

## Passenger Notices

Welcome to flyExclusive! Please refer to the important information below as you prepare for your journey. These terms and conditions apply when flying with us or with one of our carefully selected affiliates. Adherence to these terms and conditions is appreciated and will help prevent any service delay or cancellations.

<b>Key Reminders</b>	<ul style="list-style-type: none"> <li>The reservation holder (“Customer”) is responsible for payment of all associated flight costs unless other arrangements are approved by flyExclusive</li> <li>Bring appropriate government-issued identification for security and immigration processing</li> <li>Confirm you are healthy and medically cleared for air travel.</li> <li>Use seatbelts at all times: during taxi, takeoff, and landing, as well as whenever seated during flight</li> <li>No smoking or vaping allowed</li> <li>Notify flyExclusive in advance if you intend to bring any special medical equipment, pets, or oversized luggage</li> <li>Non-compliance with safety, security, customs, and immigration laws may result in fines, arrest, or denial of future travel with flyExclusive.</li> </ul>
<b>Passenger Identification</b>	<p><b>Domestic Flights:</b> Customer must provide the full legal name and date of birth of each passenger at least 24 hours before the flight. A valid government-issued photo ID must be presented before boarding. A parent or legal guardian may vouch for the identity of any passenger under the age of 18. (Note: May 7, 2025, is the deadline for compliance with the U.S. passenger identification requirements for REAL ID Compliance with REAL ID requirements by May 7, 2025, is mandatory. Passengers without a REAL ID-compliant identification will not be allowed to board domestic flights. (<a href="https://www.tsa.gov/real-id">https://www.tsa.gov/real-id</a>.)</p> <p><b>International Flights:</b> Customer must provide the full legal name, passport number, and any required visa information at least 72 hours before the flight. A valid passport and any required visas must be presented before boarding. If flyExclusive is required to carry any passenger out of a country on the trip itinerary due to refused entry or deportation by that country’s authorities (e.g., due to a health, immigration, or legal concern), Customer shall be responsible for the cost of the unscheduled return flight, including the cost of any aeromedical aviation services if flyExclusive reasonably determines that the use of such services are beneficial or necessary for the health of its employees or third parties.</p> <p>When requested, reliable passenger weight information must be provided so that aircraft weight and balance calculations can be performed.</p> <p>Failure to timely disclose passenger information or present required documentation may result flight delay or cancellation.</p>
<b>Passenger Health</b>	<p><b>Personal Responsibility.</b> Each passenger must ensure he or she is healthy enough for air travel, including being free from symptoms of any illness subject to a public health crisis. If exposed to any pathogens prior to flight, the passenger should seek medical clearance before traveling. If a passenger is subject to any physical limitations that may hinder the ability to board or exit the aircraft, sit for a prolonged period, or handle air turbulence, he or she is responsible to make his or her own assessment of the suitability of air travel for transportation needs, assume the risk of boarding, exiting, sitting on, and moving about the aircraft.</p> <p><b>Natural Exposure During Travel.</b> The passenger acknowledges the natural health risks associated with travel and hereby releases flyExclusive, the air carrier operating your flight, and each of their affiliates, directors, officers, employees, agents, successors, and assigns from any liability or claims (including any claims based on contract or tort) relating to an illness that may have resulted from exposure during travel.</p>
<b>Arrival at Airport Before Departure Time</b>	<p><b>General Domestic Flights.</b> Please arrive in the airport facility at least twenty (20) minutes prior to the arranged departure time for a domestic U.S. flight. The time provided in the trip itinerary is the planned time for the aircraft to takeoff, and before that takeoff, time is needed for the passengers to meet with the crew, board and stow luggage, receive a safety briefing, and taxi the aircraft out to the runway.</p> <p><b>International Flights &amp; Special Conditions.</b> Please arrive at least one (1) hour in advance for international flights or if the departure airport is under departure slot limitations, approaching an evening curfew time, or is congested or experiencing adverse weather conditions.</p>

<b>In-Flight Behavior</b>	<p><u>Lawful Behavior &amp; Following Crew Instructions.</u> All passengers must comply with all applicable safety, security, customs, and immigration laws of each jurisdiction associated with the flight. All passengers must comply with all aviation safety and security instructions from the flight crew and must never threaten or assault a crewmember.</p> <p><u>Respect for the Aircraft Cabin Environment.</u> All passengers must treat the aircraft interior with respect. Ordinary wear from usage is expected. Intentional or reckless damage to the seats or other areas of the interior is not permitted.</p> <p><u>Potential Financial Responsibility.</u> You will indemnify flyExclusive and the operating air carrier against any damage that may incur due to your violation of applicable law, failure to follow flight crew safety or security instructions, threat or assault, or intentional or reckless damage of property.</p>
<b>Use of Seat Belts</b>	<p>Seatbelts must be worn during taxi, takeoff, landing, and whenever instructed by the flight crew. At all other times, passengers are advised to wear a seat belt while seated.</p>
<b>Aviation Security</b>	<p><u>Weapons &amp; Other Prohibited Items.</u> Certain items may not be carried on commercial aircraft (see <a href="http://www.tsa.gov/travel/security-screening/whatcanibring/all">www.tsa.gov/travel/security-screening/whatcanibring/all</a>). Customer must notify flyExclusive at booking if he or she intends to bring weapons on the aircraft. Weapons must be secured in a lockable container, with ammunition in a separate container. Provide all keys to the flight crew. Containers must be hard-sided or otherwise made of material that cannot be cut or pulled open without the use of power tools.</p> <p><u>Inspection.</u> All persons, luggage, and personal items entering the aircraft are subject to inspection as required by law or as reasonably determined necessary by the flight crew.</p> <p><u>Airport Ground Security &amp; International Restrictions.</u> Additional requirements may be imposed by the airport or fixed base operation through which you will be boarding at or departing from, and if passenger is flying between countries, there may be additional laws governing the possession or transportation of weapons. The passenger is personally responsible for knowledge of and compliance with any airport, fixed base operation, or foreign laws and other requirements.</p>
<b>Smoking &amp; Vaping are prohibited</b>	<p>Smoking and vaping are prohibited on all flights. The cost of cleaning and repair will be billed to Customer should a violation occur.</p>
<b>Passenger Intoxication</b>	<p>The flight crew, at its discretion, may prohibit any passenger from boarding the aircraft if the passenger appears and/or behaves intoxicated or under the influence of a controlled substance.</p>
<b>Catering</b>	<p>Standard beverages and snacks are available at no charge. At your request, additional in-flight food service may be ordered for a fee. Contact flyExclusive for more options and pricing.</p>
<b>Hazardous Materials</b>	<p>U.S. law prohibits the carriage of hazardous materials on passenger aircraft. Violations may result in 5 years' imprisonment and penalties of \$250,000 or more. Hazardous materials include explosives, compressed gas, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Certain batteries also are prohibited. For your reference a detailed list is available at: <a href="http://www.faa.gov/hazmat/packsafe/">www.faa.gov/hazmat/packsafe/</a>.</p> <p><u>Lithium Batteries.</u> If carriage is permitted by the Federal Aviation Administration (FAA) (see <a href="http://www.faa.gov/hazmat/packsafe/">www.faa.gov/hazmat/packsafe/</a>), each item containing a lithium battery must be carried in the cabin of the aircraft, and not placed in your checked baggage. This includes all smartphones, laptops, tablets, cameras, electric toothbrushes, e-cigarettes, mobility assistance devices, and hover boards.</p> <p><u>Medical Oxygen &amp; Other Medical Assistance.</u> Compressed oxygen cylinders are not permitted. Portable oxygen concentrators are allowed if prescribed by a doctor. Please discuss any oxygen needs with a physician when traveling at altitude in an aircraft.</p> <p>Oxygen concentrators must bear a manufacturer's label stating that the device complies with applicable FAA requirements for carriage and use on the aircraft.</p> <p>A passenger using an oxygen concentrator may not sit in a designated exit seat or otherwise allow the device to block emergency equipment or exits.</p> <p>Please contact flyExclusive if you need any assistance with your medical travel needs.</p>

<b>Pilot in Command</b>	<p>flyExclusive’s number one priority is passenger safety. The captain of the aircraft is the final authority for the safe and secure operation of the aircraft and as such shall have complete discretion concerning the acceptability of passengers or baggage, preparation of the aircraft for flight, whether a flight shall be undertaken, route of flight, fuel stops if required, diversion and termination of the flight. Customer shall accept as final and binding all decisions of the captain on all matters relating to the operation of the aircraft, including any deviation from proposed route or where landing shall be made.</p>
<b>Controlled Substances &amp; Prescription Medicines</b>	<p><u>Controlled Substances</u> are strictly forbidden on the aircraft. Violations may result in immediate landing, involvement of law enforcement, and additional costs including but not limited to those associated with the diversion of the aircraft, cooperation with local law enforcement, any detention of the aircraft, any medical treatment relating to passenger or crewmember exposure to the substance, and thorough cleaning of the aircraft.</p> <p><u>Medicine.</u> Passenger may carry and use any prescription medicine as long as it is prescribed to the passenger, except medical marijuana (or any product containing tetrahydrocannabinol, commonly referred to as “THC”). The FAA and certain foreign authorities still prohibit marijuana, despite legalization in certain jurisdictions.</p> <p><u>Hemp.</u> Hemp was removed from the list of federally controlled substances in 2018. However, certain state and foreign laws still regulate the carriage of hemp. FlyExclusive still treats hemp as a controlled substance. Any hemp seeds, plants, are prohibited.</p>
<b>Children &amp; Infants</b>	<p><u>Seating Requirements.</u> Infants under 2 must be in an FAA-approved child safety seat or on an adult's lap. Children 2 and older require a passenger seat. An adult may carry only 1 lap-held infant at a time. Children may not be seated alone or on an adult’s lap in an emergency exit seat. For additional information on safety considerations for children under 40lbs, please see <a href="http://www.faa.gov/travelers/fly_children">www.faa.gov/travelers/fly_children</a>.</p> <p><u>Unaccompanied Minors.</u> Please review and complete the “Unaccompanied Minor Trip Request Form” provided below <u>if a minor under 16 years of age will be flying unaccompanied by an adult, whether domestically or internationally.</u> The purpose of the form and flyExclusive policies is to help ensure minor passengers are safe during flight while the crew is performing their duties and to ensure that minors are brought to the airport and picked up from the airport only by persons that a parent or legal guardian has identified as approved. A completed form must be submitted before the flight. Any delay of receipt of the completed consent form can impact the flight’s departure time. Minors under age 12 may not travel without a passenger over age 16 present. Minors under age 5 may not travel without an adult present.</p> <p><u>International Trips without Both Parents Present.</u> Please review and complete the “Parental Consent Affidavit for Minor International Travel” provided below, <u>if a minor (individual under 18 years of age) will be flying without both parents present between countries or territories that are not part of a common residential or immigration area</u> (e.g., the Schengen Area in Europe). The purpose of the form and implementing policies is to help reduce the risk of minor passengers being transported internationally without permission from both of their parents (including the permission of any parent not traveling with them on the flight). A completed form must be submitted before the flight. A delay in receipt of the completed form can impact the flight’s departure time. In some instances, you may be asked to have a parental signature notarized to confirm the identity of the signer or to help ensure smoother immigration processing for the minor. If one parent is deceased, a certified copy of the deceased parent’s death certificate will be required in lieu of a second parental consent. flyExclusive reserves the right to request additional documentation as reasonably necessary to ensure compliance with applicable laws, regulations, and immigration requirements.</p>
<b>Service Animals &amp; Pets</b>	<p>Notify flyExclusive if bringing service animals or pets. Safety measures may be required, and additional cleaning fees may apply. Accompanying pets may reduce the number of available seats in the aircraft. If travelling internationally, the passenger is responsible for satisfying any animal quarantine or other entry requirements upon arrival in each country on the itinerary.</p> <p>The reservation owner will be charged for the cost of repairs and cleaning services as a result of a pet or service animal. Passenger is responsible for ensuring that any accompanying pet or service animal does not injure the flight crew, other passengers, or other individuals at the airport before boarding and after deplaning.</p>

<b>Oversized and Excess Baggage</b>	<p>Please inform flyExclusive of any ski equipment, golf clubs, or any other oversized or excess baggage items at booking so that the assigned aircraft is able to accommodate such items, or so that we may help you arrange to have them shipped separately if necessary. Any bag with combined exterior dimensions (height plus width plus depth) of more than 62 inches (158 cm) or weighing more than 50 pounds (23 kg) is considered oversized. Failure to timely disclose any oversized or excess baggage at booking may result in flight delay or cancellation.</p>
<b>Baggage Claims</b>	<p>Passengers must report any lost or damaged baggage before departing the airport, and must report the loss or damage of any other personal property within 24 hours after deplaning. Passenger is responsible for ensuring that valuables, fragile items, and perishables are reasonably packaged, labeled and crew is informed of such items if necessary. Reimbursement for the loss or damage of baggage or other personal property will be denied if a claim is not made in a timely manner. flyExclusive assumes responsibility only for passenger baggage or other personal property in its possession and are not responsible for baggage or other personal property possessed by third parties.</p>
<b>Privacy</b>	<p>Passenger data is confidential and used only as required by law or for service provision. We do not sell or share data with third parties.</p>
<b>Liability Limits</b>	<p>FLYEXCLUSIVE IS NOT RESPONSIBLE FOR FORCE MAJEURE AND EVENTS BEYOND ITS REASONABLE CONTROL, INCLUDING (BUT NOT LIMITED TO) AIR TRAFFIC CONTROL CHANGES, WEATHER EVENTS, UNSCHEDULED AIRPORT CLOSURES, PASSENGER OR CREW ILLNESS, OR UNSCHEDULED AIRCRAFT MAINTENANCE NEEDS.</p> <p>FLYEXCLUSIVE IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF THIRD PARTIES, INCLUDING AIR TRAFFIC CONTROL SYSTEMS, AIRPORT OPERATORS, AND VENDORS (UNLESS SUCH VENDOR IS ONE OF OUR AFFILIATED COMPANIES). FLYEXCLUSIVE ALSO IS NOT LIABLE FOR ANY IMPACT ON YOUR FLIGHT DUE TO AN EVENT OF FORCE MAJEURE, INCLUDING WEATHER CONDITIONS, AIR TURBULENCE DURING FLIGHT, OR OTHER EVENTS THAT ARE BEYOND FLYEXCLUSIVE’S REASONABLE CONTROL.</p> <p>THESE LIABILITY LIMITS APPLY EVEN IN CASES OF TRAVEL DELAY OR CANCELLATION, PROPERTY DAMAGE, OR PERSONAL INJURY. IN ADDITION, FLYEXCLUSIVE IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, LOST PROFIT, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID FOR THE TRANSPORTATION AND THE INSURANCE DESCRIBED BELOW.</p>
<b>Insurance</b>	<p>Except as may be expressly provided by written agreement between flyExclusive and its customer, flyExclusive will provide (and will require any third-party air carrier arranged by flyExclusive to provide) a minimum combined single limit liability insurance coverage of \$100 million for all fixed-wing, turbojet aircraft operations. (All aircraft in flyExclusive’s fleet have \$150 million or more worth of coverage.) Special limits may apply for other aircraft types.</p> <p>YOU AGREE TO ACCEPT THE PROCEEDS OF THE INSURANCE COVERAGES DESCRIBED ABOVE AS YOUR SOLE RECOURSE AGAINST FLYEXCLUSIVE FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH, OR PROPERTY DAMAGE) TO ANY PASSENGER; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF FLYEXCLUSIVE’S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.</p> <p>YOU ACKNOWLEDGE THAT THE PROTECTION AFFORDED YOU BY THE COVERAGES DESCRIBED ABOVE MAY BE INVALIDATED OR OTHERWISE LIMITED IF YOU OR YOUR GUEST PASSENGERS ON A FLIGHT ENGAGE IN GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT.</p>
<b>Future Updates</b>	<p>These passenger notices may be updated or revised from time to time in response to changes in applicable law, industry practices, or company policy.</p>

# # #

### Unaccompanied Minor Trip Request Form

*(for use when minor under 17 years of age is traveling unaccompanied by an adult, whether domestically or internationally)*

<b>General Requirements</b>	<ul style="list-style-type: none"> <li>No children under 5 may travel without an adult present.</li> <li>No children under 12 may travel without a passenger age 16 or older present.</li> <li>Children 12 and older may travel unaccompanied.</li> </ul>	
<b>Unaccompanied Minor Information</b>	Minor #1 Legal Name _____ DoB _____ Gender _____ Minor #2 Legal Name _____ DoB _____ Gender _____ Minor #3 Legal Name _____ DoB _____ Gender _____	
<b>Trip Information</b>	Departure Date _____ Departure Airport _____ Arrival Airport _____	
<b>Responsible Party – Departure Airport</b>	Name _____ Relationship to Minor _____ Address _____ Primary Phone _____ Alternate Phone _____	
<b>Responsible Party – Arrival Airport</b>	Name _____ Relationship to Minor _____ Address _____ Primary Phone _____ Alternate Phone _____	
<b>Alternate Responsible Party – Arrival Airport</b>	Name _____ Relationship to Minor _____ Address _____ Primary Phone _____ Alternate Phone _____	
<b>Parent/Guardian Consent</b>	<ol style="list-style-type: none"> <li>1. I, the undersigned parent or guardian of the above-named minor child(ren) (each, a “Minor”) agree to and request the unaccompanied carriage of said Minor and certify that the information provided herein is accurate.</li> <li>2. I confirm that I have arranged for the Minor to be accompanied to the departure airport and to be met at the arrival airport by the person(s) identified above. Such person(s) will remain at the departure airport until the flight has departed and/or be available at the arrival airport at the scheduled time of arrival. Should the Minor not be met as provided herein, I authorize the Carrier to take whatever actions its crewmembers consider appropriate to ensure the Minor’s safe custody, up to and including returning the Minor to the departure airport, and I agree to indemnify and hold harmless the Carrier from and against all claims resulting from taking such action and to reimburse the Carrier for any reasonable costs incurred therefrom.</li> <li>3. I confirm that the Minor is in possession of all necessary travel documents required by applicable laws. Children under age 18 are not required to carry identification if traveling within the United States.</li> <li>4. I acknowledge that the Carrier’s crewmembers are not babysitters or flight attendants, and do not administer any medication. I have instructed the Minor to comply with all crewmember instructions and I confirm that the Minor understands.</li> </ol> Parent/Guardian Name _____ Date _____ Parent/Guardian Signature _____	
<b>Transfer Of Custody – Crewmember to Complete</b>	<b>Departure Airport</b> Crewmember Name _____  Signature _____ <input type="checkbox"/> Responsible Party I.D. checked	<b>Arrival Airport</b> Crewmember Name _____  Signature _____ <input type="checkbox"/> Responsible Party I.D. checked

