

Effective July 17, 2024

Important Note: These are standard terms and conditions that apply to all Members.¹ This is a “clickwrap” agreement, which is a legally binding contract. You can obtain the current version of these terms and conditions any time by emailing globalsales@wheelsup.com.

By signing below, you affirmatively accept terms and conditions. ***If you do not agree with any of these terms and conditions, do not sign it.***

Wheels Up may change these terms and conditions at any time, in its discretion, and will use reasonable efforts to provide you with advance notice of any changes, by sending communications directly to you and by posting a notice on our website and within the Wheels Up App. Your written agreement to, acceptance and/or acknowledgment of such notice is not required for such amendment, modification or waiver to become effective in accordance with its terms; ***and your continued use of Wheels Up’s services following the effectiveness of such notice shall constitute your agreement to, acceptance and acknowledgment of the terms of such amendment, modification or waiver without any further action on your part.***

STANDARD TERMS AND CONDITIONS

These terms and conditions apply to and govern your Membership (your “Membership”) in the Wheels Up Club (the “Club”). “You,” “your,” and “Member” each refer to the customer set forth in the signature block below. ***Please read these terms and conditions carefully because it includes a mandatory arbitration clause. If you do not agree with any term, do not sign at the place indicated below.***

This is an annual Membership that <u>automatically renews.</u>	Your Membership starts on your Membership Date and automatically renews each anniversary thereafter. Your Membership will automatically renew for successive one-year periods unless you stop the automatic renewal. As long as you are a Member in Good Standing, you can participate in the Club. “Good Standing” means you have paid your most recent Membership Fees (as applicable), and do not have any unpaid balance in your Wheels Up Account.
Membership Date	Your “Membership Date” is the date of your signature below. You may look up your Membership Date any time in your Wheels Up Account.
Membership Term	Your Membership Term starts on your Membership Date, ends one year later, and will be automatically renewed. If you stop the automatics renewal, your Membership will remain valid until the end of your current year of membership. You may look up your current Membership Term any time in your Wheels Up Account.
Cancelling Your Membership or Stopping the Automatic Renewal	To cancel your Membership or to stop your annual renewal, you must send written notice from the email you used to sign up or use to conduct Member activities to <u>globalsales@wheelsup.com</u> . Or you can send a letter, delivered by a nationally recognized delivery service or first-class postage prepaid mail to: Wheels Up, 601 W. 26 th Street, Suite 900, New York, NY 10001, Attn: Legal. Wheels Up must receive your notice to stop your Membership from renewing at least ten (10) business days before the anniversary of your Membership Date (so as to give Wheels Up time to use its best efforts to ensure that you are not charged Membership Fees), or by such other date that is required by applicable law.

¹ These terms and conditions do not apply to Up for Business Members.

	Some states allow consumers to cancel certain contracts shortly after the consumer has signed the contract, in certain circumstances. If such laws apply to you, you may have the right to revoke your signature with immediate effect.
The Wheels Up Club is Private	The Club provides Members with benefits including access to Fund Programs, private flights operated by Operators; access to the Club's "Wheels Down" exclusive lifestyle events; business development relationships; access to Member-only sections of the Wheels Up Website and Wheels Up App. You must be a Member in Good Standing in order to enjoy Club benefits. Club services can only be applied to you and your guests.
Non-Refundable Annual Membership Fee	You agree to pay an initial Membership Fee of US\$8,500 (the "Membership Fee"), and annually thereafter. On each anniversary of your Membership Date, your Membership will automatically renew, and the Membership Fee will be withdrawn from your Fund. If you do not have an adequate Fund balance, then Wheels Up will charge the Membership Fee to your credit card on file.
Payment Methods; Valid Credit Card Required	If you elect to use a credit card to pay for your Membership Fee, a credit card processing fee of up to 3.5% will apply, where permitted. You are required to keep a valid credit card on file in order to facilitate future transactions.
Your Wheels Up Account	Wheels Up will charge the cost of all flights and services to your account (your "Wheels Up Account"). You can access your account using the Wheels Up App or by logging in to the Wheels Up Member Website. Only you or any person you authorize (an "Authorized User") may use and access your Wheels Up Account. You are responsible for maintaining the confidentiality and secrecy of your username and account credentials. You should not share that information with anyone. You are liable for all activity that occurs within your account, including any fraudulent activity.
Fund Program	Members have access to a Fund Program, or other programs that Wheels Up may make available to Members from time to time. A "Fund Program" is a suite of dollar-denominated funds (each a "Fund") that is used as a form of payment for Club costs, such as Membership Fees, flight services and any costs incidental thereto (e.g., catering and ground transportation). Please review the applicable Fund Purchase Terms and Conditions for additional details.
Transferring Membership	You have a limited right to transfer your Membership. Your Membership can be transferred to an immediate family member or trust established for your benefit upon written notice to and approval by Wheels Up, which approval will not be unreasonably withheld. Your Membership may also be transferred to a designated beneficiary. You are encouraged to complete the Wheels Up Beneficiary Form upon enrollment, and annually thereafter to ensure it is up to date. To obtain a copy of the Wheels Up Beneficiary Form, please email info@wheelsup.com . For clarity, you may not assign your Membership without Wheels Up's prior written consent.
Prohibition on Selling and Re-Selling Wheels Up's Products and Services	You are prohibited from selling or re-selling any of Wheels Up's products, services, offers or benefits, or any of its partners. You may not act as an agent, use Wheels Up's logo or service marks, or those of its partners. In some instances, you may be

	able to join other Members to share a flight as a self-aggregated group facilitated by Wheels Up. Please review the terms and conditions for Shared Flights.
Wheels Up's Liability to You is Limited.	Please see Member Flight Services Agreement (v1.0), found at www.wheelsup.com .
Disclaimer of Warranties	Please see the Member Flight Services Agreement (v1.0), found at www.wheelsup.com .
Privacy Notice	Wheels Up is committed to protecting the privacy of our Members. Please review our Privacy Policy at our website, www.wheelsup.com . Wheels Up does not sell personal information to third parties for monetary or other valuable consideration, except that Wheels Up may share your personal information with third parties for the purpose of offering services to you to fulfill its obligations to you.
Member Representations	You expressly represent and warrant: (1) You shall only use Wheels Up's products and services, including any software or applications, in accordance with applicable law and as set forth in the Agreement, the Terms, and any other agreement that applies, such as the Passenger Notices and FSA. (2) You are at least 18 years old. (3) You have the right, authority, and capacity to agree to these terms and conditions and abide by them. (4) You will take such other and further actions as may be reasonably requested by Wheels Up for the performance of its obligations on your behalf. (5) You are not the subject of any sanctions programs enforced by the United States Government, including the Office of Foreign Assets Control.
Wheels Up's Right to Stop or Suspend Providing Service to You	You must be a Member in Good Standing to participate in the Club and utilize Wheels Up's products and services, including any Fund, and the products and services offered by its partners. Wheels Up may stop or suspect the provision of products or services to you if you are in violation of the Passenger Notices, which are available at www.wheelsup.com. If you commit an act of insolvency or bankruptcy, such act shall be an event of default under the Agreement. In addition to any other rights Wheels Up may have at law or in equity, Wheels Up may suspend providing services to you or immediately terminate your Membership and all agreements you have with Wheels Up, including for booked flights, if your account does not have sufficient funding to cover the costs of flights.
Applicable Law	These terms and conditions are governed by the laws of the State of New York, without regard to conflict of laws principles. Each party will comply with all applicable laws, rules, and regulations.
Severability	If any provision of these terms and conditions is held to be invalid, illegal, or otherwise unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these terms and conditions shall otherwise remain in full effect and enforceable.

Definitions	Any capitalized term not defined herein has the meaning ascribed to it in the Member Flight Services Agreement (v1.0) or the Core Fund Purchase Terms and Conditions.
Changes or Modifications	Wheels Up may change these terms and conditions at any time, in its sole discretion. <i>Your continued use of our services indicates your acceptance of any modified Membership Terms.</i>
Electronic Signatures and Counterparts	You and Wheels Up agree that your agreement with and acknowledgement of these terms and conditions will be signed electronically, and such electronic signatures are the legally binding equivalent of a handwritten signature. There may be one or more counterparts, which together will constitute the fully agreed to and acknowledged terms and conditions.
Mandatory Arbitration and Dispute Resolution	Any dispute arising out of or in connection with the establishment, performance, or termination of your Agreement with Wheels Up including these terms and conditions shall be first escalated internally to a Wheels Up executive that has authority to resolve such dispute. If the dispute cannot be resolved, it shall be settled by binding arbitration before a panel of one (1) arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction. The location of arbitration shall be in New York, New York. No class arbitration shall be permissible. In the event you fail to pay any sums due to Wheels Up hereunder at the time such sums are due to be paid, Wheels Up shall be entitled to recover all reasonable attorneys' fees and costs from you related to or arising out of any efforts to collect such sums from you, including any legal proceedings or arbitration that is commenced to collect such sums.

YOU HEREBY AGREE TO, ACCEPT AND ACKNOWLEDGE THESE TERMS AND CONDITIONS, WHICH SHALL BECOME EFFECTIVE IMMEDIATELY ON THE DATE OF YOUR SIGNATURE.

By initialing here _____, Member also acknowledges that by providing your credit card information, you authorize Wheels Up to securely store your card details on file for the purpose of facilitating future transactions. You agree that Wheels Up may charge your card for any outstanding balances, fees, or charges incurred as per our agreement. Your card information will be kept confidential and will only be used in accordance with our Privacy Policy, which can be found at www.wheelsup.com.

Wheels Up Account Name: _____

Signature: _____

Printed Name: _____

Email Address: _____

Date: _____

[End of Core Membership Terms and Conditions]