



TERMS AND CONDITIONS

These General Terms and Conditions are entered into between Europair Broker S.A. company incorporated under the laws of Spain and located in Madrid, c/Cristobal Bordiú 22, local E-28003, Madrid; with Tax Identification Number A07663354 (hereinafter, 'Europair'), inscribed in the Mercantile Registry of Madrid, Volume 14911, Folio 33, Section , H M-248206 and in the Register of the General Department of Business and Tourist Activities of the Community of Madrid with CICMA N° 2627, and is the holder of the app “Europair Private Jets” (hereinafter “the App”); and the User, that means any natural or legal person who freely and voluntarily access the App, either using or not the services available on it.

By accessing, browsing and/or using the App, the User tacitly agrees to be bound by this Terms and Conditions.

1. Object and scope of application

These Terms and Conditions, without prejudice of the Licensing Agreement applicable which grants the right of the User to use the APP, regulate the access to the App and the use of the services offered by Europair on it (hereinafter, 'The Services'), which fundamentally consist of offering the Users a tool which allows them to make charter flights search for the passengers transportation, individually or jointly.

2. Availability of the App and Services

The App will be displayed “as is”, subject to the current availability and limitations. This could cause temporary access interruptions. Europair reserves the right to amend, suspend or modify at its sole discretion either the App or relevant services, including these Terms and Conditions.

3. Use of the App and its Services

Furthermore of what the User have assumed in the Licensing Agreement, the User undertakes to:

- Using the App and its features in accordance with the applicable legislation, as well as the moral and good deeds, public order and these Terms and Conditions as well as any other that may be applicable.
- Reviewing the changes we may introduce to the Terms and Conditions or the Privacy Policy, any other legal terms that you may have agreed with and check the notifications that Europair may send to you, and not to infringe any right or interest of Europair or third-parties
- Not to use the App to collect information and contents in order to render any service that, in our sole judgement, correspond to us or compete with us.
- Not to introduce, by any means, virus, worms, trojans or any other malicious codes intended to interrupt, destroy or limit the functioning of the App and not use any techniques of verse engineering and/or to decompile or to decode or use any other system to find the App’s source code, or any element protected under intellectual property rights.
- Not to do anything that could harm, disable, overburden or impair the proper working of the service (or the networks connected thereto). You shall not interfere in any other User’s use and enjoyment of the App

4. Use of Flight Search

The purpose of the flight search in the Website is to allow any user to obtain guidance about private or groups charter flights, as well as cargo transportation, and requesting a budget that, in any case, will bound the user.

The flight information (such as departure, destination, schedules, flight type, price) is provided by the flight companies as a guidance. Thus, the information in the budget may vary if we compare with the one provided in the flight searcher. Europair does not check this information so it will not be liable about it.

Europair cannot guarantee the reception of any budget, it may happen that there are not any similar offers like the one requested.

5. Disclaimers and guarantees

Without prejudice of what was undertaken in the Licensing Agreement, Europair shall not assume any obligation other than these Terms and Conditions.

Europair cannot guarantee the reliability, utility, veracity of correctness of the Information obtained as a consequence of using the App.

To the extent permitted by law, Europair or their suppliers shall not be liable for lost profits, consequential losses or any other loss whatsoever.

6. Compensation

Any breach of these Terms and Conditions could cause us damages. You shall indemnify us if, by virtue of your breaches, we suffer damages, losses or any other costs (such as legal fees).

Likewise, you shall keep us harmless if claims or proceedings are initiated against us due to your breaches, and we may claim you any expense, cost or damage derived from your action.

7. Private Policy

- The personal data provided by the User as a consequence of the App use will be incorporated to a filing system owned by Europair for its processing, by automated means or not, according to the following:
- The registration forms of the App purpose is to offer the User the possibility of requesting budgets, for which it will be requested, at least, your name, email and cell number. Europair will use such information in order to contact with you and to send you the budget.
- Depending on how are configured the options for geolocalisation of your device, Europair may have access to the information related with your location when using the App. Europair will use such information with the sole purpose of personalize and provide the Services. At any moment, through your device, you can modify the options for geolocalisation.
- By accepting the Privacy Policy of Europair, the User gives his consent to send commercial communications about news and services of Europair, unless you have explicitly objected to receive such information.
- Users may, at any time, exercise their rights of access, to rectify, to delete and to object, by sending us a written request to Europair Broker S.A., C/ Cristobal Bordiú 22, local E, 28003-Madrid, or by sending an email to web@europair.es. You must enclose a copy of your national ID or any other official document that can prove your identity, by this way, we avoid the possibility of third-parties may access to your data.

8. Waiver and Interpretation

If any clause of these Terms and Conditions is determined by a court of competent authority to be unlawful, invalid or unenforceable, it should be interpreted as nearly as possible to its original purpose. Such determination shall not affect the validity or enforceability of any other part or provision of these Terms and Conditions.

The failure of Europair to insist on strict performance and compliance with any of these Terms and Conditions shall not be construed as a waiver for the future of such term or condition.

9. Language

The applicable language of these Terms and Conditions is Spanish. We may offer you the translation of this document in several languages for your convenience only, to help you to understand it, but you explicitly agree that the official text is the Spanish version.

If there is any contradiction between what the Spanish version of these Terms and Conditions say and what the translation says, the Spanish version shall take precedence.

10. Governing Law and venue

The relations between Europair and Users are construed in accordance with the Spanish law. The Parties, waiving any other jurisdiction to which they may be entitled, agree that any dispute, discrepancy, issue or claim shall be resolved by the Courts and Tribunals of the city of Madrid, Spain, unless otherwise provided by applicable law.