier is subject to the fares, taxes and charges in effect on the date on which the confirmed reservation is made. If the reservation has been confirmed before an increase in the fare becomes effective, the reservation shall be honored for transportation as purchased.
- B. Fares apply only between the points named and via the routing as shown in Carrier's current schedule and are not applicable to or from intermediate points.
- C. All of Carrier's fares are non-refundable, except for involuntary refunds described in Section 26 below and as specified in this Contract of Carriage.
- D. Carrier does not offer special fares for infants, children, senior citizens, military personnel or any other category of passenger.
- E. Carrier reserves the right to collect additional taxes, fees, charges imposed by governmental entity after the reservation has been made and paid for, but before transportation commences.

7. Unaccompanied Minors

- A. Carrier will not allow any child under the age of 16 years to travel on any flight unless accompanied by a passenger 16 years of age or older.

- B. Passengers 16 years of age and over are considered adults for purposes of this Section 7.

8. Infants and Small Children; Child Restraint Systems; Pregnant Women

- A. Carrier encourages all adults traveling with children under the age of 2 to secure the child in an FAA approved child restraint system or approved car seat in the child's own, purchased seat. As proof of age, passenger must present the infant's passport at the time of travel. Infants between 7 and 14 days old must have written approval from a licensed physician to travel. MAXjet does not accept infants under seven days old. Except for Infants under the age of 2 held in laps, MAXjet reserves a seat for each child and each child must have a reservation and a ticket. Passenger must advise that he or she will be traveling with an infant at the time the reservation is made. If this information is not provided in advance the passenger and accompanying child may be denied carriage due to the need to place the child in a seat next to the accompanying passenger.

- B. Car Seats used for Infants

- i. Under United States regulations Car seats manufactured since 1985 must state, in red lettering, "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT." In addition, the car seats must state "This child restraint system conforms to all applicable Federal motor vehicle safety standards." (This second statement need not be in red lettering.)
- ii. Car seats manufactured before 1985 must state "This child restraint System conforms to all applicable Federal motor vehicle safety standards."
- iii. United Kingdom car seats are acceptable if they have a sticker on them approved by the United Kingdom Government that denotes that they are approved for use on aircraft.
- iv. MAXjet flight attendants may, in their discretion, approve the use of a car seat that was acquired in a country other than the United States or United Kingdom.

- C. Other Child Seat Requirements

- i. Child restraint seats may not be used in an emergency exit row or immediately forward or aft of an emergency exit row. Where possible the device should be placed in the window seat or in a row so as not to obstruct the egress of any other customer,
- ii. It is the responsibility of the child's parent or accompanying adult to ensure that the restraint device functions correctly, that the child is

adequately secured by the device, that the child's weight does not exceed applicable limitations and that the device has been properly secured to the aircraft seat.

- iii. Children may not be placed in booster seats, restraint vests, restraint harnesses and other devices not meeting the FAA requirements set forth above.

D. Pregnant Women

MAXjet will allow women who are up to seven (7) months pregnant to travel without a doctor's permission. Any woman that is seven (7) months pregnant or more must submit an original document from her physician on official letterhead or script pad stating that she is fit to fly. This information must be available to the Customer Service Agent upon check-in. If the customer is traveling round trip, the note should indicate that she will be fit to fly on the return trip also.

9. Inspection of Passengers and Baggage

The United States Government requires that baggage tendered for transportation either as checked baggage or as carry-on baggage be subject to inspection for security reasons. Passengers and their baggage are subject to inspection with an electronic detector or other inspection devices with or without the passenger's consent or knowledge. If items unacceptable for carriage, as determined by the United States Government, the foreign government or this Contract of Carriage are found, the passenger or the passenger's baggage may be denied transportation.

10. Carry-on Baggage

- A. All carry-on baggage must be stowed in an overhead bin or placed completely under the passenger seat directly in front of the passenger. Carry-on baggage is the sole responsibility of the passenger. Claims for lost, forgotten, or stolen carry on baggage will not be accepted by MAXjet.
- B. Passengers are restricted to one (1) carry-on item that does not exceed external dimensions of twenty two inches by fourteen inches by nine inches (22" x 14" x 9"). In addition to the one (1) carry-on item, each passenger may carry a small personal item such as a purse, briefcase, laptop computer case, small backpack, or a small camera case. The personal item may not exceed external dimensions of eighteen inches by fifteen inches by eight inches (18" x 15" x 8"). On any given flight, Carrier reserves the right to further restrict the number of carry-on items as circumstances may require. Storage of Carry-on items are subject to provisions of the MAXjet Carry-on Baggage Manual.
- C. Mobility and other assistive devices upon which a passenger with a disability is dependent may be carried in the cabin in addition to the cabin baggage allowance.

There is no limit to the number of mobility items or aids that an individual with a disability may take on the aircraft. All mobility items must be stowed in close proximity to the customer's seat and take priority over other customers carry-on baggage pursuant to 14 CFR 382. Such device must be approved for in-cabin transport by MAXjet and must fit in an approved storage area in the cabin.

- D. Pets and animals are not allowed to be transported on Carrier except for service animals.
- E. Service Animals
 - i. Service animals are not accepted on flights destined for the United Kingdom because of United Kingdom prohibitions. For flights to other destinations, passengers must advise MAXjet at the time of reservation if they intent to bring a service animal.
 - ii. Carrier will permit dogs and other service animals used by persons with a disability to accompany the persons on a flight at no charge.
 - iii. Carrier will accept as evidence that an animal is a service animal if presented with identification cards issued by an approved organization, other written documentation, presence of harnesses or markings on harnesses, tags, or the reasonably credible verbal assurances of the qualified individual with a disability using the animal.
 - iv. Carrier will permit a service animal to accompany a qualified individual with a disability in any seat in which the person sits unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Service animals may not occupy a seat.
 - v. Animals in training will not be transported.
 - vi. It is the responsibility of customer to provide proper documentation for the international destination for the service animal.
 - vii. Customer will be denied boarding if proper documentation is not provided for service animal at check in and MAXjet will not be held responsible for refunding the cost of the ticket. The Station Manager has discretion to provide vouchers or service recovery packages.
- F. Musical instruments (such as basses, cellos and guitars) or other large, fragile or irregularly shaped items of a size that prevents the instrument or item from being handled as normal carry-on baggage, and electronic equipment of a size that prevents it from being handled as normal carry-on baggage will be accepted as

Cabin Seat Baggage in accordance with the MAXjet Carry-on Baggage Manual subject to the following:

- i. The instrument or equipment must be contained in a case;
- ii. The charge applicable to transportation of this instrument or equipment and its case shall be no greater than the fare for each seat used;
- iii. Reservations for the seat or seats occupied by the instrument will be accepted when the passenger's reservation is made.
- v. The item may not obstruct fasten seat belt or no smoking signs and must be of such a nature that it can be secured to a seat and does not obstruct egress by other passengers in the event of an emergency.

If a Customer requests that an item of baggage be carried in the cabin, and it is determined by MAXjet that the item is acceptable as cabin baggage, but it is so fragile or bulky as to require the use of a seat, the provisions specified in this paragraph will apply. The Cabin Seat Baggage must be carried aboard by the customer. The Cabin Seat Baggage must be placed in a seat behind a bulkhead, class divider or windscreen and furthest from the aisle. It must be packaged or covered in a manner to avoid possible injury to Customers. It must be properly secured by a safety belt to eliminate the possibility of shifting. The Customer and baggage must be seated in the same cabin. The Cabin Seat Baggage must not exceed 150 pounds or 68 kilograms. Its location must not restrict access to or use of any required emergency or regular exit or of the aisle in the cabin. The location must not obscure any Customer's view of the "Seatbelt" sign or the "No-Smoking" sign or any Exit sign. MAXjet will charge the applicable full fare for that portion of the trip on which the extra seat is used. The Cabin Seat Baggage will not be included in determining free baggage allowance or excess baggage charges.

- G. MAXjet may refuse baggage articles or items, at carrier's discretion, that might create a risk of harm to the aircraft, its crew or its passengers.

11. Checked Baggage

Subject to the restrictions set forth hereafter, Carrier will check the baggage of a fare-paying passenger for the flight on which the passenger is traveling. Baggage will not be transported on any flight other than the flight on which the passenger is traveling. Carrier will not check baggage to a destination beyond the final destination on the passenger's reservation. Acceptance of baggage by Carrier is subject to the following terms and conditions:

- A. Each piece of baggage must have a current identification tag or label on the outside or inside containing the passenger's name, address and telephone number;

- B. Carrier will refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage;
- C. Carrier will not accept as baggage any article which cannot be carried in the baggage compartment of the aircraft pursuant to either MAXjet rules and procedures or government regulations. Passengers may check baggage up to 4 hours prior to their scheduled departure provided that the passengers remain in the airport facility.

12. Free Baggage Allowance

Carrier will allow passengers with confirmed reservations the following free baggage allowance:

- A. Two (2) pieces of checked baggage per passenger are allowed. Larger items are subject to the excess baggage charges described below. Items in excess of 70 pounds or 32 kilograms are subject to the excess baggage charges described below.
- B. One infant stroller and one infant car seat may be checked in addition to the free baggage allowance at no charge for each passenger with an infant.
- C. Mobility and assistive devices which cannot be carried in the cabin due to space limitations will be checked and carried in addition to free baggage allowance, without charge, provided the passenger is dependant upon such items.

13. Excess Baggage Charge

- A. Baggage in excess of the free allowance described above is subject to a charge of \$50 per piece which is governed by Section 34 below. Baggage in excess of 62 inches but less than 80 inches (sum of outside length plus outside height plus outside width) will be charged an oversize charge of \$50 per piece. Baggage in excess of 80 inches will not be accepted as checked baggage. Baggage over 70 pounds or 32 kilograms will not be accepted by MAXjet.
- B. Passengers may check the following items of sporting equipment, with each listed category counting as one bag for purposes of the free baggage allowance:
 - i. One golf bag and one pair of golf shoes;
 - ii. One fishing rod, in a cylindrical container and one fishing tackle box;
 - iii. One pair of snow skis or one snowboard packed in a suitable container, together with one pair of ski boots;

- iv. One pair of water skis, one tow rope and one life preserver belt or vest, packed in a suitable container;
 - v. One sporting gun case holding no more than two rifles, two shotguns, or four pistols, each unloaded, subject to restrictions on firearms set forth in Section 14 below and Section 34 below for international destinations; or
 - vi. One bowling ball, bag and shoes. Sporting equipment items in excess of the two bag allowance will be subject to standard excess baggage charges. Refer to Section 34 below for regulations relating to travel to international destinations.
- C. The following articles are excluded from the baggage weight and size limitations set forth above and shall be acceptable for carriage upon the passenger's compliance with all special packing requirements and payment of applicable fees set forth below:
- i. Single seat, non-motorized bicycles will be accepted as baggage if packaged in a bicycle carton. Pedals and handlebars must be removed and stored so as to not create a risk of damage to other baggage. If the bicycle carton exceeds 62 overall dimensional inches, the excess baggage fee for oversized items will be charged in addition to a \$50 fee for each bicycle.
 - ii. Surfboards, when properly packed to prevent damage to the board and other baggage, will be accepted as checked baggage. There is a \$50 fee for each surfboard.
 - iii. Windsurfing boards, when properly packed to prevent damage to the board, sail, boom, and to other baggage, will be accepted as checked baggage. There is a \$50 fee for each windsurfing board.

Each of the items above may be accepted and counted as one bag for purposes of the baggage allowance. Please note that there are charges for each of the items.

- D. Permitted Carry-on Baggage that can not be accommodated in the cabin will be checked. The passenger will not be charged for this.

14. Firearms

Firearms may be carried as checked baggage for travel to interstate or international destinations. For travel to international destinations, the passenger is responsible for obtaining any supporting documents and government approvals, if any, required by the destination country. Firearms are required to be packaged in a hard-sided lockable case with the ammunition packaged separately. The firearms must be declared unloaded and the customer must sign a statement identifying that this is true. Additionally, for flights

originating or terminating in the United Kingdom, special procedures apply and advance arrangements must be made with MAXjet. A customer may have up to 2 rifles or shotguns in a case specifically designed to hold the firearms or up to 5 pistols or handguns in a case together. Each customer may not have more than 11 pounds or 5 kilograms of ammunition packaged in wood, metal, fiber or the manufacturer's original packaging. Multiple customer allowances for ammunition may not be combined.

15. Dangerous Goods

United States law prohibits hazardous materials from being included in either checked or carry-on baggage. Items such as explosives, compressed gases, oxidizers, corrosives, flammable liquids and solids, loaded firearms, radioactive materials and poisons are considered hazardous. Some common examples of prohibited items include paints, mace/tear gas, lighter fluid, oxygen bottles and fireworks. Other common items that may be carried, in limited quantities, within baggage include hairspray, perfume, and certain medicines that the passenger must use during flight.

16. Wheelchairs and Wheelchair Batteries

Carrier will accept wheelchairs, whether manually operated or battery operated, as checked baggage on the same flight as the passenger who uses the device, unless the customer requests stowage within the cabin and no other customer has previously requested such in-cabin stowage. MAXjet has the capability of carrying only one wheel chair in the cabin. If the passenger desires to board a wheelchair in the cabin, the customer service agent will accommodate the wheelchair on a first come, first serve basis. The wheelchair must be of a folding collapsible type that will fit in available space. MAXjet will accept additional wheelchair batteries, crutches, braces or other prosthetic devices as checked baggage on the same flight. Carrier will accept battery-powered wheelchairs with the battery attached if the battery is labeled by the manufacturer as non-spillable. Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be placed in special shipping boxes. Due to the advance notice requirement that may apply to obtaining these boxes, passengers should advise Carrier at least 48 hours before departure of the need for an appropriate battery box. As described in Section 12C and Section 18 respectively, excess baggage charges do not apply.

17. Medical Equipment and Supplies

Carrier does not carry (in the aircraft cabin or baggage hold area) stretchers, incubators or medical oxygen.

18. Baggage - Limitation of Liability

Carrier will accept as checked baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following conditions:

A. International Transportation:

For international transportation governed by the Warsaw Convention and its amendments, Carrier's liability for loss, damage, or delay of checked baggage is limited to provable damages of 17 Special Drawing Rights per kilogram (approximately \$20.00 per kilo) or approximately \$9.07 per pound and Carrier's liability for loss, damage, or delay of unchecked baggage is limited to provable damages of 332 Special Drawing Rights per passenger. For international transportation governed by the Montreal Convention, MAXjet's liability for loss, damage, or delay to checked or unchecked baggage is limited to provable damages of 1,000 Special Drawing Rights per passenger.

B. Carrier will be liable for personal property only for the period in which it is in the custody of Carrier. Carrier will assume no liability or responsibility for property carried onboard an aircraft by a passenger and retained in the custody of the passenger.

C. Carrier liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. When excess value is declared, baggage will be checked and excess valuation charges collected only to destination.

D. Carrier assumes no responsibility or liability for money, jewelry (including watches), cameras, video, audio and other electronic equipment (including computers), silverware, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, furs, irreplaceable books, or publications and similar valuables contained in checked or unchecked baggage. Excess valuation may not be declared on any such items. Passengers are encouraged to carry such valuable items personally. Carrier reserves the right to require the passenger to sign a limited liability release before accepting any such items for transportation. If any valuable items of the type described in this paragraph are lost, damaged or delayed, passenger will not be entitled to any reimbursement or compensation from Carrier, whether or not a limited liability release has been signed by passenger.

E. Carrier shall not be liable for loss or damage to baggage wheels, pockets, pull handles, zippers, hanger hooks, external locks, pull straps or security straps. In addition, Carrier shall not be liable for loss or damage to articles (including zippers) caused by manufacturer's defect or overpacked baggage.

F. MAXjet's liability for loss, damage or delayed delivery of checked or transferred baggage is limited to the actual value of the baggage or \$2800.00, whichever is

less, unless the passenger declares a higher value (not to exceed \$5000.00 including the \$2800.00 standard liability per passenger) and pays MAXjet at the time of check-in a sum of \$2.00 per \$100.00 (or any portion thereof) in excess of \$2,800.

- G. Customers with disabilities traveling with wheelchairs or other mobility devices are exempt from liability restrictions for loss, damage or delays to these items for both domestic and international travel.
- H. MAXjet assumes no liability for articles carried in the passenger cabin.
- I. MAXjet assumes no liability for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear.

19. Fragile and Perishable Items as Baggage

Carrier assumes no liability for fragile or perishable goods. Excess valuation may not be declared on such items. Carrier, in its discretion, may refuse to accept any fragile or perishable goods. If Carrier does accept such goods for transportation, it reserves the right to require the passenger to sign a limited liability release with respect to such goods. (Carrier shall not be responsible for loss, damage or delay of such fragile items whether or not such a limited release has been signed by the passenger.) Fragile items include, without limitation, items such as the following: bicycles, blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, musical equipment, paintings, perfumes, plants, sculptures, stuffed animals, trophies, vases and wines. Perishable items include, without limitation, items such as fruits, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants. (Such items may also be subject to applicable agriculture rules of the origin and destination jurisdiction.)

20. Improperly Packaged and Damaged Items; Late Items

Carrier reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked, or that are presented to be checked as baggage less than 60 minutes before scheduled flight departure. Refer to Section 34 below for regulations relating to travel to and from international destinations. As a condition of accepting such items, Carrier may require the passenger to sign a limited liability release form.

21. Smoking

Smoking aboard the aircraft is prohibited in accordance with US Law.

22. Notice of Claims

International transportation, written notice of claim for loss or damage in delivery of baggage shall be made to the carrier at the latest within four (4) hours of arrival. In the case of delay, written notice of claim shall be made at the latest within seven (7) days from the date on which the baggage was returned to the passenger. Legal action on any claim described above must be brought within one year from arrival of the passenger at his/her place of destination, or from the date on which the carriage stopped.

23. Advice to International Passengers on Carrier Liability

Where a passenger's journey involves an ultimate destination or stopover in a country other than the country of departure, the Convention may apply to the entire journey, or any portion entirely within the country of origin or destination, and may govern, and in some cases limit, the liability of Carrier for death or personal injury, delay, and for loss or damage to baggage. Under the Montreal Convention, where applicable, and under special contracts to which Carrier is a signatory, Carrier agrees to not limit its liability as to any claim for recoverable compensatory damages for personal injury or wrongful death arising under Article 17 of the Convention. Under special contracts, Carrier agrees to not avail itself of the defenses available under Article 20(1) of the Warsaw Convention with respect to that portion of damages that does not exceed 100,000 SDRs. Except as here provided, Carrier reserves all defenses available under the Convention to such claims and, with respect to third parties, Carrier reserves all rights of recourse against any other person including, without limitation, rights of contribution and indemnity.

24. Refusal to Transport

The following passengers will be refused transportation or will be removed from the aircraft after acceptance on Carrier:

- A. Passengers whose transportation on Carrier must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.
- B. Passengers whose transportation on Carrier is reasonably deemed by Carrier to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported.
- C. Passengers who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification.
- D. Passengers requiring medical oxygen for use on board the aircraft, incubators or hook-ups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher.

- E. A Qualified Individual with a Disability pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a Qualified Disabled Individual be accompanied by an attendant as a condition of being provided air transportation under the following circumstances:
- i. A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4);
 - ii. A person with mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft;
 - iii. A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel adequate to permit transmission of the safety briefing required by 14 CFR Parts 121.571 (a) (3) and (a) (4);
 - iv. If the carrier determines that a person meeting the criteria of paragraph E (i), (ii) or (iii) of this Section must travel with an attendant (contrary to the individual's self-assessment that he or she is capable of traveling independently) MAXjet will not charge for the transportation of the attendant while accompanying a qualified disabled passenger requiring an attendant at the carrier discretion:
 - a) If, because there is not a seat available on a flight for an attendant whom Carrier has determined to be necessary, a disabled person with a confirmed reservation is unable to travel on the flight, the disabled person will be eligible for denied boarding compensation;
 - b) For purposes of determining whether a seat is available for an attendant, the attendant shall be deemed to have checked in at the same time as the disabled person.
 - c) **Passengers Occupying Two Seats.** If a passenger may need additional space because of a physical reason, MAXjet may, at its discretion, provide two seats to the customer upon request if adjacent seats are available. If a passenger cannot fit in a seat, transportation may be denied and a refund of the ticket price made.
 - d) **Failure to occupy space.** If a passenger is not at the gate area and has checked in at the gate 15 minutes prior to departure, standby passengers or non-revenue passengers may be boarded. In such a case, MAXjet will accommodate the late arriving passenger on a subsequent flight with space.

- F. Comfort and Safety – Carrier reserves the right not to transport passengers in the following categories where refusal or removal may be necessary for the comfort or safety of other passengers:
- i. Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating or violent;
 - ii. Persons who are barefoot and over two years old;
 - iii. Persons who are unable to sit in the seat in the full upright position with the seat belt fastened;
 - iv. Persons who appear to be intoxicated or under the influence of drugs;
 - v. Persons who are known to have a contagious disease;
 - vi. Persons who refuse to comply with instructions given by Station Management, Supervisory personnel or Uniformed Flight Crew Members prohibiting the solicitation of items for sale or purchase, including airline tickets, passes or travel award certificates;
 - vii. Persons who have an offensive odor, except where such condition is the result of a qualified disability;
 - viii. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in United States Transportation Security Administration Regulations (previously FAR 108.11) and are in compliance with any other regulations of the origin and the destination country;
 - ix. Manacled persons in the custody of law enforcement personnel; persons brought to the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier personnel objection to the flight;
 - x. Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition is unacceptable for passage;
 - xi. Passengers between the age of seven (7) and fourteen (14) days, unless a licensed physician approves travel; pregnant women more than 7 months pregnant without a Doctor's note.
 - xii. Passengers who are unwilling or unable to abide by Carrier no-smoking rules.

- xiii. Passengers who have refused to allow a security check to be carried out on themselves or their baggage.
 - xiv. Passengers that refuse to obey the instructions of MAXjet's Customer Service Agents or members of the aircraft crew related to safety or security.
 - xv. Passengers that destroy their travel documents during flight.
 - xvi. Passengers that refuse to allow MAXjet to photocopy their travel documents.
 - xvii. Passengers that refuse to give their travel documents to a member of the crew of the aircraft when asked to do so.
 - xviii. Passengers that ask the relevant government authorities for permission to enter countries in which they have landed as a transit passenger.
 - xix. However, Carrier will not refuse to provide transportation to a Qualified Disabled Individual solely because the person's disability results in appearance or involuntary behavior that may offend, annoy or inconvenience crewmembers or other passengers. Carrier will not provide inflight special services including, but not limited to, assistance in actual eating, assistance within the restroom or assistance at the passenger's seat with elimination functions, or provision of medical services.
- G. The tickets of any passenger refused passage or removed enroute under the provisions of this section 24 will be refunded in accordance with Section 26 below. Such a refund shall be the sole recourse of any passenger refused passage or removed enroute. **UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.**

25. Failure to Operate as Scheduled

- A. If MAXjet cancels or otherwise fails to operate any scheduled flight, Carrier will, at the request of the passenger either:
- i. Transport the passenger on another of Carrier's flights on which space is available at no additional charge, or
 - ii. Provide passenger with a full refund in accordance with Section 26 below. Carrier shall have no other liability or responsibility to any passenger as a result of a failure to operate any flight.

- B. Carrier will endeavor to carry passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage. Carrier may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit intermediate stops shown on the reservation. All schedules are subject to change without notice.
- C. Carrier is not responsible and assumes no liability for failure to make connections on its own flights or the flights of any other airline. UNDER NO CIRCUMSTANCES SHALL CARRIER BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

26. Refunds

Passengers that hold non-refundable fares are not entitled to a refund when the passenger cancels, changes or fails to use his or her reservation. (See Section 4 above for a description of the credit to which a passenger may be entitled in the event of a change or cancellation by the passenger.) If carrier cancels a flight, fails to operate a flight as scheduled, or denies boarding to a passenger with a valid reservation, the passenger will be entitled, at his or her option, to either (i) transportation at no extra charge on another of Carrier's flights to the same destination, subject to space availability, or (ii) a refund of the applicable fare paid by the passenger. When a portion of the trip has been made, the refund will be made in an amount equal to the applicable one-way fare (less any applicable discount) for the portion of the trip cancelled or not operated as scheduled by Carrier.

27. Denied Boarding Compensation

- A. If a Passenger holding a confirmed reservation presents him or herself for carriage at the appropriate time and place, having complied fully with Carrier's requirements as to reservations and check-in, and if the flight for which the passenger holds confirmed reserved space is oversold and unable to accommodate the passenger and departs without him or her, the passenger shall be entitled to the denied boarding compensation described in paragraph B immediately below.
- B. If Carrier can arrange "alternate transportation" as defined in paragraph C below, the denied boarding compensation payable to the passenger shall be the face value of the passenger's denied reservation to the point of destination or first stopover, if any, subject to a maximum of \$400. If Carrier cannot arrange "alternate transportation", the compensation will be double the face amount of the reservation, up to a maximum of \$1600.
- C. For purposes of this Section 27, "alternate transportation" is air transportation (or other transportation accepted and used by the passenger) which, at the time the arrangement is made, is scheduled to arrive at the passenger's destination or next scheduled stopover, if any, no later than eight hours after the passenger's

originally scheduled arrival time. If the passenger has booked in the premium cabin and is transported in the economy cabin, MAXjet will make an adjustment in the fare.

- D. Acceptance of denied boarding compensation relieves Carrier from any further liability caused by its failure to honor the passenger's confirmed reservation.
- E. Passengers are not entitled to be denied boarding compensation if:
 - i. Carrier is able to transport the passenger on another flight scheduled to arrive at the destination or next stopover no later than eight hours after the passenger's originally scheduled arrival time;
 - ii. The passenger voluntarily relinquishes his or her confirmed reservation in exchange for compensation offered by Carrier;
 - iii. The passenger is denied boarding for reasons other than the fact the flight is oversold; or
 - iv. The oversold flight is canceled or otherwise fails to operate.
- F. In determining which passengers holding confirmed reservations shall be denied boarding involuntarily, Carrier shall deny boarding to such passengers in the order of its boarding priority, which is first-come, first-served at the boarding gate.
- G. Immediately after a denied boarding occurs, Carrier will give a written explanatory statement to passengers who are denied boarding involuntarily.

28. Reservations on Other Carriers

Carrier will only accept reservations made on, or tickets issued by, other carriers, in accordance with US law when a carrier has ceased operations following bankruptcy.

29. Right to Change Contract

Carrier reserves the right, to the extent not prohibited by US law, to change, delete, or add to any of the terms of this Contract without prior notice. All changes must be in writing and must be available for public inspection at each of the MAXjet operated ticket offices and is available at the MAXjet website which is maxjet.com.

30. Ground Transportation

Ground transportation is exclusively the responsibility of passenger.

31. Check Acceptance

Carrier does not accept personal checks. Tickets purchased through carrier's website or call center require credit card payment.

32. Government Laws and Regulations

All transportation is sold and all carriage is performed subject to compliance with all applicable government laws and regulations, including those of the Federal Aviation Administration and Department of Transportation, Transportation Security Administration, the Department of Homeland Security, the European Community and United Kingdom and all applicable Conventions, special contracts, treaties, and tariffs, many of which are not specified herein, but are nevertheless binding on Carrier, and all passengers.

Immigration and Customs Regulations: It is the passenger's responsibility to obtain and have possession of all required travel documents. Carrier assumes no responsibility for compliance by passengers with immigration and customs laws and regulations of each country from, through, or to which a flight is operated. Carrier shall not be responsible for any information or assistance given a passenger by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any passenger resulting from his or her failure to obtain such documents and comply with such laws and regulations.

33. Not used

34. Other Travel Regulations

For all travel on MAXjet, the following rules apply:

- A. Baggage in excess of two pieces of checked baggage and two pieces of carry-on baggage as described above per passenger is not permitted, except as specified in this Contract.
- B. Any oversize or overweight baggage will not be permitted, except as specified in this Contract.
- C. No boxes will be permitted as checked baggage unless there is a waiver of liability signed.
- D. Carrier reserves the right to refuse to transport items that are presented to be checked as baggage less than 90 minutes before scheduled flight departure.
- E. No pets will be permitted on any MAXjet flights, except for service animals. Service animals are not permitted to the United Kingdom because of United Kingdom government regulations.

- F. Firearms may be carried or checked as baggage on flights between two international destinations. Passengers are responsible for compliance with any Government regulations or documentation requirements with respect to firearms and the packing requirements in section 14 above.
- G. MAXjet will not permit transit without a passport or visa where such requirements are in effect.
- H. Passengers remain responsible for any and all documentation requirements and proof of citizenship. MAXjet shall not be responsible for a passenger's failure to present or provide documentation required under the applicable laws of the territories to or from which a passenger travels, or passes through.

35. Force Majeure Events

MAXjet may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone or delay any flight or the right of carriage or reservation of traffic accommodations without liability except to issue an involuntary refund. The involuntary refund will be made in the original form of payment in accordance with involuntary refund rules for any unused portion of the ticket. MAXjet will also reserve the right to determine if any departure or landing should be made without any liability except the aforementioned involuntary refund.

Force Majeure Event Means:

- A. Any condition beyond MAXjet's control including, but without limitation, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances or unsettled international conditions – actual, threatened or reported and because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions, or
- B. Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting MAXjet's service, or
- C. Any government regulation, demand or requirement, or
- D. Any shortage of labor, fuel or facilities of MAXjet or others, or
- E. Any fact not reasonably foreseen, anticipated or predicted by MAXjet.

36. Essential Needs During Extraordinary Delays

In the case of extraordinary events that result in very lengthy onboard delays, MAXjet will make every reasonable effort to ensure that essential needs of food, water, restroom facilities, and basic medical assistance are met. MAXjet is not responsible for any special, incidental or consequential damages if this commitment is not met.

37. Airport and On-Board Announcements

In the event of any type of a service disruption, MAXjet will endeavor to make timely, accurate and informative announcements at the airport and on-board the aircraft (if passenger boarding has commenced) where practical. Announcements will include the specific reason for the delay, the expected length of the delay and the status of any connections if applicable.

38. Accommodating Customers Overnight

- A. Under certain circumstances, MAXjet may be unable to accommodate a customer on a flight on the same day as their scheduled departure. If overnight accommodations are required, MAXjet will make reasonable efforts to provide hotel accommodations near the airport and provide a meal voucher or vouchers for each affected passenger. Accommodations will not be provided for those passengers that reside in or near their departure city when the departure city is where the accommodations are required. MAXjet does not provide overnight accommodations if the delay is caused by an Act of God, government caused or for weather related delays.
- B. In the event of a Force Majeure, MAXjet will endeavor to offer discounted hotel accommodations, if such accommodations are available.

39. Section Headings

The section headings used in this Contract of Carriage are intended for convenience only and in no way define, limit or describe the scope or substance of any of the provisions of this document.

40. Complaints and Customer Care

Passenger's questions, complaints or requests for waivers of this contract shall be directed to the following:

MAXjet
Director of Customer Service and Marketing
44965 Aviation Drive, Suite 260
Dulles, Virginia 20166
customer.service@maxjet.com

41. Privacy Policy

MAXjet has provided the following information to help you understand what steps we are taking to protect your privacy. The following guidelines are to protect the privacy and security of your personal information provided to maxjet.com. **MAXjet does not**

sell customer names or personal information to third parties. We respect our customers' privacy.

A. Traveler's Profile Information

When you enroll in MYjet on maxjet.com or activate your MYjet account on maxjet.com, a traveler profile can be created for your convenience. You are not required to complete a profile to use maxjet.com for your reservations. However, a completed profile will allow you to complete a reservation more quickly in the future. We use this information to perform a number of functions including: 1) pre-filling certain data fields so you do not have to type the same information multiple times 2) performing certain booking functions, 3) billing you for your reservation, 4) sending you offers that may be of value to you (You may unsubscribe by Opting-Out.), 5) customizing our website content to your personal information and preferences, and 6) notifying you of a flight change, reservation confirmation or a special fare offering. In order to complete your MYjet Profile, the following information is requested: credit card type, number, expiration date and billing address, telephone numbers, email addresses, passport number, general requests or special needs and travel preferences.

The US Customs and Boarder Protection agency (CBP) requires that MAXjet (and other airlines) provide your reservation information to them. This data is used by the CBP for the purposes of preventing and combating terrorism and other criminal activities.

B. Online Purchases

When you purchase travel services on maxjet.com, we may provide information about you to other contracted third parties to ensure the successful fulfillment of your travel arrangements. As an added service, your purchase behavior may also be analyzed to identify and present offers that may be of interest to you. (You may unsubscribe by Opting-Out.)

C. Guest Login

It's not required that you be a MYjet member, activate your MYjet account on maxjet.com or complete a traveler's profile in order to make reservations on maxjet.com. However, MYjet membership and a traveler's profile will allow you to complete a reservation more quickly and give you online access to your MYjet account information, past transactions, and special services. If you purchase as a guest, information such as billing, contact and preferences will be collected in order to execute the transaction but will not be retained on maxjet.com.

D. Online Surveys

We value the opinions of our customers and want to improve your travel experience and our service offerings. Therefore, from time to time, we will conduct research surveys. We may also contract with third parties to perform the research. Use of the customer data by

that third party is limited solely to that survey initiative and we be held to the same level of privacy as other information collected on maxjet.com.

E. Promotions

We occasionally sponsor promotions to give members the opportunity to win various prizes. Information collected by maxjet.com for promotions can include contact information, such as email address, and survey answers. Generally, unless otherwise stated in the promotion or survey, contact information is used to notify promotion winners. Survey information and results are used to develop improved promotions and other service enhancements.

F. Emails

We use email addresses to deliver information relevant to our customers, such as fare specials, reservation confirmations, surveys, and account information and notification services. As with information collected in conjunction with registration or purchases on maxjet.com, email addresses may be shared with third parties for the purpose of providing you with information or promotional opportunities that may be of interest to you. You always have the option of opting out of emails as described below under Opting-Out.

G. Flight Status Alerts/Wireless Services

Our customers can register for Flight Status Alerts and other wireless services by providing basic flight and other relevant information. Wherever possible information already provided will be used for the delivery of these services. Participation in Flight Status Alerts and other wireless services is optional.

H. Cookies

Cookies are small bits of information that are stored on your computer hard drive by your web browser. Cookies help establish a user session and allow our server to correctly provide site users with the appropriate information, advertisements and services. We also use cookies to ensure you obtain the information you request and to authenticate your authority to access the site. If you are a registered user on our site and you elect to have the site store your MYjet login information, the cookie stored on your computer will contain your MYjet login information. We also use cookies to track the usage of maxjet.com in order to improve the site according to our customers' needs. In addition, MAXjet may use cookies when working with outside advertising companies to provide them information regarding use of the site. Most people accept cookies but you can configure your browser to not accept cookies if you choose. However, if you disable your cookies and are a registered user, you will not have access to your personal information on the site such as your user profile, itineraries, award travel, upgrades and MYjet summary information. Although you cannot log into the site as a registered user if your cookies are disabled, you can still purchase on the site by logging in as a guest.

I. Domain Names

In general, you can visit most parts of the maxjet.com site without telling us who you are or revealing any information about yourself. Our web servers identify the domain names of visitors, but this is not captured as personally identifiable information. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar site usage information in order to know how to improve the site's content.

J. Other Uses

MAXjet may disclose personal information if required to do so by law, court order, or as requested by a governmental or law enforcement authority, or in the good faith belief that disclosure is otherwise necessary or advisable. Situations may include: to perform, maintain or enforce contracts formed between MAXjet and its customers, to protect the rights or properties of MAXjet, its customers or others, or when we have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be causing interference with or damage to our rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by such activities.

As stated above, the US Customs and Boarder Protection agency (CBP) requires that MAXjet (and other airlines) provide your reservation information to them. This data is used by the CBP for the purposes of preventing and combating terrorism and other criminal activities.

K. Opting-Out

As a MYjet member, maxjet.com registered user or contest entrant, you will occasionally receive emails about fare sales, special offers, new services and other noteworthy news items. We hope you will find these updates interesting and informative. Of course, if you would rather not receive this information, you can go to maxjet.com and update your MYjet profile. In addition, emails sent to you will also contain a message on how to opt out of that type of communication in the future.

L. Access

If you are registered at maxjet.com, you can create, view or update your MYjet account by accessing them through the maxjet.com web site Log-in.

M. Consent

By using this web site, you agree to the collection and use, consistent with applicable laws, of information available on or through this site (including your personally identifying information) by MAXjet, its affiliates, partners, contractors and permitted

agents. Should a change to our privacy policy occur, we will post those changes on this page so that you are always aware of the nature of the information we collect, how we use it, and the circumstances under which we disclose it. Unless otherwise required or permitted by applicable law, we do not intend to use your personally identifiable information collected through this site in ways not described here without first providing you the opportunity to opt-out of that use.

N. Internet Security

When you place orders to purchase services or access your MYjet account information, we use secure servers to protect your personal information. Secure Socket Layer (SSL) software encrypts the personal information that is transmitted between you and maxjet.com.

O. Other sites

This privacy policy covers only the maxjet.com site, and does not cover any other site, including those that may be related to this site. While we make every effort to protect your information on maxjet.com, we do not control the policies of other sites (including those we may link to). We have no control over other sites' privacy policies or use of any personal information you or others may share with them. Please do not assume that our Privacy Policy covers those other sites.

P. Customer Release of Personal Information

In order to protect your privacy and MAXjet's proprietary databases and systems, we recommend that you not share any of your personally identifiable information, such as MYjet number or password, with any third-party information aggregators that would allow them access to sensitive account information.

Q. Children

maxjet.com is not intended to nor does it seek to receive information from children under the age of 16. However, due to the nature of our services, travel purchase information is collected without requiring the customer to disclose his or her age on this site.

R. How to contact us

If you have comments or questions about this Privacy Policy, please [e-mail us](#). Please reference this Privacy Policy in those communications.