

AeroRide Terms and Conditions — Passengers and Charterers, Version 3.2

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AeroRide Terms and Conditions

Passengers and Charterers · AeroRide Inc., a Delaware corporation · U.S. Air Charter Broker · 14 C.F.R. Part 295 · Version 3.2

Summary of the change and cancellation policy. AeroRide changes dates; AeroRide does not refund. You may move your flight once, at no change fee, if you tell us at least 48 hours before your scheduled departure; the price you paid does not change, and any further change of date carries the change fee published on the Platform. Cancellations, no-shows and requests made inside 48 hours are not refunded and generate no credit. If the flight is cancelled by the Operator, for weather or for any other reason not attributable to you, you are refunded in full to your original payment method and we will help you arrange a new booking. This is a summary; the complete rules are in Section 8 and prevail in the event of any difference.

1. Identification of the Broker and acceptance

1.1 The Broker. These Terms are entered into with AeroRide Inc., a corporation organized under the laws of the State of Delaware, United States, with its registered address at 1401 Pennsylvania Avenue, Suite 105, Wilmington, Delaware 19806, United States, telephone +1 786 982 6354, e-mail sac@aeroride.app ("AeroRide", "we" or "us"). AeroRide is an air charter broker as defined in 14 C.F.R. § 295.5(b) and holds economic authority by exemption under 14 C.F.R. § 295.10. AeroRide arranges single-entity charter air transportation performed by direct air carriers. AeroRide is not a direct air carrier or direct foreign air carrier and is never in operational control of any aircraft, and it is not a travel agency. Part 295 governs interstate and foreign air transportation; where a flight is operated wholly within another country, the aviation and consumer law of that country applies and AeroRide makes the same disclosures voluntarily.

1.2 Acceptance. By creating an account, requesting a quote or confirming a booking through the Platform, you (the "User", "Charterer" or "Passenger") agree to be bound by these Terms. If you do not agree with them, do not use the Platform.

1.3 Capacity. The account holder must be of legal age and have legal capacity to contract in the United States. By including a passenger under eighteen (18) years of age in a booking, the User represents that the User is a responsible adult who makes and assumes the booking on that minor's behalf, and that the minor will travel in accordance with the Operator's policies and applicable law, including any requirement that the minor be accompanied.

1.4 Two regulatory regimes, one contracting party. AeroRide Inc. is your contracting party for every booking. What changes with the route is the regulatory regime that governs the arrangement: (a) Air transportation that begins in, ends in, or takes place wholly within the United States. AeroRide acts as an air charter broker under 14 C.F.R. Part 295, contracting as an indirect air carrier, and makes the disclosures § 295.24 requires. This covers domestic U.S. flights and international flights with a U.S. end, such as Miami to San José. (b) All other air transportation — flights that neither begin nor end in the United States. Part 295 does not apply to that transportation and AeroRide makes no claim that it does. Those flights are coordinated by Agencia de Viajes D'Ride, acting as an air charter broker and intermediary under the aviation and consumer law of the country in which the flight is operated; AeroRide Inc. remains your contracting party and the party that issues your booking confirmation and receipt. The regime that applies to a booking is determined by the airports of its itinerary as set out in (a) and (b) above.

1.5 What does not change between the two. In both cases AeroRide is an intermediary and never an air carrier: it does not own, operate, crew or control aircraft and is never in operational control of a flight. In both cases the flight is operated by a properly licensed direct air carrier that holds operational control and sole responsibility for the operation and safety of the flight. The change and cancellation policy in Section 8, the identification requirements, the passenger obligations and the limitations of liability apply identically. And in both cases AeroRide gives you the same information before you are bound — the operating carrier and its trade names, the capacity in which AeroRide acts, the absence of AeroRide insurance covering passengers, and the total cost — whether that information is legally required under § 295.24 or provided voluntarily.

1.6 Language and governing text. The Platform, these Terms and all contractual documentation are issued in English, which is the sole authoritative text. A courtesy translation may be requested at sac@aeroride.app; in the event of any discrepancy, the English version governs.

2. Nature of the service: air charter broker, not carrier

2.1 AeroRide acts as an air charter broker. For the transportation described in clause 1.4(a), AeroRide Inc. arranges, markets and sells private air transportation performed by certified airlines and air operators (the "Operators") in its capacity as an air charter broker. AeroRide does not own, operate, crew, dispatch or control any aircraft, is not a direct air carrier or direct foreign air carrier, is not in operational control of any aircraft, and does not itself provide the transportation service. The air service sold on the Platform is provided by a properly licensed direct air carrier or direct foreign air carrier.

2.2 Disclosures required by 14 C.F.R. § 295.24. For any flight that begins or ends in the United States, and before you are bound by a contract for a specific flight or series of flights, AeroRide discloses to you, in writing through the Platform: (a) the corporate name of the direct air carrier or direct foreign air carrier that will be in operational control of the aircraft, and any other name under which that carrier holds itself out to the public; (b) the capacity in which AeroRide is acting in contracting for the air transportation, which is as an indirect air carrier unless AeroRide states otherwise for a particular flight in accordance with clause 2.3; and (f) the existence or absence of liability insurance held by AeroRide covering the Charterer, the passengers and the property carried on the charter flight, and the monetary limits of that insurance, as stated in clause 13.1.

And, upon your request made before the contract is entered into, AeroRide also discloses: (c) the existence of any corporate or business relationship, including any pre-existing contract, between AeroRide and the direct air carrier that may have a bearing on AeroRide's selection of that carrier — a disclosure § 295.24(a)(3) requires of brokers acting as agent of the charterer, which AeroRide makes voluntarily even though it contracts as an indirect air carrier; (d) the total cost of the air transportation paid by you to or through AeroRide, including any broker- or carrier-imposed fees and government-imposed taxes and fees, which is the Final Price defined in clause 3.5; and (e) the existence and amount of any fees collected by third parties that you will be responsible for paying directly — for example fuel, landing fees and aircraft parking or hangar fees — or a good-faith estimate where the amount is not yet known.

2.3 Capacity of AeroRide. AeroRide contracts with you as an indirect air carrier: it sells the charter as principal and separately contracts with the direct air carrier that performs it. AeroRide acts as a bona fide agent only where you or a direct air carrier has expressly appointed it to do so for a particular flight, and in that case AeroRide will tell you so before the contract is entered into.

2.4 If a required disclosure is missing, late or changes. If any information listed in clause 2.2 is not known when the contract is entered into, or changes afterwards, AeroRide will provide it to you within a reasonable time of it becoming available, and always before the air transportation begins, so that you have enough time to decide whether to accept the change. If AeroRide fails to provide that information within a reasonable time, you may cancel the contract and receive a full refund of all monies paid for the air transportation and related services. If the change arises after the transportation has begun and is not communicated within a reasonable time, you may cancel the remaining portion and receive a full refund of all monies paid for the transportation and services not yet provided. This right is an exception to clause 8.1 and is not affected by any other clause of these Terms.

2.5 Operator responsibility and operational control. The Operator identified in the booking confirmation is the party providing the transportation and is solely responsible for the operation of the flight, safety, airworthiness, crew qualification and conduct, compliance with aviation regulations, and any claim arising from the carriage of passengers and baggage. Operational control, as defined in 14 C.F.R. Part 1, rests at all times and exclusively with the Operator. AeroRide gives no operational instruction of any kind.

2.6 Operator certification and insurance. As a condition of listing, AeroRide requires each Operator to hold and maintain current the certificates, licenses and insurance required by the aviation authority of the jurisdiction in which the flight is operated — an FAA Part 135 air carrier certificate for air transportation within, to or from the United States, or the equivalent Air Operator Certificate issued by the civil aviation authority of the country of operation — together with the minimum liability limits set out in the AeroRide Operator Operating Standards. AeroRide requires evidence of that documentation before listing an Operator and whenever it changes or is renewed, reviews the evidence submitted, and may remove any Operator whose documentation is inadequate, expired or withdrawn;

AeroRide does not exercise operational oversight and does not guarantee continuing compliance beyond that documentary review.

2.7 Contractual relationship. The air transportation is provided by the Operator under its own certificate. AeroRide arranges the charter, manages the booking, processes payment and facilitates communication between you and the Operator. The Operator's own conditions of carriage apply in addition to these Terms; where the Operator's conditions are stricter on a safety, security or regulatory matter, the stricter requirement applies.

2.8 Flights with no United States nexus. For the transportation described in clause 1.4(b), 14 C.F.R. Part 295 does not apply and no representation is made that it does. AeroRide nonetheless provides the equivalent of the disclosures in clause 2.2 voluntarily before you are bound, and the aviation, safety and consumer law of the country in which the flight is operated governs the service itself.

2.9 No misrepresentation. AeroRide will not represent that a specific aircraft, flight or departure time has been arranged unless it holds a binding commitment from a direct air carrier for that transportation, and will not represent that passengers are directly insured when they are not. AeroRide does not discriminate in the provision of foreign air transportation, in accordance with 49 U.S.C. § 41310.

3. Definitions

3.1 "Platform" — the website, mobile application, dashboards and other digital channels operated by AeroRide to search for, quote, book, pay for and manage private flights.

3.2 "Operator" — the airline, air taxi or charter provider duly certified and authorized to provide air transportation under the aviation law of the jurisdiction of operation, and which holds operational control of the flight.

3.3 "Booking" — the transportation request confirmed and paid by the User through the Platform, as evidenced by the booking confirmation issued by AeroRide under clause 4.2.

3.4 "Service Fee" — the amount AeroRide charges for arranging and managing the charter and for use of the Platform, included within the Final Price.

3.5 "Final Price" — the total, all-in amount displayed to the User at the time of booking and stated in the booking confirmation, expressed in United States dollars, which includes the Flight Value, applicable taxes, airport and handling charges and AeroRide's Service Fee. The Final Price is the total cost of the air transportation disclosed under clause 2.2(d).

3.6 "Flight Value" — the air-carriage component of the Final Price payable to the Operator, excluding taxes and airport, FBO and other pass-through items. The Flight Value is calculated for the complete rotation of the aircraft — from its base to the departure airport, to the destination and back to its base — at the per-minute rate of the Operator. A flight time shorter than one hour is displayed on the Platform as one hour for presentation only; that display does not change the Flight Value.

3.7 "Scheduled Departure Time" — the departure time stated in the booking confirmation, in the local time of the departure airport, as updated by AeroRide through the Platform.

3.8 "Change Window" — the period ending forty-eight (48) hours before the Scheduled Departure Time. A change request is timely only if AeroRide receives it through the Platform before the Change Window closes.

3.9 "Empty leg" — a repositioning flight that an aircraft performs without paying passengers, offered at a discount as a final offer. See clause 8.8.

3.10 "Force Majeure Event" — any event beyond a party's reasonable control, including weather conditions, air traffic control restrictions, airspace or airport closures, strikes, war, terrorism, mechanical failures, public health emergencies or governmental orders.

4. Description of the service and booking process

4.1 Quote. The User specifies origin, destination, date and number of passengers, and the Platform evaluates which Operators and aircraft can lawfully and operationally execute the flight, displaying the viable options with their price. Prices on the Platform are live: a quote is valid only while it is displayed and until the Platform refreshes it or the booking is confirmed, whichever occurs first. No fuel surcharge is added after confirmation.

4.2 Formation of the contract. The Platform offers flights only against availability that the Operator has published and keeps current on the Platform and has committed to perform under its agreement with AeroRide. The User's request is a non-binding offer until AeroRide issues the booking confirmation, which the Platform issues once payment of the Final Price is confirmed or, where AeroRide has agreed another payment arrangement with the User, once AeroRide records the booking as paid. The contract is formed only upon issuance of the booking confirmation, which states the essential flight details (Operator, aircraft model and tail number, airports, schedule and Final Price).

4.3 Required documentation. Before the booking is finalized, the User must provide the identity and travel documentation requested. AeroRide reviews documentation for completeness and consistency but does not warrant its authenticity or validity.

4.4 Identification required to travel. Valid government-issued identification matching the booking details is required for every passenger. A valid passport is required for all international flights. For domestic flights within the United States, a REAL ID-compliant driver's license or other federally acceptable photo identification is required; for domestic flights in any other country, the identification document required by that country applies. The Platform records, for each passenger, the number of one identification document as entered by the User; it does not verify the type, validity or suitability of that document for the route, and the User must enter the number of the document that the passenger will present at boarding. Failure to present the required identification may result in denied boarding, with no refund and no credit.

4.5 Aircraft and Operator assignment. Each booking states the aircraft model and tail number and the assigned Operator. The identified Operator is responsible for the operation, crew and safety of the flight. The Operator confirms each booking in the Platform under its agreement with AeroRide; if the assigned Operator does not confirm the booking in time, AeroRide may reassign it to another Operator able to perform the same flight and will inform the User of the new Operator and aircraft under clause 2.4, and clause 8.6 applies to the price.

5. Passenger requirements and identification

5.1 Verification at the aircraft by the Operator. Passenger identity verification for boarding is performed by the Operator using a valid passport or identification document as required by clause 4.4, together with the booking QR code. Names and identification numbers in the booking must exactly match the documents presented; a mismatch may result in denied boarding, with no refund and no credit. The Operator records the result of that verification in the Platform, on the booking's timeline. A passenger who is denied boarding because the identification is not presented or does not match the booking is treated as a no-show under clause 8.5, with the Operator's note recorded in the Platform.

5.2 Identity verification on the Platform. To create an account, AeroRide verifies the User's e-mail address, and may additionally verify the User's identity, for example through document validation, before processing a booking or a payment. Any in-app verification is separate from, and does not replace, the boarding verification described in clause 5.1.

5.3 Fitness to fly. Every passenger must be fit to travel by air. Passengers with conditions that may pose a risk to themselves or to the flight, and those requiring special medical assistance, must give notice to AeroRide at sac@aeroride.app at least forty-eight (48) hours before the Scheduled Departure Time so that the Operator's approval can be arranged. Absent such notice, the Operator may deny boarding under clause 5.6 with no refund and no credit.

5.4 Weight and balance. Maximum weight per passenger and total payload depend on the aircraft and the Operator's certified limitations. The User must declare weights and baggage accurately. The Operator may re-weigh passengers and baggage and may deny boarding or offload baggage where safety limits would be exceeded. Materially false weight information, as determined by the Operator on re-weighing, may result in cancellation of the flight with no refund and no credit.

5.5 Customs, immigration and security. Each passenger is responsible for complying with customs, immigration and security requirements and for carrying valid documents, visas and permits. Neither the Operator nor AeroRide is liable for delays, penalties or denied entry arising from incomplete or invalid documentation.

5.6 Prohibited items and right of admission. Carrying weapons, explosives, hazardous materials, illegal substances or any restricted item is prohibited. The pilot-in-command may refuse any passenger, baggage or item for safety, weight, security or legal reasons, and that decision is final. Denied boarding arising from the passenger's non-compliance gives no right to compensation, refund or credit.

6. Bookings, payments and invoicing

6.1 Capacity in which AeroRide receives payment. AeroRide sets the price, is the merchant of record for the transaction, and receives payment of the Final Price as principal, in its capacity as an air charter broker acting as an indirect air carrier under 14 C.F.R. Part 295, and separately contracts with and pays the direct air carrier that performs the flight. AeroRide never holds itself out as a direct air carrier and is never in operational control of the aircraft.

6.2 Payment methods. Payments are made in advance and are processed electronically through AeroRide's authorized payment gateway (Tilopay). By providing payment details, the User authorizes the charge of the Final Price displayed. AeroRide does not store the User's card details. AeroRide may require additional verification to prevent fraud.

6.3 Invoicing and currency. All prices, charges, settlements and refunds on the Platform are denominated and processed exclusively in United States dollars (USD). Invoices and receipts are issued by AeroRide Inc. from the United States and delivered electronically.

6.4 Composition of the Final Price. The Final Price includes the Flight Value, applicable taxes and airport fees, governmental charges, ground-handling costs, wait time beyond the included thirty (30) minutes under clause 7.2, and AeroRide's Service Fee, and is displayed as a single all-in figure before the User confirms the booking. AeroRide's Service Fee is not itemized separately to the User; for any flight that begins or ends in the United States, the total cost including broker-imposed fees is disclosed on request under clause 2.2(d).

6.5 Verification and fraud prevention. By submitting payment details, the User represents that they are the authorized holder of the payment method. AeroRide may cancel a booking or restrict account access where it detects fraud, chargebacks or payment irregularities.

6.6 Changes with an additional cost. If a change requested by the User after the booking is confirmed carries an additional cost — for example additional passengers, additional baggage or a change fee under clause 8.2 — AeroRide informs the User of the amount before the change is made, and the change is confirmed only once that amount has been paid in advance through the Platform. AeroRide never charges the User's payment method without the User's express authorization for that specific amount, and charges nothing after the flight. A change of route is a new booking.

6.7 No cash; payment in advance. AeroRide does not accept cash. Every booking is paid in advance and in full through the Platform's authorized payment gateway. Where AeroRide has agreed another payment arrangement with the User — for example a bank transfer to AeroRide — or where the payment gateway is unavailable, AeroRide staff record the booking as paid outside the gateway; the booking, the booking confirmation and the receipt are the same in both cases. No payment is made to the Operator or to any other person on AeroRide's behalf, and no amount is charged after the flight.

7. Taxes, fees and charges

7.1 Included charges. Unless otherwise stated in the booking confirmation, the Final Price includes the taxes, airport fees and operational charges applicable at the time of booking, including, where the flight is taxable air transportation, the United States federal air transportation excise tax under 26 U.S.C. § 4261 and the domestic segment fee. AeroRide collects those amounts with the Final Price and accounts for them as the law requires.

7.2 Ground and wait time; charges outside the Final Price. Each flight includes thirty (30) minutes of ground and wait time at no additional charge. Where the itinerary requires the aircraft to wait longer — for example between the legs of a same-day round trip — the excess is charged per started hour at the Operator's wait rate, is included in the Final Price quoted before the User confirms the booking, and is never charged after the flight. Fees that a third party collects directly from the User — such as customs or immigration fees, de-icing or special handling required by weather, or catering or ground transportation the User arranges — are outside the Final Price and are disclosed under clause 2.2(e). Additional passengers, excess weight or a change of route requested by the User are handled under clause 6.6.

7.3 Changes in official taxes. The Final Price is calculated with the governmental taxes and fees in force at the time of booking and is not adjusted if those taxes or fees change before the flight.

7.4 Manifest pricing errors. In the event of an obvious pricing error or system malfunction, AeroRide may cancel the booking and refund all amounts paid in full, and may offer the User a new booking for the same flight at the corrected Final Price. A refund under this clause is an exception to clause 8.1 and is processed under clause 8.9.

8. Changes, cancellations, no-shows and refunds

8.1 Governing rule: we change dates, we do not refund. Every booking is final and non-refundable. Money paid to AeroRide is not returned to the User on account of a cancellation, a change or a no-show attributable to the User or the passenger. The User's remedy is a change of date under clause 8.2. The only exceptions to this rule are clauses 2.4, 7.4, 8.6, 8.7 and 8.8(c), which exist because United States law requires them, and no other clause of these Terms creates a refund right.

8.2 Change of date — the 48-hour rule. The User may change the date of a booking provided the request is received through the Platform at least forty-eight (48) hours before the Scheduled Departure Time. The first change of date per booking is made without change fee, subject to Operator availability on the requested date, for the same route, aircraft and number of passengers, and to a new date within twelve (12) months after the original Scheduled Departure Time. The Final Price paid is preserved on every change of date under clause 8.10. Any further change of date is subject to the same conditions and to the change fee published on the Platform at the time of the request, which is shown to the User and paid in advance through the Platform before the change is confirmed. A change of date does not extend to a change of route; a change of route is a new booking.

8.3 Requests made inside the 48-hour window. A change request received less than forty-eight (48) hours before the Scheduled Departure Time confers no right to change, refund or credit. AeroRide may, at its sole discretion and without creating any precedent or obligation, accommodate a change outside the rules of clause 8.2 — including a request made inside the 48-hour window — where the Operator can perform it. Any change fee under clause 8.2 is payable in advance through the Platform before the change is confirmed, and the Final Price paid is otherwise preserved under clause 8.10.

8.4 Cancellation by the User. A booking cancelled by the User or the passenger, at any time and for any reason, is not refunded and generates no credit. The User may cancel through the Platform up to twenty-four (24) hours before the Scheduled Departure Time; inside that period a cancellation must be requested from AeroRide at sac@aeroride.app or +1 786 982 6354. AeroRide records the reason for the cancellation against the booking. A passenger who does not present for the flight is treated as a no-show under clause 8.5. The User may instead exercise the change of date under clause 8.2.

8.5 No-show. If the passenger does not present at the agreed departure point within thirty (30) minutes after the Scheduled Departure Time, the Operator may depart without the passenger and the booking is treated as a no-show, with no refund and no credit. The passenger must notify AeroRide of any delay; notification does not extend the thirty (30) minute window unless AeroRide records in the Platform, before the window expires, that the Operator has agreed to wait, in which case the window ends at the time so recorded and that record prevails over any verbal statement.

8.6 Change of aircraft by the Operator. If, due to Operator availability, the Operator provides an aircraft other than the one stated in the booking confirmation, the Final Price is not increased. If the Platform would have quoted a lower Final Price for the aircraft actually provided on the same route, dates and number of passengers, AeroRide refunds the difference between the two Final Prices to the original payment method. This is a price adjustment, not a cancellation refund.

8.7 Cancellation by the Operator, by AeroRide or for weather. Where a flight is cancelled for weather, mechanical failure or aircraft unavailability (AOG), crew unavailability, or any other reason not attributable to the User:

- (a) Full refund. The User receives a refund of one hundred percent (100%) of all monies paid to AeroRide for the air transportation and related services, to the original payment method under clause 8.9. AeroRide retains nothing from the amounts paid to it. Fees that the User agreed to pay directly to a third party under clause 2.2(e) are outside the Final Price and are not refunded by AeroRide.
- (b) New booking. AeroRide will inform the User of the cancellation and, if the User wishes to travel, will help the User arrange a new booking for the same or an alternative itinerary, subject to Operator availability and at the Final Price the Platform quotes for that new booking. The new booking is a separate booking paid in advance under Section 6; the refund under (a) does not depend on it, and AeroRide does not promise a rescheduling at no charge, a price guarantee or a credit.
- (c) Service not provided. Where the flight cannot be provided at all — for example because the route cannot lawfully or safely be operated — the refund under (a) applies in the same way. A service that is not provided is not charged.

8.8 Empty legs. An empty leg is a repositioning flight that the aircraft performs in any case, without paying passengers, which AeroRide offers at a discount as a final offer. Because of its speculative nature and reduced price: (a) an empty leg may be booked only up to twenty-four (24) hours before its scheduled departure, and a flight booked with less than twenty-four (24) hours' notice does not generate an empty leg for sale; (b) it is not refundable and not changeable for any cause attributable to the User or the passenger; clause 8.2 does not apply to it, a cancellation by the User follows clause 8.4 and a no-show follows clause 8.5; and (c) it may be modified or cancelled by the Operator at short notice where its base operation so requires; if the Operator cancels an empty leg already booked, or the empty leg is ultimately not operated, AeroRide notifies the User by e-mail to the address on the account and refunds one hundred percent (100%) of amounts paid to the original payment method under clause 8.9. A modification by the Operator that the User does not accept is treated as a cancellation under (c).

8.9 Refund method and timing. Where a refund is due under clauses 2.4, 7.4, 8.6, 8.7 or 8.8, AeroRide makes it promptly, as 14 C.F.R. § 295.26 requires, to the original payment method: for a credit or debit card purchase, the credit is transmitted to the card issuer within seven (7) business days of AeroRide receiving a complete refund request, as required by 14 C.F.R. § 374.3 and 12 C.F.R. part 226; for a booking paid by bank transfer or another arrangement recorded under clause 6.7, within twenty (20) days of receiving a complete refund request, to the account from which the payment was made. Depending on the card issuer, the credited funds may take a few further business days to appear on the User's statement.

8.10 Price on a change of date. The Final Price paid is preserved on a change of date: if the rescheduled flight would be quoted at a higher price, no difference is charged; if it would be quoted at a lower price, no difference is refunded or credited. Only the change fee under clause 8.2, where applicable, is payable. Clause 8.6 applies only to a change of aircraft made by the Operator.

8.11 Force Majeure Events. A cancellation caused by a Force Majeure Event is treated under clause 8.7. Delays that do not result in cancellation are governed by Section 9 and give no right to refund or credit.

9. Delays and contingency management

9.1 General principle. Private flight schedules are subject to operational, meteorological and regulatory conditions and are not guaranteed. AeroRide and the Operator will make reasonable efforts toward punctuality.

9.2 Weather at origin or destination. In the event of adverse weather, the Operator and crew will await clearance to operate safely and will depart at the earliest safe and available time. Weather delays do not give rise to a refund or credit; where the flight is cancelled rather than delayed, clause 8.7 applies.

9.3 Third-party delays. Delays caused by air traffic control, congestion or airport restrictions are attributable to the relevant authorities and not to the Operator or to AeroRide.

9.4 Operator-caused delays. Where a delay is directly attributable to the Operator — mechanical failure, crew unavailability or scheduling mismanagement — the Operator is responsible for any compensation that may correspond under its contract of carriage and applicable law. AeroRide has no liability for such delays and no obligation to compensate.

9.5 Notifications. Flight status, delays and contingencies are communicated by AeroRide by e-mail to the address on the account, by telephone, or through the Platform. The Operator receives the passengers' names, identification numbers, itinerary and boarding QR code, but not the User's e-mail address or telephone number, and communicates with the User through AeroRide. The User must keep the account active, contact details correct and notifications enabled, and must check the booking in the Platform before travelling. The accuracy and timeliness of that information depend on the Operator and the airport authorities.

10. Identity verification and anti-money-laundering

10.1 Compliance framework. AeroRide is a United States company and applies United States law to its compliance program, including the Bank Secrecy Act and the USA PATRIOT Act as applicable to its activity, the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and applicable export-control and anti-corruption law, including the Foreign Corrupt Practices Act.

10.2 Know your customer. AeroRide may request and verify the User's identity and, where appropriate, the source of funds, and may request reasonable additional information as a condition of processing a booking or a payment.

10.3 Sanctions screening. AeroRide may screen Users and passengers against United States and international sanctions and security lists, including OFAC and United Nations lists, and will not provide services to sanctioned or debarred persons or entities.

10.4 Suspicious transactions. AeroRide may reject, suspend or cancel any transaction showing indicators of risk and may report it to the competent authorities, without liability to the User and to the extent permitted by law.

10.5 Cooperation with authorities. AeroRide may share information with competent authorities where required by law, in accordance with the Privacy Policy.

11. Electronic signature and electronic contracting

11.1 Electronic consent. The User expressly consents to contract, receive information and sign by electronic means. Acceptance of these Terms, the Privacy Policy and each booking through the Platform's mechanisms — acceptance checkboxes, confirmation buttons and electronic signature — constitutes a valid expression of will.

11.2 Validity. The electronic signatures used on the Platform are valid and enforceable under the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN, 15 U.S.C. § 7001 et seq.) and the Uniform Electronic Transactions Act as enacted in the State of Delaware.

11.3 Traceability. AeroRide keeps a record of each User's acceptance — the account that accepted, the date and time of acceptance and the version of each document accepted — which serves as evidence of the expression of will. Each version of the documents is published as a separate, dated file, and the version identifier recorded against the account identifies the file accepted.

11.4 Retention. Each version of the Terms, the Privacy Policy and the other documents accepted through the Platform is retained by AeroRide as a separate, dated file, in a complete and retrievable format, for the period required by law, and may be requested at sac@aeroride.app.

12. Limitation of liability

12.1 Broker role. AeroRide acts exclusively as an air charter broker under 14 C.F.R. Part 295 and is never in operational control of an aircraft. Its responsibility is limited to arranging the charter properly, processing payment, issuing the disclosures required by 14 C.F.R. Part 295, sending notifications and providing the ancillary Platform services.

12.2 Operator responsibility. Air transportation is governed by the contract of carriage with the Operator. The User accepts that operational, safety, regulatory and service responsibility for the flight belongs exclusively to the Operator.

12.3 Exclusions. To the maximum extent permitted by law, AeroRide is not liable for loss, damage, injury, delay or incident arising from: (a) the operation of the aircraft; (b) safety or maintenance; (c) delays or cancellations; (d) lost, damaged or stolen baggage; (e) airport or air traffic control matters; or (f) the acts or omissions of the Operator.

12.4 Scope and cap. AeroRide is liable only for direct damages caused by its own gross negligence or willful misconduct, such as a payment-processing error or a failure to issue the booking confirmation for a paid booking. AeroRide is not liable for indirect, incidental, special or consequential damages or lost profits, and its aggregate liability in connection with a booking will not exceed the Service Fee retained by AeroRide on that booking. Nothing in these Terms limits any right that applicable law makes non-waivable.

13. Insurance

13.1 AeroRide holds no passenger liability insurance — disclosure under 14 C.F.R. § 295.24(a)(6). AeroRide does not hold liability insurance covering the Charterer, the passengers or the property carried on the charter flight, and therefore no monetary limit of such insurance exists. The insurance in force for the flight is the direct air carrier's insurance described in clause 13.2, together with any errors-and-omissions or general liability insurance AeroRide holds for its own business, which protects AeroRide and does not insure passengers. You are not directly insured by AeroRide. If this position changes, AeroRide will disclose the cover and its limits before you are bound by a contract.

13.2 Operator insurance. Operators must maintain aircraft hull and aviation liability insurance meeting the minimum limits and endorsements set out in the AeroRide Operator Operating Standards — not less than USD 10,000,000 combined single limit, higher for larger aircraft as those Standards provide, and, in any event, no less than the limits

required by the aviation authority of the jurisdiction of operation. AeroRide requires evidence of that insurance before listing an Operator and on each renewal, but does not guarantee its validity or sufficiency at any given moment.

13.3 User travel insurance. Because bookings are non-refundable under Section 8, AeroRide recommends that the User obtain travel insurance covering trip cancellation, interruption and personal risks not covered by the Operator's policy.

13.4 Handling of claims. In the event of an accident or incident, the Operator is responsible for managing the claim with its insurer. AeroRide's role is limited to facilitating communication between the User and the Operator.

14. Warranties and disclaimers

14.1 No schedule guarantee. Schedules are not guaranteed and may vary due to operational disruption, including weather, air traffic control, airport restrictions, strikes and Force Majeure Events.

14.2 Operational disruption. In the event of operational disruption the Operator will seek to operate the flight at the earliest safe and available time; where the flight is cancelled, the consequences are governed exclusively by Section 8.

14.3 Acceptance of risk. The User acknowledges the risks inherent in private air transportation and the possibility of schedule adjustments, delays and operational changes.

15. Indemnification

15.1 By the User. The User will defend and hold AeroRide harmless against claims arising from: (a) breach of these Terms; (b) false or inaccurate information provided by the User, including identity, weight or travel documents; (c) misuse of the Platform or of payment methods; (d) violation of law or of third-party rights; or (e) the User's willful misconduct or negligence.

15.2 Between User and Operator. The User acknowledges that the Operator is an independent party. Claims for damage to the aircraft, breach of safety rules, or inaccurate passenger or baggage information may be pursued directly between the User and the Operator, and the User may claim directly against the Operator for breach of the contract of carriage.

16. Intellectual property

16.1 Ownership. The Platform, its software, feasibility engine, content, trademarks and other intellectual property belong to AeroRide Inc. or its licensors and are protected by law.

16.2 License to use. AeroRide grants the User a non-exclusive, non-transferable, revocable license to use the Platform for the purpose of booking services.

16.3 User content. By posting reviews, photographs or ratings, the User grants AeroRide a royalty-free license to use them for operational and promotional purposes. AeroRide will request the User's consent before using identifiable personal content for marketing.

16.4 Restrictions. The User may not copy, scrape, reverse-engineer or use the Platform's content for commercial purposes without express written authorization.

17. Prohibited conduct

17.1 Unauthorized activity. The User may not: (a) engage in fraudulent activity or the unauthorized resale of flights; (b) manipulate or falsify inventory, pricing or booking data; (c) use fraudulent payment methods; (d) access accounts or systems without authorization; (e) extract data with automated tools; or (f) violate the law or third-party rights.

17.2 Enforcement. AeroRide may suspend or terminate accounts and pursue the remedies available to it in the event of prohibited conduct.

18. Suspension and termination

18.1 Grounds. AeroRide may suspend or terminate an account for breach of these Terms or of the law, fraud, unauthorized use of payment methods, repeated cancellations or no-shows, false information, legal requirement, or conduct that endangers the safety or integrity of the Platform.

18.2 Effects. Termination of the account does not by itself cancel a confirmed booking; AeroRide will inform the User whether each pending booking will be performed or cancelled. Amounts already paid are treated in accordance with Section 8, and AeroRide will not withhold any amount that Section 8 makes payable to the User.

18.3 Notice. AeroRide will seek to notify suspension or termination to the e-mail address associated with the account. In cases of fraud, safety risk or legal requirement it may act immediately.

19. Governing law and dispute resolution

19.1 Governing law. These Terms are governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws rules, together with the federal law of the United States applicable to air transportation and to air charter brokers. Nothing in these Terms waives any right that the mandatory consumer law of your country of residence makes non-waivable, nor displaces the aviation and safety law of the country in which a flight is operated.

19.2 Informal resolution first. The parties will seek in good faith to resolve any dispute before commencing formal proceedings, and the User will first contact AeroRide at sac@aeroride.app.

19.3 Forum. Any dispute not resolved informally will be submitted to the state or federal courts located in the State of Delaware, and the parties consent to their exclusive jurisdiction and to venue there. Nothing in this clause waives any right that applicable consumer law makes non-waivable.

20. Customer support

20.1 Support channel. Questions, requests and complaints must be directed in the first instance to sac@aeroride.app or to +1 786 982 6354. AeroRide will review each matter and respond by e-mail or by telephone.

20.2 Information required. To allow AeroRide to review a matter, the User should provide identification and contact details, the booking reference, a description of the issue and any supporting documentation.

21. Changes to these Terms

21.1 Changes. AeroRide may modify these Terms. Material changes will be communicated at least thirty (30) days before they take effect by e-mail to the address associated with the account, stating the effective date. Minor or administrative changes may take effect immediately. A booking already confirmed is governed by the version of the Terms in force on the date its booking confirmation was issued.

21.2 Acceptance. From the effective date, the Platform requires the User to accept the updated Terms at the next sign-in, before continuing to use it, and that acceptance constitutes acceptance of the change. A User who does not agree must stop using the Platform and may request closure of the account at sac@aeroride.app.

22. Contact

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