

## GENERAL TERMS AND CONDITIONS

### LEGAL NOTICE

The FLYOPS application (hereinafter referred to as "the Application") is edited by:

- FLYOPS, a simplified joint stock company with a capital of 150 000 euros, whose headquarters are located at 14 Allée des Acacias, 33700 Mérignac, France, registered in the Register of Trade and Companies of Bordeaux under number 511 679 896, duly represented by Mr. Xavier Joussaume as Chairman,

(hereinafter referred to as "**FLYOPS**")

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### PREAMBLE

The Application developed by FLYOPS allows any User who so wishes to order Services offered by FLYOPS in the context of the operation of their aircraft (hereinafter the "Client(s)").

### ARTICLE 1. DEFINITIONS

- "**BH (Business Hours)**": refers to the time period from 8:00 am to 6:00 pm in local time in France, from Monday to Friday, except for statutory public holidays in France.
- "**Client**": refers to the legal or natural person who registers on the Application to order Services from FLYOPS.
- "**NWH (Non-Working Hours)**": refers to any time period other than those defined in BH in local time France, on Saturdays, Sundays and statutory public holidays in France.
- "**Online Order**": refers to the action carried out by a User to order Services via the Application.
- "**Services**": refers to the flight and ground support services offered by FLYOPS to its Clients.
- "**Suppliers**": refers to the various service providers, whether or not they belong to the aeronautical sector, acting on behalf of FLYOPS for the benefit of the Clients (e.g., handlers, fuelers, hotels, airports, caretakers, caterers, transports, freight and any other suppliers).
- "**Third Party Client**": refers to the natural or legal person designated by the Client and acting on its behalf to benefit from the Services provided by FLYOPS. In the event of the appointment of a Third party Client, the Client remains the holder of the rights and obligations vis-à-vis FLYOPS.
- "**User**": refers to the natural or legal person using the Application.

These definitions apply equally to both singular and plural words.

## **ARTICLE 2. PURPOSE OF THE PRESENT TERMS AND CONDITIONS (T&Cs)**

The present T&Cs define the applicable contractual framework when using the Application and the applicable conditions when Services are ordered by Clients in connection with the operation of their aircraft.

They may be supplemented by specific conditions, for optional or negotiated services that the Client has chosen, which describe the particular situation of the Client concerned. These specific conditions may then derogate from these general conditions.

## **ARTICLE 3. ACCEPTANCE AND OPPOSABILITY OF THE T&Cs**

These T&Cs must be respected by any User who uses the Application. They define the conditions of access and use.

The acceptance of these T&Cs is mandatory before ordering Services from FLYOPS. Any User is presumed to have consulted the latest accessible version of these T&Cs and deemed to have accepted it.

This acceptance will consist in checking the box corresponding to the following sentence: "*I acknowledge having read and accepted all the T&Cs of FLYOPS*". The User acknowledges the evidential value of FLYOPS' automatic registration systems and, unless he or she provides proof to the contrary, he or she waives the right to contest them in the event of a dispute.

The acceptance of these T&Cs entails that the Users have the required legal capacity to do so.

Users are deemed to have accepted without reservation all the provisions of the present T&Cs, it being specified that if one or more provisions of the T&Cs are declared null and void, the validity of the remaining provisions hereof shall not be affected any manner.

These T&Cs are accessible at any time via the Application and will prevail, if any, over any other version or any other contradictory document. The User has the possibility to save on his computer and reproduce the T&Cs by any means (printing, downloading, etc.).

FLYOPS reserves the right to modify its T&Cs at any time. In the event of a modification of the T&Cs, the applicable T&Cs are those in force on the date of the download of the Application or the date of the last access or use of the Application by the User.

Users who have accepted a previous version of the T&Cs will be informed by any means of their modification and it will give rise to a notification on the Application.

## **ARTICLE 4. ACCESS TO THE APPLICATION**

In order to use the Application, the User must have a smartphone or a tablet device compatible with the Application (IOS, Android) and appropriate high-speed Internet access (a wifi and/or 3G/4G connection).

The Application is available 24 hours a day, 7 days a week.

However, FLYOPS reserves the right, without notice or compensation, to temporarily or permanently interrupt the Application to perform an update, maintenance operations, modifications or changes to operational methods, servers and accessibility times, without this list being exhaustive.

Consequently, FLYOPS is not liable for any damages that may result from these changes and/or from a temporary unavailability of all or part of the Application.

FLYOPS will do its best efforts to implement all necessary means to keep the Application accessible to Users.

## **ARTICLE 5. CREATION OF A CLIENT ACCOUNT**

The User who wishes to create a Client account declares and acknowledges that he or she respects all of the following requirements:

- To be 18 years old or older on the date of registration if he is a natural person;
- To have the legal capacity to enter into the present agreement;
- If the User uses the Application as a professional, that he holds all the rights, authorizations and powers necessary to accept it on behalf of the company, association, partner or any other entity on behalf of which he or she uses the Application;
- To have a suitable computer equipment to access the Application;
- To have a valid e-mail address.

The User undertakes to provide the information required to create his Client account, including contact details, the legal identification of the company, means of contact, as well as the Air Transport Certificate (ATC) and the insurance certificate when available and valid.

The User guarantees that the data provided to FLYOPS in order to register and during the use is accurate, complete and up to date.

The User is solely responsible for the confidentiality of his or her password and undertakes not to communicate it to a third party.

FLYOPS reserves the right to request one or more supporting documents for the information provided by Users when they register on the Application. If the User provides false, inaccurate, outdated, incomplete data or does not provide the requested supporting documents, FLYOPS reserves the right to suspend access to the Client's account or to close it.

## **ARTICLE 6. REQUIREMENTS FOR AN ONLINE ORDER**

### **6.1 Requirements**

The online Ordering of Services from FLYOPS is carried out using a standard form that contains certain mandatory information, including:

- The aircraft's route and schedules;
- The information necessary for the identification and tracking of the aircraft followed by FLYOPS such as: type, take-off weight, base of assignment, color, trademarks and registration code of the aircraft;
- The name, address, nationality and contact details of the aircraft owner and any other data and information deemed necessary by either party for the proper coordination of the Services;
- Crew and passenger(s)' contact details and passports for customs formalities;
- The services ordered;

- Fuel requirements (if any).

Licenses for aircraft pilots may also be requested by FLYOPS.

## **6.2 Supporting documents**

FLYOPS reserves the right to request any supporting documents in order to check the information provided by the Client. In this case, the Client will have to provide the requested documents within 15 days. In the event of failure to submit the supporting documents, FLYOPS reserves the right to reject any online Order.

## **6.3 Failure to report and incorrect information**

FLYOPS shall not be held liable for any errors in declaration or incorrect information provided by the Client that may affect the proper performance of the Services.

## **6.4 Updating information**

The information provided by the Client must be updated directly via the Client's account on the Application as soon as it is known by the Client using the "Update Form" available on the Application.

## **6.5 Security deposit and bond**

When it is planned or necessary to deposit any guarantee or security, the Client shall comply with this clause when necessary if he or she wishes to benefit from the concerned Services.

# **ARTICLE 7: SERVICES PROPOSED BY FLYOPS**

## **7.1 Access to the Services**

FLYOPS implements the technical and human resources to deliver to the Client all the Services necessary for the preparation, monitoring and ground handling support relating to its flights.

Access to the Services and flight preparation requests may be made directly via the Application through an online Order via a standard form. Such access to the Services will be provided 24 hours a day throughout the year. FLYOPS may use any Supplier, directly or by subcontracting, to deliver the Services chosen by the Client, subject to the necessary notice period to be provided to them and applicable timing for delivery of the Services by such subcontractors.

## **7.2. "Flight Support" and specific Services on demand**

The Services and related prices are presented to the Client in the summary form of the Client order as a quotation.

For specific Services on demand, they are divided into 4 categories of aircraft and differentiated according to 3 geographical areas in which the aircraft should operate for the requested Service. These Services can be subscribed to individually or in groups, at the Client's choice.

## **7.3. Other services provided**

Services which are not proposed on the Application may be subject to a specific study by FLYOPS and delivered to the Client(s) when possible.

## **7.4. Delivery of files and information**

Flight records will be delivered in priority via the Client account on the Application and by email. The Client must provide an email and/or webmail address when ordering online in order to be able to have access to his flight records from his tablet, mobile phone, computer, laptop or any other mobile device. If it is temporarily impossible to use an email, the FAX shipping solution will be preferred, the Client must then indicate the international telephone number of the fax machine on which he wishes to receive his

flight file. The Client may also authorize FLYOPS to communicate information to him by text messages (SMS) or telephone without the limited nature of such information being subject of a complaint from the Client.

#### **7.5. Transaction tracking and dashboard**

The Client can consult all his transactions and dashboards via the Application.

#### **7.6. Real-time chat**

FLYOPS provides Users with an online chat service. In principle, the chat service is accessible 24 hours a day, 7 days a week, except in the event of an interruption, scheduled or not, for the purposes of maintenance or in cases of force majeure.

#### **7.7. Loyalty program**

FLYOPS sets up a loyalty program for its Clients. The program allows Clients to benefit from advantages or offers for certain Services according to the number of Services performed on their behalf and ordered via the Application.

### **ARTICLE 8. ONLINE ORDERING PROCESS**

When a Client wishes to order Services from FLYOPS, the following steps must be followed:

- The User logs in to the Application and places an online Order by completing a standard form;
- FLYOPS receives a notification by e-mail and informs the related Suppliers;
- FLYOPS sends a quote to the Client which summarizes the Services and their estimated price;
- The Client accepts and signs the quote electronically;
- FLYOPS records the details of the credit card that will be used by the Client to pay for the Services;

At the end of the performance of the Services, the estimated price due for the Services may be adjusted according to the Services that have actually been delivered to the Client.

### **ARTICLE 9. PRICES**

#### **9.1 Prices structure**

The prices of the Services provided by FLYOPS are established according to the type of aircraft, the Services subscribed and the geographical area which is overflown by the aircraft.

#### **9.2 Price supplements**

Several provisions are provided for in the event of an overrun in relation to the Services ordered or of a particular use, whose terms and conditions are set out in the current prices list, in particular:

- Some Services and operators intervention in BH and during NWH are subject to additional invoicing;
- Communications ;
- Payments made on behalf of the Client;
- Fuel supply management ;
- Coordination of Supplier/Client Services.

#### **9.3 Prices changes**

All prices may be modified unilaterally by FLYOPS without prior notice. Prices changes are notified to Clients at the time they come into effect. The Client may delete his Client account when changes are made by FLYOPS.

## **ARTICLE 10. TERMS OF PAYMENT**

### **10.1. Invoicing**

The sums due for the provision of the Services are invoiced, with any potential annexes that may be attached, which are sent to the Client. FLYOPS can also issue intermediary invoices. Invoices are payable upon receipt.

### **10.2. Terms of invoices payment**

The invoiced amounts are due upon receipt of the invoice. The deadline for reception of the payment by FLYOPS is specified on the invoice. Failure to meet such deadline will result in the application of penalties provided for in Article 11.

### **10.3 Invoices and expenses on behalf of the Client**

FLYOPS may pay certain invoices or expenses on behalf of the Client and issued by a third party in respect of the Services provided to the Client. These invoices will be subject to an additional billing.

### **10.4 Fuel supply management**

FLYOPS can propose its Clients the management of fuel supply at stopovers in addition to the Services provided to the Client. This management must be the subject of a specific and complementary quote concerning one or more Services. FLYOPS' remuneration for this management is fixed in the fuel supply agreement.

## **ARTICLE 11. FAILURE TO PAY INVOICES**

### **11.1. Surcharge for late payment**

A surcharge for late payment is applied to amounts remaining due on the payment deadline indicated on the invoice. This surcharge is equal to the ECB's legal interest rate + 10 percentage points. It is calculated per period of fifteen indivisible days and includes a minimum collection of 40 euros as a penalty.

### **11.2. Suspension and termination by FLYOPS**

In addition, FLYOPS may suspend, after sending a formal notice that has remained without effect, all or part of its Services in the event of non-payment of an invoice within 15 days from the due date for payment. Payment of the Services remains due during the suspension period of the Services. FLYOPS may also delete a Client account automatically after sending a formal notice to pay which has remained without effect for a period of 30 days after the date of presentation or filing of the notice of pending proceedings. FLYOPS may then automatically delete the Client account without further notice, if the notice has always remained ineffective after a period of 30 days after the suspension of the Services.

## **ARTICLE 12. CONDITIONS FOR CANCELLING ORDERS**

### **12.1 Cancellation attributable to FLYOPS**

If FLYOPS cancels the Services ordered, FLYOPS undertakes to reimburse the Client for the full estimated Price of the Services.

### **12.2 Cancellation attributable to the Client**

If the Client wishes to cancel his online Order after validation by FLYOPS, he or she has the possibility to do so directly via the Application.

No payment will be due by the Client to FLYOPS if the Client informs FLYOPS of the cancellation of the online Order within 24 hours before the flight departure time.

The total estimated price of the Services will remain due to FLYOPS if the Client does not inform FLYOPS of the cancellation of the Services within 24 hours before the flight departure time.

## **ARTICLE 13. OBLIGATIONS OF THE PARTIES**

### **13.1 Obligations of FLYOPS**

FLYOPS is bound by an obligation of means when delivering its Services.

### **13.2 Obligations of the Client**

The Client undertakes to provide FLYOPS with all of the information which are necessary to deliver the Services in accordance with the specified notice period. The minimum notice period required by the Client to place an online Order is one (1) hour. It relates to the legal time for filing a flight plan. A longer notice period must be planned by the Client and depends on the different legal, regulatory and technical provisions of the territories, airports and countries overflown or used. It is therefore the Client's liability to confirm to FLYOPS, as soon as possible, the Services that the Client wishes to have delivered.

The Client or the Third party Client is liable for compliance with the rules and procedures in force and for the usual technical, operational or commercial checks to be carried out by the crew and/or passengers, the Client or the third party Client and concerning both the aircraft and the airspace, national territories and airports overflown or used.

The Client or the Third Party Client (pilot in particular) are fully liable for the use of the information, reservations and other Services provided by FLYOPS in accordance with the regulations and procedures in force.

## **ARTICLE 14. LIABILITY**

### **14.1 Liability of FLYOPS**

FLYOPS is liable for setting up the technical means necessary to deliver the Services to the Client and/or the Third party Client. However, it cannot be liable in the following cases:

- Failure to comply with the rules and procedures in force and the usual technical, operational or commercial checks to be carried out by the crew and/or passengers, and/or the Client and/or the Third party Client and concerning both the aircraft and the airspace, national territories and airports overflown or used;
- For Services provided by third parties and Suppliers;
- In the event of non-compliance by the Client with its obligations;
- In case of force majeure, as defined in Article 15.

If FLYOPS is liable, its liability shall be limited to the total price of the Services provided to the Client and which would be relevant to the assessment of the damage allegedly suffered by the Client.

With respect to the Services provided by Suppliers selected by FLYOPS on behalf of the Client, the Client is aware that the liability of suppliers involved in ground handling services will be limited in accordance with Article 8 of the IATA standard agreement as regards ground handling services of 2018 (SGHA, Standard Ground Handling Agreement). The amounts withheld for their liability are based on the applicable aviation insurance standards and include the following (extract from SGHA 2018):

## *AIRCRAFT TYPES AND LIABILITY*

### *Jets*

*USD 1 000 000 000*

*B747, B757, B767, B777, B787, DC-10, MD11, A300, A310, A330, A340, A350, A380*

*USD 750 000*

*B717, B737 Series, MD80 Series, MD90 Series, A320 Series*

*USD 500 000*

*BAE146 (AR8/AR100), C150/C300, Embraer 170, Embraer 190, all other western built airline jets not mentioned otherwise*

*USD 250 000*

*Embraer 145, Canadair RJ*

*USD 75 000*

*Cessna Citation, Fan Jet Falcon, Learjet 35/60, Dassault Falcon 20F*

*USD 50 000*

*Embraer 120*

*1 % of aircraft value, subject to a minimum of USD 50 000*

*Business Jets*

### *Turboprops*

*USD 100 000*

*Fokker 50, F27, FH-227, ATR42, ATR72, Saab SF340, Saab 2000, DHC7, DHC8, BAe ATP, Shorts SD330, Shorts SD360*

*USD 50 000*

*Embraer Brasilia-Dornier Do-228, Kingair 350, Jetstream 41*

*USD 25,000*

*DHC 6, Piper PA 31T, Swearingen Metro, King Air Cessna Conquest, Jetstream 31, Embraer Bandeirante*

*1 % of aircraft value, minimum USD 5 000*

*Light twin engined Propeller Aircraft*

*1 % of aircraft value, minimum USD 2 500*

*Light single engined Propeller Aircraft*

### *Helicopters*

*5 % of aircraft value, maximum USD 100 000*

## **14.2 Liability of the Client**

The minimum notice period that should be respected by the Client to place an online Order is one (1) hour. It relates to the legal time for filing a flight plan. A longer notice period must be planned by the Client and depends on the several legal, regulatory and technical provisions of the territories, airports and countries overflowed or used. It is therefore the Client's liability to confirm to FLYOPS, as soon as possible, the Services that he wishes to order.



The Client or Third Party Client is liable for compliance with the rules and procedures in force and for the usual technical, operational or commercial checks to be carried out by the crew and/or passengers, the Client or the Third Party Client and concerning both the aircraft and the airspace, national territories and airports overflown or used.

The Client or the Third Party Client (pilot in particular) are fully liable for the use of the information, reservations and other Services provided by FLYOPS in accordance with the regulations and procedures in force.

## **ARTICLE 15. FORCE MAJEURE**

In addition to those provided by French law and case law, the following are considered to be cases of force majeure or fortuitous events: exceptional bad weather, natural disasters, floods, fires, lightning, phenomena of electrical or electromagnetic origin, strikes, attacks and, more generally, events requiring the application of local or national plans and any other event of force majeure or fortuitous event as provided by French law and case law.

## **ARTICLE 16. INTELLECTUAL PROPERTY**

The content available on the Application, as well as trademarks, designs, models, animated or not images, texts, photographs, logos, graphic charters, software and programs, search engines, databases, sounds, videos, domain names, design, FLYOPS' know-how and all other contents comprising the Application (the "Elements"), without this list being exhaustive, are the exclusive property of FLYOPS or the partners or third parties who have granted her a license, and are protected by intellectual property rights that are or will be recognized under the laws in force.

FLYOPS grants the User a free, personal, non-exclusive and non-transferable right to access and use the Application, subject to acceptance of and compliance with these T&Cs. Any other right is expressly excluded without the express consent of FLYOPS. These T&Cs do not involve any transfer of any kind of intellectual property rights on the Elements owned to FLYOPS for the benefit of the User.

In particular, any downloading, reproduction, representation, adaptation, decompilation or total or partial deletion of all or part of the Elements, without the express authorisation of FLYOPS or the rights owners on such contents, is prohibited and would constitute an infringement punishable by the provisions of the French Intellectual Property Code.

Consequently, the User shall refrain from any action and any act likely to directly or indirectly infringe FLYOPS' intellectual property rights.

## **ARTICLE 17. DELETION OF THE ACCOUNT BY THE CLIENT**

The Client may delete his or her Client account at any time by sending an email to FLYOPS. All sums which remain due by the Client to FLYOPS in relation to past or ongoing Services are then immediately due and payable.

## **ARTICLE 18. COMPLAINTS**

If the Client makes a complaint, he or she must bring it to FLYOPS' attention in writing (simple letter or email) within fifteen (15) days from the date of the dispute. FLYOPS undertakes to answer to the Client in writing, within fifteen (15) days of receipt of his letter, of the resolution and/or processing of his complaint.

## **ARTICLE 19. LITIGATIONS**

### **19.1 Amicable settlement**

FLYOPS and the Client shall undertake to attempt to settle amicably any dispute relating to the interpretation and/or execution of these T&Cs, before applying to any court.

### **19.2 Governing law and jurisdiction**

The T&Cs, and any extra-contractual obligation arising from the T&Cs or the use of the Application, shall be governed by and interpreted in accordance with French law.

Users and Clients undertake to make their best efforts to settle their disputes amicably. If no amicable solution is reached between the parties within one (1) month, any dispute relating to the present T&Cs shall be submitted to the exclusive jurisdiction of the competent French courts to which each of the parties expressly grants jurisdiction.