

CONTRACT OF CARRIAGE FOR WHEELS UP 2022 NANTUCKET SHUTTLE

This Contract of Carriage (the “Terms”), applies to the “Nantucket Shuttle” Service that Wheels Up Partners LLC (“Wheels Up”) is offering for the Summer of 2022. These Terms may differ from the terms and conditions that apply to other flight opportunities normally available to Wheels Up Members. ***For that reason, you are encouraged to read these terms and conditions carefully.***

This agreement is considered a “clickwrap agreement,” which means you have the opportunity to review these Terms in their entirety before demonstrating that you affirmatively agree to them by clicking “I agree.” These Terms are posted on the Wheels Up Website located at <https://members.wheelsup.com/src/client/legal> and on the Wheels Up App. ***You will be bound by these terms and conditions in their entirety after you click “I agree.”***

1. **Shuttle Reservations & Flight Services.** Wheels Up will act as your agent for the purpose of (a) reserving a seat for you on the Nantucket Shuttle and (b) coordinating ancillary services for you in connection with the Nantucket Shuttle flights. The Nantucket Shuttle flights will be operated by Gama Aviation LLC, a Wheels Up company, or by another duly licensed air carrier (the “Operator”). In each case, the Operator is responsible to exercise operational control over the flights that it performs.
2. **Passenger Notices.** The Passenger Notices attached hereto, and incorporated by reference, apply to each Passenger. You are responsible for ensuring that you and any Passengers for whom you make a reservation on a flight are made aware of these Passenger Notices. The Passenger Notices can be accessed any time on the Wheels Up Website or Wheels Up App. In addition, a link to the Passenger Notices is provided with your reservation confirmation.
3. **Reservations for the Nantucket Shuttle.** Only Wheels Up Members can make reservations and Member must be on board the flight. You are limited to booking four (4) seats (including your seat) per flight. Reservations are available on a first-come, first-served basis until the aircraft seats are all taken. You may only reserve a seat(s) through the Wheels Up App or the Wheels Up Website. The fee for any seat (including applicable taxes and fees) will be as displayed on the Wheels Up App or Wheels Up Website. After we receive your reservation request, your passenger and baggage information, and your payment for the reservation (including the use of available money deposited beforehand into a Wheels Up Fund Program), we will confirm the reservation by sending you a Trip Sheet or other message. If a credit card is used to pay for a reservation, a 3.5% processing fee will apply, and Wheels Up may place a nominal 0.015% hold on your credit card on file to authenticate the payment method in advance.
4. **Passenger Check-In.** All Passengers must check in, in person, with the Operator at least thirty (30) minutes before a flight’s scheduled departure time. Flights will not be held for late Passengers. Passengers who miss their flight are not eligible for a refund or credit for the amounts they paid.
5. **Baggage Limit.** Each Passenger is limited to one piece of soft-sided luggage that weighs no more than thirty pounds (30 lbs.) and is no bigger than 22”l x 14”w x 9”h (56 cm x 35 cm x 23 cm) respectively.
6. **No Assigned Seats.** Seats are not assigned, and there is only one seat per Passenger, including children under the age of two years old, notwithstanding anything to the contrary in the Passenger Notices. Seating is on a first come, first served basis.
7. **No Pets.** Notwithstanding anything to the contrary in the Passenger Notices, pets are not allowed on any Nantucket Shuttle flight. Service animals are allowed for the purpose of assisting any Passenger with a disability. To the extent possible, Passengers with a service animal will be seated in a seat selected by the Pilot in Command that provides sufficient space for the Passenger and their service animal. Service animals may accompany a Passenger on board the aircraft and remain on the floor at the Passenger’s seat unless such service animal weighs more than 60 pounds, in which case the purchase of a seat for the service animal will be required for the flight and the service animal will need to utilize such seat.
8. **Refusal to Transport.** A Passenger may be denied transportation if the flight crew reasonably believes the Passenger poses a safety or security risk to other or to the aircraft itself. The Passenger denied transportation is not entitled to a refund or credit or to assistance with alternative transportation.
9. **Changing or Cancelling a Reservation.**
 - (a) Changes made to a confirmed reservation, including without limitation the date of travel or the number of reserved seats, could result in an increase or decrease in cost to you. You will be notified of any change in cost as promptly as possible following making such a requested change to your confirmed reservation, and you agree to pay any increase in cost that results from your change.
 - (b) You may cancel your reservation at any time by contacting Member Services at 855-933-5987 (855-WE FLY UP) or members@wheelsup.com. If you cancel your reservation seven (7) or more days before the flight’s scheduled departure date, you will be charged a \$100.00 cancellation fee. If you cancel your reservation less than seven (7), but more than two (2), days before the flight’s scheduled departure date, you will be charged a cancellation fee equal to 50% of the cost of the confirmed seat(s). If you cancel your reservation less than two (2) days before the flight’s scheduled departure date, you will be charged a cancellation fee equal to 100% of the cost of the confirmed seat(s).
 - (c) If a flight is cancelled by the Operator due to a Force Majeure Event, you will receive a full refund of any amounts you paid to Wheels Up for a seat(s) on the cancelled flight within thirty days after the date of the cancelled flight. For purposes of these Terms,

the term “*Force Majeure Event*” means Acts of God, air traffic congestion, aircraft unavailability due to unscheduled maintenance or other safety needs, earthquakes, epidemics and pandemics, flight crewmember unavailability due to personal emergencies or safety needs, floods, government actions or inactions affecting flight operations, supply chain disruption, labor strikes or walkouts, riots, terrorism, volcanic eruptions, and war. If a Force Majeure Event prevents or delays the performance by Wheels Up or the Operator, that party will exercise commercially reasonable diligence to respond to the situation with alternative means of performance (including efforts to arrange an alternative, mission-capable aircraft).

- (d) If no seats are reserved for a given shuttle flight, the Operator may cancel that flight 48 hours before the flight’s scheduled departure date and time.

10. Limitation of Liability.

- (a) Neither Wheels Up nor Operator shall be liable for any failure or delay in its performance under these Terms to the extent that such failure or delay is caused by circumstances or events that are reasonably beyond that party’s control, including a Force Majeure Event.
- (b) The Operator shall be solely responsible for all claims arising out of any and all occurrences, accidents or incidents that occur on or in connection with the aircraft operated by the Operator, including, without limitation, all personal injuries, property damage or wrongful death.
- (c) Wheels Up is not responsible for any negligent act or omission by the Operator or its personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change that may occur for your benefit.
- (d) Neither Wheels Up nor Operator shall be liable under any contract, negligence, strict liability or other legal or equitable theory for any (i) consequential, indirect, incidental, special, punitive, lost profits, exemplary or reliance damages, or (ii) amounts in excess of the price paid for a reservation.

11. Insurance.

- (a) Wheels Up shall require the Operator to maintain the following minimum aviation limit liability insurance coverage: (i) \$25 million for seaplane operations; (ii) \$50 million for helicopter operations; and (iii) \$100 million for all other fixed-wing aircraft operations. Wheels Up shall direct the Operator to identify all Passengers as Additional Insured parties under such aviation liability insurance coverage. You and Wheels Up each acknowledge that, because of the number of different insurance policies that could be involved in the provision of the Nantucket Shuttle, this identification will be done as a category of covered persons. Individual Passengers will not be identified separately by name as Additional Insureds.
- (b) Wheels Up shall maintain at least \$300 million in liability coverage for its performance as an agent under this Agreement, and Wheels Up will cause the category of Wheels Up Nantucket Shuttle Passengers (as a group and not by individual name) to be identified as Additional Insureds.
- (c) YOU AGREE TO ACCEPT THE PROCEEDS OF THE INSURANCE COVERAGES DESCRIBED ABOVE AS YOUR SOLE RECOURSE AGAINST WHEELS UP OR THE OPERATOR 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 WHEELS UP OR OPERATOR’S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (d) YOU ACKNOWLEDGE THAT THE PROTECTION AFFORDED YOU BY THE COVERAGES DESCRIBED ABOVE MAY BE INVALIDATED OR OTHERWISE LIMITED IF YOU OR YOUR GUEST(S) ON A NANTUCKET SHUTTLE FLIGHT ENGAGE IN GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT.

12. Miscellaneous. You represent, warrant, and agree to the following.

- (a) You will not resell or broker reservations for this shuttle service.
- (b) You are not the subject of any sanction programs enforced by the U.S. Government including the Office of Foreign Assets Control.
- (c) These Terms are governed by laws of the State of New York, without regard to the conflict of laws principles.
- (d) If you are an active Wheels Up Club Member, then in the event of any conflict between these Terms and the terms of your membership agreement, these Terms shall prevail.

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