

Air X Charter Limited (“AirX”) General Conditions of Carriage

General Conditions of Carriage in the capacity as contractual carrier for carriage executed by AirX (AOC MT-17) as contractual carrier.

1. Scope

1.1. These General Conditions of Carriage (“GCC”) shall apply to all flights executed by AirX and/or on their behalf by another carrier (Actual Carrier) and which are subject to either a direct booking by a passenger, and/or a booking through a broker or agent of the passenger (Charterer).

1.2. AirX is the Contracting Carrier as defined in legislation governing carriage by air and the party to the contract with the Passenger irrespective of whether the contract has been concluded with the Passenger or with the Charterer acting as an agent on behalf of the Passenger. If AirX has the carriage to which the Passenger is entitled, executed by another carrier, such other carrier is the Actual Carrier as defined in legislation governing carriage by air.

1.3. In the case of bookings through a Charterer, in addition to these GCC, the terms and conditions as contained in the Charter Agreement (“CA”) concluded with the Charterer shall also apply.

1.4 In case of conflict between these GCC and the CA, these GCC shall take precedence in as far as the passengers are concerned except as may be otherwise agreed between the parties.

1.5. In these GCC the term “Passenger” shall mean all passengers booked on an AirX flight irrespective of whether such booking was direct with AirX and/or through a Charterer.

2. Compliance with entry and exit requirements

2.1 Required documents

2.1.1 Passengers are responsible for obtaining, and presenting at check-in/immigration, the necessary travel documents, visas and doctor’s certificates, certificates of vaccination and the like which are required for themselves and for any children or animals travelling with them under the passport, visa and health regulations of the respective countries. Special emphasis are hereby being made in relation to visa requirements for foreign nationals.

2.1.2 As Contractual Carrier, AirX may refuse carriage if; (i) the entry and exit requirements for the country of departure or destination are not met, (ii) if the required documentation/certification is not presented, or (iii) if such carriage, in the sole judgment of AirX, is for any illegal purpose or would result in violation of any applicable law or sanctions (including any Passenger who is listed on a “no-fly” or similar list).

2.1.3 AirX takes no responsibility with regard to entry or exit requirements of Passengers. Any costs whether direct or consequential, including but not limited to fees, fines, cost of repatriation or other

repercussions arising from the failure to observe these requirements shall be incurred jointly and severally by the Passenger and/or the Charterer as the case may be.

2.2 Entry and Exit requirements

2.2.1 AirX may at its sole discretion refuse to carry Passengers on domestic flights where national laws (known as “cabotage” rules) prohibit such carriage, for example within the United States. In this respect Passengers are to submit complete and full details at the time of booking and confirmation of booking shall be subject to AirX prior approval. Stopovers within a given country (including the United States) may be authorised but only in as far as such carriage is not prohibited, and such carriage does not contravene any laws relating to domestic transportation of Passengers within that country.

2.2.2 Passengers booked to travel (as set out in the passenger manifest) on domestic segments (in particular within the United States) shall ensure that their itinerary provides for such domestic carriage to form part of a continuous international journey with AirX being a single carrier. AirX confirms its position as the single carrier and that any and all flights booked with and operated by AirX will be single carriage and under no circumstances will it accept responsibilities of a successive carrier.

3. Safety and Security

3.1 AirX is entitled to change the route, flight schedule, seating capacity and maximum take-off weight in case that certain operational circumstances, which are beyond AirX’s control may require.

3.2. Captain’s Decision - The pilot in command (Captain) shall at all times be entitled to take all necessary measures for safety reasons. The Captain has the authority to decide with regard to Passenger’s acceptance on board, seating as well as baggage loading, allocation/placement and unloading. The Captain decides whether or not and how the flight is operated. The same applies if the behavior or the physical or mental condition of a Passenger requires extraordinary assistance on behalf of AirX crew. Passenger hereby accepts to be bound by all such decisions. Passenger agrees that when, in the reasonable view of AirX or the Captain, there is a risk that safety or security may be compromised, AirX or the Captain has the right to refuse to start or commence a flight, divert a flight or take other action necessitated by such safety considerations without any liability for any cost or losses, consequential or otherwise, resulting from such decisions.

3.3. Carriage of expectant mothers - The following regulations apply for safety reasons and to avoid health risks to expectant mothers: AirX will only carry expectant mothers up to 4 weeks before the expected date of delivery without certification that the Passenger is fit to travel; AirX is entitled to demand presentation of the woman’s antenatal medical record as proof that the pregnancy is not beyond the 35th week. Expectant mothers will not be carried if they have less than 4 weeks to the expected date of delivery. The foregoing regulations also apply to the date of any planned return flight.

3.4. Carriage of infants, children and adolescents - Owing to the risk of potential health risks, AirX recommends that newborn babies up to the age of 7 days should not fly. Infants travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.

3.5. Carriage of pets - For safety reasons and in view of possible limitation of space available, AirX will only carry pets if Passenger has duly notified AirX at the time of booking and AirX has confirmed both booking and carriage of pet. AirX will not accept any responsibility which may arise from its refusal to carry pets which have not been subject to prior notification and confirmation. Passenger is responsible that the pet complies with all legal and other requirements in the country of departure and/or destination.

4. Carriage of baggage

4.1. Excess and General Baggage: Passenger baggage weight is limited to not more than 20 kilos per passenger unless otherwise advised and/or agreed at the time of booking. Further limitation of baggage weight can be imposed by AirX for flight safety reasons and may vary according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Acceptance of baggage on board flights is being calculated with the EU-OPS standard weight tables, by Passenger and by type of aircraft. If Passenger baggage exceeds these limits Passenger must notify AirX prior to flight. Unless otherwise explicitly stated, Passengers are obliged to notify AirX of all Excess and General baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat. The carriage of Excess and general baggage shall be decided on the basis of the available hold capacity and security regulations for each flight at the sole discretion of the Captain. Accordingly, AirX reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

4.2. General items prohibited to be carried in baggage: For safety reasons, the following materials and items are prohibited from carriage on AirX flights and shall not be placed in either hold or checked baggage and if any of these contents are in any way detected will not be carried: (1) Briefcases or security-type attaché cases with installed alarm devices, or incorporative lithium batteries and/or pyrotechnic material; (2) Explosive devices, including detonators, fuses, grenades, mines and explosives; (3) Explosive materials, fireworks or signal rockets; (4) Gases: flammable, non-flammable, deeply refrigerated and poisonous, such as camping gas or aerosols, propane and butane; (5) Flammable fluids such as bleaches, peroxides, petrol and methanol; (6) Flammable solids and reactive substances, including magnesium, firelighters, fireworks, flares; (7) Cigarette lighters; (8) Oxidizers and organic peroxides (including bleach), car body repair kits; (9) Toxic or infectious substances, including rat poison, infected blood and pathogens; (10) Radioactive material, including medicinal or commercial isotopes; (11) Corrosives (such as mercury), which may be contained in thermometers, acids, alkalis and wet-cell batteries filled with battery fluid, corrosives and vehicle batteries; (12) Fuel-containing components of vehicle fuel systems; (13) Magnetized materials and all hazardous items as listed in the IATA Dangerous Goods Regulations; (14) lithium ion battery-powered devices that exceed 160 watt hours; (15) electronic devices using lithium batteries that are damaged or known to be defective; (16) any object or substance whose possession

and/or carriage by air is prohibited under applicable law. AirX will accept no liability whatsoever in case that luggage is refused to be carried, and/or passenger is refused to board, as a result of any of the above prohibited materials being detected in the passenger's luggage.

The above provisions do not apply to medicines and medical appliances, toiletries, smoking utensils (except petrol cigarette lighters) or alcoholic drinks, provided these are carried only in small quantities for personal use.

4.3. Prohibited items in checked baggage: Checked baggage must not contain fragile or perishable items, items of value including money, jewelry, precious metals, jewels, computers (including laptop computers), cameras, mobile phones, electronic cigarettes, vaping equipment or other electronic equipment, securities, stocks and bonds, as well as other valuables or business documents, samples, identification documents, house or car keys, medicines and/or medical aids and appliances (such as hearing aids, dental braces and glasses) required by the Passenger and/or spare lithium batteries, lithium ion battery-powered vehicles (including Segways and hoverboards) and lithium. AirX may refuse to carry these items in checked baggage and is liable only for damage/loss resulting from its gross negligence or willful misconduct. AirX shall be entitled to refuse the carriage of any baggage which is so inadequately packed that damage has to be expected despite exercise of the customary care.

4.4. Prohibited items in hand baggage: (1) Guns, firearms and weapons - Any object capable, or appearing capable, of discharging a projectile or causing injury, including: - all firearms (pistols, revolvers, rifles, shotguns etc); - replica and imitation firearms; - component parts of firearms (excluding telescopic sighting devices and sights); - air pistols, rifles and pellet guns; - signal flare pistols; starter pistols; toy guns of all types; BB guns; - industrial bolt and nail guns; cross bows; catapults; - harpoon and spear guns; humane killers for livestock; - stun or shocking devices such as cattle prods, ballistic conducted energy weapons (taser); - lighters shaped like a firearm. (2) Pointed/edged weapons and sharp objects Pointed or bladed articles capable of causing injury, including: - axes and hatchets; arrows and darts; crampons; harpoons and spears; - ice axes and ice picks; ice skates; lockable or flick knives with blades of any length; knives with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon; - meat cleavers; machetes; - open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge); sabres, swords and swordsticks; scalpels; scissors; - ski and walking/hiking poles; - throwing stars; - tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, carpet knives and box cutters, utility knives, all saws, screwdrivers, crowbars, pliers, wrenches/spanners and blow torches. (3) Blunt instruments - Any blunt instrument capable of causing injury, including: - baseball and softball bats; - clubs or batons – rigid or flexible – e.g. Billy clubs, blackjacks, night sticks and batons; - cricket bats; golf clubs; hockey sticks; lacrosse sticks; - kayak and canoe paddles; skateboards; billiard, snooker and pool cues; fishing rods; - martial-arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts.(4) Explosives and flammable substances - All explosives and/or highly inflammatory substances which constitute a health hazard for Passengers or crew or a risk for the technical and general safety of the aircraft and the property of the actual carrier and/or third parties, including: - ammunition; blasting caps; detonators and fuses; explosives and explosive devices; - replica or imitation of explosive material or devices; mines and other explosive military stores; grenades of all types; gas and gas

containers e.g. butane, propane, acetylene and oxygen; - fireworks, flares in any form and other pyrotechnics (including party poppers and toy cap guns); - non-safety matches; - smoke-generating canisters or cartridges; - flammable liquid fuel (e.g. petrol/gasoline, diesel, lighter fluid, alcohol, ethanol); aerosol spray paint; turpentine and paint thinner; - alcoholic beverages exceeding 70 % by volume. (5) Chemical and toxic substances Any chemical or toxic substances which pose a risk to the health of Passengers and crew or the security/safety of aircraft or property, including: - acids and alkalis (e.g. spillable 'wet' batteries); - corrosive or bleaching substances (e.g. mercury and chlorine); - disabling or incapacitating sprays (e.g. mace, pepper spray and tear gas); - radioactive material (e.g. medicinal or commercial isotopes); poisons; - infectious or biological hazardous material (e.g. infected blood, bacteria and viruses); - material capable of spontaneous ignition or combustion; - fire extinguishers. (6) Restriction on liquids in hand baggage (EU Regulation 1546/2006) European Union regulations on Security in Civil Aviation restrict the amount of liquids that Passengers are permitted to take on board in their hand baggage. It must be ensured that these liquids are in individual containers with a capacity of no more than 100 ml, or the equivalent amount given in a different unit of measurement (based on maximum contents as printed on the container). All of these individual containers must be packed in a transparent, re-sealable plastic bag with a capacity of no more than one 1 (one) litre. The plastic bag must be easily and fully sealable. Passengers are not permitted to seal a normal (nonsealable) plastic bag using additional means. Only one (1) plastic bag is allowed per person. Liquids include: gels, pastes, lotions, liquid/solid mixtures, such as toothpaste, hair gels, beverages, soups, syrups, perfume and other items of similar consistency, as well as the contents of pressurized containers such as aerosols, shaving cream and hair spray. Exemptions may be granted if the liquid is: to be used during the trip and is either required for medical purposes or a General dietary requirement, including baby food. When so requested, the Passenger shall provide proof of authenticity of the exempted liquid or that it was obtained airside beyond the point where boarding passes are controlled from outlets that are subject to approved security procedures as part of the airport security programme, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at the airport on that day or obtained at another Community airport, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at airside at that airport on that day; or obtained on board an aircraft of a Community air carrier, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase on board that aircraft on that day. The above regulations shall apply to all flights departing from airports in the European Union (including connecting flights) irrespective of their destination or the country in which the carrier is based. Passengers entering the EU from an airport outside the EU must undergo another security screening before boarding their connecting flight Various non-EU states have passed identical or similar regulations.

4.5. Carriage of sporting weapons: Passengers must inform AirX as early as possible in writing prior to the flight if they intend to include sporting weapons and/or associated ammunition in the baggage. Sporting weapons must be unloaded and stored in gun-cases or bags. Ammunition must be packed separately in a bag or case and its total weight must not exceed 5kg. Sporting weapons and any associated ammunition must be the personal property of the Passenger and must be properly licensed by the Passenger's country of residence and have the required European weapon passport, where applicable. The Passenger shall provide such documentation as required by AirX that evidences compliance with the above paragraph.

AirX may require that the Passenger provide additional documentation for the transport of sporting weapons and ammunition (for example, where the destination country of the Passenger requires such additional documentation to be furnished); AirX will communicate to the Passenger any such requirement for additional documentation following the receipt by AirX of the Passenger's initial notification of intention to carry a sporting weapon and/or associated ammunition. Failure by the Passenger to comply with any of the points in this sub-Section may result in AirX refusing to carry the Passenger's sporting weapons and/or any association ammunition.

4.6. Carriage of lithium batteries: All spare lithium batteries must be in carry-on hand baggage and must be individually protected so as to prevent short circuits (e.g., by placement in original retail packaging, by otherwise insulating terminals by taping over exposed terminals, or placing each battery in a separate plastic bag or protective pouch). Spare lithium batteries must not come in contact with metal objects, such as coins, keys, or jewelry and take steps to prevent crushing, puncturing, or pressure on the battery. For reference see European Aviation Safety Agency Safety Information Bulletin 2015-28 3.6. Electronic equipment - For safety reasons, the use of all personal electronic devices is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the Captain.

5. Unused Capacity

AirX shall be entitled at its own discretion and without notice or compensation to the Charterer to use any part of the carrying capacity of the aircraft unused by the Charterer, except by means of the carriage of additional passengers, and to use any part of the Flight Schedule unused by the Charterer.

6. Smoking

Smoking may be prohibited on some AirX flights depending on the individual aircraft. Additional Costs may be imposed in the case of flights where smoking facilities are requested.

7. Payment

The Charterer shall make payment by bank transfer to the advised bank account. If not otherwise agreed and stated in the invoice, all payments are to be paid prior to departure, in full without deduction of any bank charges. Should Air X fly by order of a third party (any party between Charterer and passenger), the third party and Charterer are jointly and severally liable to Air X for the fulfilment of all payments including any additional costs or damages.

8. Interest

If the Charterer delays in making any payment to Air X when due, interest on the amount overdue will be payable at 3% per month or part of a month, compounded monthly.

9. Force Majeure

9.1. AirX reserves the right at any time during the carriage to suspend or redirect the flight in question and/or provide the Passenger with another similar flight or cancel the flight without further liability to the Passenger in the event that the carriage cannot be completed in accordance with the planned flight plan due to war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, adverse weather conditions, or any other force majeure events, technical reasons, detention or similar measures, accidents with aircraft, or due to other factors over which AirX has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the pilot in command or of AirX's personnel, all above hereinafter referred to as a "Force Majeure Event". Where AirX cancels the contract of carriage having commenced but not completed the carriage due to the Force Majeure Event, the Passenger shall only be charged on a pro rata basis for the portion of the carriage performed and any balance shall be refunded to the Passenger.

9.2. In the event that a Force Majeure Event occurs prior to the commencement of the carriage and no suitable solution can be found in the reasonable opinion of AirX, AirX reserves the right to cancel the contract of carriage without liability to the passenger save as may be otherwise provided in line with the relevant Convention/Regulations.

9.3. Unless stated otherwise in mandatory (indispensable) legislation, AirX shall not be responsible for damage or loss as a result of, or arising directly or indirectly in connection with, the abovementioned circumstances.

10. General Liability Provisions

10.1. Liability in connection with the carriage of Passengers, freight and baggage inside and outside the European Community is subject to the liability limitation provisions of EC Regulation No. 2027/97 of 9 October 1997 as amended by EC Regulation No. 889/02 ("EC Regulation 2027/97"), the Convention for the Unification of Certain Rules of International Carriage by Air of 28 May 1999 ("Montreal Convention"), or the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929 as amended by the Hague Protocol of 28 September 1955, depending on whether the case involves national or international carriage as defined in the Warsaw Convention or Montreal Convention or the Guadalajara Convention 1961.

10.2. The liability of AirX and/or the Actual Carrier shall in no case exceed the level of the proven damage. AirX and/or the actual carrier shall not be liable for indirect and/or consequential damage unless such

damages are as a direct result of their gross negligence or willful misconduct and/or as may otherwise apply under the Convention.

10.3. If the damage is attributable to contributory negligence on the part of the damaged party, the standards of the applicable law relating to exclusion or reduction of compensation obligations in cases of contributory negligence by the damaged party shall apply. The above provision shall apply accordingly if the damaged party fails to satisfy his/her obligation to keep the damage to a minimum.

10.4. AirX and/or the Actual Carrier shall not be liable for damage caused in fulfilment of government regulations or because the Passenger fails to satisfy his/her obligations pursuant to these regulations. (e) AirX and/or the Actual Carrier shall not be liable for errors or omissions in flight schedules or other publications of flight times, for information supplied by agents, employees or authorised representatives of AirX and/or the actual carrier relating to dates, departure and arrival times or flight handling, except in the case of their gross negligence or willful misconduct.

10.5. The exclusion and restriction of liability on the part of AirX and/or the Actual Carrier shall also apply to the directors officers, employees, agents, and subcontractors of AirX and/or of the Actual Carrier. In the case that liability is established, the total sum to be paid in compensation by AirX and/or the Actual Carrier and/or the aforesaid persons shall not exceed the maximum statutory and contractual liability sums which apply to AirX and/ or the Actual Carrier.

10.6. Unless otherwise explicitly specified, none of these conditions refers to a waiver of the liability exclusions which apply to AirX and/or the actual carrier under the Warsaw Convention, the Montreal Convention, European or national legislation.

10.7. AirX shall issue an electronic ticket (e-ticket) and post such e ticket on its web site for downloading by passengers if they so choose. The e -ticket will be in the form of an itinerary /receipt issued by AirX and apart from such itinerary will contain notices/statements and which incorporate by reference these GCC. The passenger is urged to read and understand the contents of the e-ticket as well as these GCC both of which shall be considered as the basis of the contract of carriage between AirX and the passenger irrespective of whether the booking was made direct with AirX and/or through a broker or agent of the passenger.

10.8. Notice pursuant to Annex to EC Regulation 2027/97 Notice pursuant to the annex to EC regulation 2027/97 as amended by EC regulation 889/02 6.1.

Liability of AirX and/or Actual Carrier for Passengers and their baggage - This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

- (a) There is no maximum sum in terms of liability in case of Passenger death or injury. In the case of claims for compensation for bodily injury, AirX and/or actual carrier will not contest such claims (once the claimant's entitlement for compensation is established) for amounts up to SDR 113,100 (equivalent sum in local currency). In case of claims exceeding this amount, AirX and/or actual

carrier can avail themselves of the defenses applicable under the Regulation and/or the Convention relating to establishing fault or guilt for such events.

- (b) If a Passenger is killed, AirX and/or actual carrier will make an advance payment of not less than 16,000 SDRs (approximate amount in local currency) to cover immediate economic needs of the person entitled to compensation. Such payment will be made within 15 days from the identification and confirmation of eligibility of such person claiming compensation.
- (c) AirX and/or actual carrier is liable for damages caused if Passengers are delayed unless the company can prove that it took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by Passenger delay is limited to SDR 4694 (equivalent sum in local currency) (EN Official Journal of the European Communities 30.5.2002 L 140/5). Any possible liability under EC regulation 261/2004 remains unaffected.
- (d) AirX and/or Actual Carrier is liable for damages caused if baggage is delayed unless they can prove that they took all reasonable measures to avoid these damages or it was impossible to take such measures. The liability for damages by baggage delay is limited to SDR 1131 (equivalent sum in local currency).
- (e) AirX and/or actual carrier is liable for the destruction, loss or damage to baggage up to a sum of SDR 1131 (equivalent sum in local currency). Other than in the case of evidence that baggage was damaged prior to check-in, no defenses will apply subject to the limit of compensation mentioned above. In the case of loss or damage to hand baggage, AirX and/or the actual carrier can avail themselves of defenses as provided for by the Regulation/Convention and no damages will be paid unless the passenger can establish that the loss or damage has resulted from the negligent act of the carrier or the carrier being otherwise at fault.
- (f) In the case of checked baggage a passenger can benefit from a higher liability limit by making an excess value declaration and pay a supplementary fee.
- (g) For claims in respect of baggage which has been damaged, delayed, lost or destroyed, the Passenger must make a complaint in writing to AirX and/or Actual Carrier as soon as possible but in the case of damage by not later than 7 days from the alleged damaged baggage was delivered to the passenger.
- (h) In the case that AirX needs to subcontract the carriage to another carrier, the Passenger may address complaints to or make claims for damage against either AirX and/or the Actual Carrier. The actual carrier is identified by the carrier code.
- (i) Any action in court to claim damages must be brought within two years from the scheduled date of arrival of the aircraft.
- (j) The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

11. Disclaimer

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention,

and it does not form part of the contract between the AirX/Actual Carrier and the Passenger. No representation is made by the AirX/Actual Carrier as to the accuracy of the contents of this notice.

12. Privacy and data protection

12.1. During the course of its relationship with the Passenger, AirX and its directors, officers, employees, contractors, subcontractors, agents and actual carriers, shall act as data controller in the collection and processing of Personal Data ('Personal Data' shall have the meaning assigned to it in AirX's Privacy Policy published on its website at [\[LINK\]](#)) about the Passengers. The protection of the Passengers' Personal Data is very important to AirX and AirX hereby commits that the Passengers' Personal Data will be held and processed by it in compliance with applicable data protection laws and regulations, these GCC and the AirX Privacy Policy which is incorporated herein by reference. The Passenger hereby accepts that the Passengers' Personal Data be held and processed by AirX in compliance with applicable data protection laws and regulations, these GCC, and the aforementioned AirX Privacy Policy.

12.2. Without prejudice to what is stated in the aforementioned AirX Privacy Policy, AirX and/or the Actual Carrier are explicitly entitled to transmit Personal Data obtained from official photo identification documents and other Personal Data processed or used in connection with the carriage to public authorities and border control agencies, provided that the authority's or agency's request for disclosure is based on mandatory legal regulations and is necessary for performance of the contract of carriage. Moreover, the Actual Carrier is also explicitly authorised by Passenger to process, capture, save, modify, block, delete, disclose, transmit and use Personal Data of the Passengers within the scope of performance of the contract and in accordance with applicable data protection regulations for the purpose of delivery by the actual carrier of flight services and performance by the actual carrier of its obligations under the contract, and actual carrier is further explicitly authorised to transmit the said Personal Data to its own offices, authorised representatives and to the parties who provide services on its behalf, including to air crew (pilots and cabin crew) charged with the delivery of flight services to the Passenger.

13. Passenger emergency contact details (EC Regulation No. 996/2010, Article 20(3))

13.1. In accordance with Article 20(3) of EC Regulation No. 996/2010, every Passenger has the right to provide AirX with the name and contact details of a person who AirX is to contact in the event of an emergency relating to the Passenger. AirX shall use such information only in the event of such an emergency. AirX undertakes that none of the details provided by a Passenger under this Section will be passed on to third parties or used for commercial purposes.

13.2. Where the contract to which these GCC apply is concluded with a person or company other than a Passenger, that person or company shall (i) facilitate the exercise by Passengers of their rights set out in Section 13; and (ii) provide AirX with all assistance requested by AirX to allow Passengers to exercise (and AirX to give effect) to that right.

14. Amendments

14.1. AirX reserves the right to amend these GCC from time to time as may become necessary. AirX has no obligation to pre-notify the Passenger of such changes which shall under no circumstances contravene any applicable Convention or Regulation. The GCC as amended from time to time are published on the website as from the date on which they come into force. The Passenger has a right to request clarification in respect of the current or any updated/amended version of these GCC but shall otherwise be bound by all such conditions and amendments thereof.

14.2. No agency, employee or any other third party is entitled to make any amendments and/or addenda to these GCC or to waive their applicability.

14.3. These GCC (and any documents, terms or agreements referred to therein) contain the entire provisions of the contract between AirX and the Passenger and supersede all previous agreements, regardless of whether such agreements were made verbally, by electronic means or in writing. In case of conflict between these GCC and any other document relating to conditions of carriage these GCC shall take precedence.

15. Severability

Should any individual provision be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.

16. Confidential Information

AirX acknowledges that, as a result of AirX providing carriage by air to the Passenger, AirX and its employees may learn confidential and proprietary information relating to the Passenger ("Confidential Information"). AirX undertakes not to, and shall procure that its employees shall not, disclose such Confidential Information to any third party save: (i) as required to deliver those flight services and any ancillary services requested by Passengers; (ii) where such Confidential Information is in or enters the public domain, other than as a result of a breach by AirX of its obligations hereunder; (iii) pursuant to a legal or regulatory requirement to disclose, deliver, communicate, or otherwise make available the Confidential Information to a third party; (iv) to the auditors and/or legal advisors and/or other professional advisors and/or bankers and/or any potential or actual investors or partners of AirX; (v) to an affiliate or subsidiary or strategic partner of AirX (including to the officers, directors, employees, agents and advisors of the subsidiary, affiliate or strategic partner); or (vi) to protect AirX's rights, property and safety and the rights, property and safety of the Passengers, or others; Provided however, that, Confidential Information shall not include Personal Data of the of the Passengers. Personal Data of the Passengers shall be held and processed by AirX in accordance with Section 12 above.