

A D V A N C E D   A I R



## Terms of Use

Effective Date: January 1, 2018

**NOTICE OF ARBITRATION PROVISIONS:** Your use of Our Site is subject to binding individual arbitration of any disputes which may arise, as provided in Section XV below. Please read the arbitration provisions carefully and do not use Our Site if you are unwilling to arbitrate any disputes you may have with us as provided below.

Welcome to [www.advancedaircharters.com](http://www.advancedaircharters.com). The [www.advancedaircharters.com](http://www.advancedaircharters.com) website (the "Site") is comprised of various web pages operated by Advanced Air, LLC ("Advanced Air," "Our," "Us" or "We"). [www.advancedaircharters.com](http://www.advancedaircharters.com) is offered to You ("You," "Your" or "User") conditioned on Your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes Your agreement to all such Terms. Please read these Terms carefully, and keep a copy of them for Your reference. The purpose of this website is to provide information regarding services available through Advanced Air, LLC and allow Advanced Air customers to reserve flights and manage their reservations.

BY ACCESSING OR USING THE SITE, USER AGREES TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

### I) General

This Site provides information about Advanced Air, LLC and its services. All services advertised on this Site are available for delivery only within the United States. Use of this Site is limited to legitimate purposes. Advanced Air may, from time to time, introduce new features to this Site or modify or delete existing features in its sole discretion. Advanced Air shall notify You of any of these changes to features to the extent Advanced Air may be required to do so by law. By using any new or modified features when they become available, You agree to be bound by these Terms concerning such features. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to these Terms would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid these Terms being deemed illusory or unenforceable.

Advanced Air does not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of the information contained herein for commercial purposes. All prices for services offered by Advanced Air on this Site are quoted in U.S. currency, are valid and effective only in the United States, and are subject to change at any time without notice.

### II) Privacy

Your use of the Site is subject to Advanced Air's Privacy Policy (located at [www.advancedaircharters.com](http://www.advancedaircharters.com), which is incorporated herein by reference. Please review Our Privacy Policy, which also governs the Site and informs users of Our data collection practices. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing this Site, or using any features, You agree that You will first review Our Privacy Policy.

### **III) Electronic Communications**

Visiting the Site or sending emails to Advanced Air constitutes electronic communications. You consent to receive electronic communications and You agree that all agreements, notices, disclosures and other communications that we provide to You electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **IV) Permitted Use of the Site and Your Account**

#### **Use of the Site**

Our Site is for your personal and non-commercial use. Unless otherwise agreed to in writing by Advanced Air, you agree that you will not use the Site, or duplicate, download, publish, modify or otherwise distribute or use any material on the Site for any purpose, except for your personal, non-commercial use. You also agree that you will not link to any page on the Site other than the home page (for example, "deep linking"), without Advanced Air's prior written consent. Use of the Site or other Service or any materials or content on the Site for any commercial or other unauthorized purpose is prohibited. Advanced Air cannot and will not be liable for any loss or damage arising from User's failure to comply with User's obligations hereunder. Advanced Air reserves the right to suspend or terminate any User's use of this Site upon notice to User that it reasonably determines may have been used for an unauthorized purpose. Advanced Air will not be liable for any damage, injury or other such loss that the User incurs by failing to comply with these Terms.

#### **Your Account**

If You establish a personal account with us, you agree to (1) provide true and accurate data about yourself on our account registration form, and to update and keep such data current. If You use this site, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer and/or other device, and You agree to accept responsibility for all activities that occur under Your account or password. You may not assign or otherwise transfer Your account to any other person or entity. You acknowledge that Advanced Air is not responsible for third party access to Your account that results from theft or misappropriation of Your account. Advanced Air and its associates reserve the right to refuse or cancel Your service, terminate accounts, or remove or edit content in our sole discretion, without prior notice to You.

### **V) User Conduct**

It is a condition of Your use of the Site that You do not:

- A) Interfere with any other user from using and enjoying the Site;
- B) Collect information about other users or third parties via the Site or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, or any other form of unauthorized solicitation;
- C) Engage in the systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory, without Advanced Air's prior written consent;
- D) Solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users; or
- E) Attempt to gain unauthorized access to other computer systems or networks connected to the Site.

Additionally, you agree that you will not use the Site to upload, post, or otherwise distribute or facilitate distribution of any material that:

F) is libelous, defamatory or slanderous;

G) is sexually suggestive or contains explicit sexual content (including nudity);

H) Does or may denigrate or offend any individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

I) Does or may threaten, abuse, harass, or invade the privacy of any third party;

J) Is fraudulent or infringes the rights of any third party, including, without limitation, patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights;

K) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

L) Contains a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any data or other information of any third party;

M) Encourages conduct that would constitute a criminal offense or give rise to civil liability;

N) Impersonates any person or entity, including any employee or representative of Advanced Air; or

O) Violates any applicable law or these Terms.

## **VI) Children's Online Privacy Protection Act Notification**

Advanced Air is not designed or intended for use by persons under the age of 18. Advanced Air does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If You are under 18, You may use the Site only with permission of a parent or guardian.

Pursuant to 47 U.S.C. Section 230(d) as amended, Advanced Air hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation Web site, <http://www EFF.org>. To view information on our policy regarding the privacy of children under the age of 13, please see our Privacy Policy.

## **VII) Monitoring**

Advanced Air may, but has no obligation to, monitor the use of the Site and Our services by Users. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with the Advanced Air Privacy Policy. Furthermore, Advanced Air reserves the right at all times to disclose any information posted on any portion of the Site and Our services as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in Advanced Air's sole and absolute discretion are objectionable or in violation of these Terms.

## **VIII) Links to Third Party Sites/Services**

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Advanced Air and Advanced Air is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Advanced Air is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by Advanced Air of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.advancedaircharters.com domain, You hereby acknowledge and consent that Advanced Air may share such information and data with any third party with whom Advanced Air has a contractual relationship to provide the requested product, service or functionality on behalf of the Site's users and customers.

## **IX) No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of Your use of the Site, You warrant to Advanced Air that You will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Unless otherwise noted, the trademarks, logos, photography, brand names and service marks used on this Site are owned by Advanced Air or by third parties that have licensed their use to Advanced Air. User may print copies of the content of this Site, provided that these copies are made only for internal use, and that any notices contained in any such content, such as all copyright notices, trademark legends, or other proprietary rights notices, are maintained. Other use of these marks or Site content, except as specifically permitted in these Terms or in a writing signed by an authorized employee of Advanced Air, is strictly prohibited. Elements of this Site are protected by trade dress, trademark, unfair competition and other state and federal laws and, except as expressly permitted herein, may not be copied or imitated in whole or in part by any means, including, but not limited to, the use of framing or mirrors. User shall not store electronically any significant portion of this Site.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Advanced Air content is not for resale. Your use of the Site does not entitle You to make any unauthorized use of any protected content, and in particular You will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for Your personal use, and will make no other use of the content without the express written permission of Advanced Air and the copyright owner. You agree that You do not acquire any ownership rights in any protected content. We do not grant You any licenses, express or implied, to the intellectual property of Advanced Air or our licensors except as expressly authorized by these Terms.

## **X) Third Party Accounts**

You may be able to connect Your Advanced Air account to third party accounts. By connecting Your Advanced Air account to Your third party account, You acknowledge and agree that You are consenting to the continuous release of information about You to others (in accordance with Your privacy settings on those third party sites). If You do not want information about You to be shared in this manner, do not use this feature.

## **XI) International Users**

The Service is controlled, operated and administered by Advanced Air from our offices within the USA. If You access the Service from a location outside the USA, You are responsible for compliance with all local laws. You agree that You will not use the Advanced Air Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **XII) Indemnification**

You agree to indemnify, defend and hold harmless Advanced Air, its officers, directors, employees, partners, agents and third parties (the "Advanced Air Parties"), for any damage, loss, cost or expense (including without limitation, legal fees and costs) incurred in connection with any third-party claim, demand, proceeding or action ("Claim") brought against any of the Advanced Air Parties relating to or arising out of Your use of or inability to use the Site or services, any user postings made by You, Your violation of any of these Terms or Your violation of any rights of a third party, or Your violation of any applicable laws, rules or regulations, including without limitation any trademark, copyright or other proprietary or privacy right. If you are obligated to indemnify any of the Advanced Air Parties, Advanced Air may, in its sole and absolute discretion, control the defense and disposition (including its possible settlement) of any Claim at your sole cost and expense. Without limitation of the foregoing, you will not settle, compromise or in any other manner dispose of any Claim without the written consent of Advanced Air.

## **XIII) Disclaimer of Warranties**

While Advanced Air uses reasonable efforts to include up to date information on the Site, Advanced Air makes no warranties or representations as to its accuracy, timeliness, reliability, completeness or otherwise. All information, software, products, and services included in or available through the Site are of a general nature only. The documents and related graphics may include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Advanced Air and/or its suppliers may make improvements and/or changes to the Site at any time. We expressly disclaim any responsibility or liability for any adverse consequences or damages resulting from Your use of the Site or reliance on the information included in or available through the Site.

ADVANCED AIR PROVIDES THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. ADVANCED AIR, ADVANCED AIR PARTIES, ITS AFFILIATES, AGENTS AND LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ADVANCED AIR DOES NOT WARRANT THAT THE SITE OR OTHER SERVICE WILL (1) BE UNINTERRUPTED; (2) BE FREE FROM INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; (3) MEET YOUR REQUIREMENTS; OR (4) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. YOUR USE OF THE SITE IS SOLELY AT YOUR RISK.

## **XIV) Limitation of Liability**

YOUR USE OF OUR SITE IS ENTIRELY AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADVANCED AIR, ADVANCED AIR PARTIES AND/OR ITS SUPPLIERS BE LIABLE TO USER OR ANY OTHER ENTITY OR PERSON FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR ANY OTHER INTERNET WEBSITE, WITH THE DELAY OR INABILITY TO USE THE SITE, RELATED SERVICES OR ANY OTHER INTERNET WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVANCED AIR OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, ADVANCED AIR'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION. YOU UNDERSTAND AND AGREE THAT IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## **XV) Dispute Resolution**

In the event of a dispute under this Agreement, where such dispute has not been settled within ninety (90) days after written notice from either party to the other of the existence of the dispute, the parties

agree that, at the request of either party, such dispute will be submitted for binding arbitration with the following conditions:

A) The proceeding will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, provided, however, that the arbitrator will be required to issue a statement of the reasons upon which his or her decision is based;

B) The proceeding will be held in Hawthorne, CA;

C) The arbitrator will decide the assignment of the costs of the arbitration based on allocation of fault;

D) The proceeding will be closed except to the parties, their attorneys, representatives, witnesses, and experts, all of whom must agree or have a duty to maintain the confidentiality of the dispute and its result, except as needed to implement the ruling; and

E) The decision of the arbitrator will be enforceable in any court of competent jurisdiction. The arbitrator will not be authorized to override any provision hereof, including, without limitation, any specified limitations of liability.

## **XVI) Termination/Access Restriction**

In its sole and absolute discretion, with or without notice to you, Advanced Air may cease to provide services to You through the Site or add or create new limits to our services at any time. Advanced Air may suspend or terminate your use of and access to the Services, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Services without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Services with identical user identification, (ii) permitting another person or entity to use your user identification to access the Services, (iii) any unauthorized access or use of the Services, (iv) any violation of these Terms, or (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Services. You may terminate your account according to your Membership Plan details by contacting Member Care at [flights@advancedaircharters.com](mailto:flights@advancedaircharters.com). Advanced Air shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Services. Termination, suspension, or cancellation of the Services or your access rights shall not affect any right or relief to which Advanced Air may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Advanced Air.

## **XVII) Force Majeure**

Advanced Air shall not be liable for any nonperformance or delay in performance caused by any act or event beyond its reasonable control, including, but not limited to, acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lockouts, fire, flood or any other act of God, any law, regulation, ordinance or other act or Order of any court, government or governmental agency, or delays, unavailability, errors or other failures of the Internet or other data networks.

## **XVIII) Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You.

## **XIX) Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between You and Advanced Air as a result of this agreement or use of the Site. Advanced Air's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Advanced Air's right to comply with governmental, court and law enforcement requests

or requirements relating to Your use of the Site or information provided to or gathered by Advanced Air with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Advanced Air with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Advanced Air with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English. These Terms shall be governed by the laws of the State of California, without regard to its conflict of law rules. Any claims or litigation arising under these Terms will be brought by the parties solely in the Federal courts in the Central District of California or the State courts in Los Angeles County, California.

## **XX) Changes to Terms**

Advanced Air reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Advanced Air encourages You to periodically review the Terms to stay informed of our updates.

## **XXI) Contact Us**

Advanced Air, LLC  
12101 Crenshaw Blvd, Ste. 100  
Hawthorne, California, USA 90250

Email Address: [flights@advancedaircharters.com](mailto:flights@advancedaircharters.com)  
Telephone number: (310) 644-3344