



## **Terms and Conditions - Ufly**

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## **Your use of the UFLY website and application**

You may not use any “robot”, “spider”, “scraper”, “deep-link” or any other program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, monitor or reproduce the whole or any part of the UFLY website, application or any Content contained therein (with the exception of any internet Search Engines, who may use their proprietary algorithms solely for the purpose of providing a Search Index in which the UFLY website and application may be listed), or in any way circumvent the navigational structure of the UFLY website, application or any Content, or to obtain or attempt to obtain any materials not purposely made available through the UFLY website, application and the navigational structure contained therein, including but not limited to attempting to execute any arbitrary computer code not part of the UFLY website or systems. “Ufly Corporation” reserves the right to bar any such activity and/or ban users or Internet Protocol (“IP”) addresses from the UFLY website or application.

You may not attempt to gain unauthorized access to any portion or feature of the UFLY website or application not made specifically available to the general public, or any part of any system connected to the UFLY website, application or to any UFLY server, or to any services offered by the UFLY website and application including, but not limited to, the control panel, administrator pages or any protected directory or space, by hacking, password “mining”, or any other illegitimate means. “Ufly Corporation” reserves the right to bar any such activity through user blacklisting, IP address blocking or similar methods.

You may not probe, scan or test the security systems or vulnerability of the UFLY website, application, or any part of any network connected to the UFLY website and application, nor breach any security, encryption or authentication measures employed on the UFLY website, application, or any network connected to the UFLY website and application. You may not attempt in any way to trace any information of any other user or visitor to the UFLY website and application, except any user information specifically made public by that user in any part of the UFLY website and application. This includes any user account on the UFLY user database or any other account created on the UFLY website and application not owned by



you. You may not use any part of the UFLY website to retrieve or attempt to retrieve any personal information pertaining to any user of or visitor to the UFLY website, other than your own, except that information which is specifically made public by that user.

You agree not to take any action through any programmatic or manual method, which causes undue load to the infrastructure of the UFLY website, application or of "Ufly Corporation" systems or networks, or any such systems or networks connected to UFLY.

You agree not to use any device, software or routine, programmatic or manual, to interfere or attempt to interfere with the proper operation of the UFLY website, application or any transaction being conducted therein, or with any other person's use of the UFLY website or application.

You may not in any way use UFLY website, application or any Content for any purpose prohibited by law or otherwise prohibited by these Terms of Use, or to solicit the performance of any illegal activity, or any activity which infringes the legal rights of "Ufly Corporation", any of its subsidiaries, or others.

## **Accounts, Passwords and Security**

Some features of the UFLY website, application or services offered thereon may require you to register a user account (including registering a user ID and a password). You are entirely responsible for maintaining the security of your account details, including your username and password, and for all activities that occur under your account. You agree to notify "Ufly Corporation" immediately of any unauthorized activity or use of your account or password, or any other breach of your account's security. However, you may be held liable for any loss incurred by UFLY or any other user of or visitor to the UFLY website and application due to unauthorized use of your user account.

You may not use anyone else's UFLY user account or password at any time without the express permission and consent of said account owner, and only for use permitted by these Terms of Use. "Ufly Corporation" cannot and will not be held liable for any loss of damage incurred by your failure to comply with these obligations.

You are solely responsible for all activities that occur under your account. You agree to notify "Ufly Corporation" immediately via email upon learning of any unauthorized use of your account, UFLY's services, or any other breach of security.

Please refer to our **privacy policy** for information on how we collect, use and disclose information from our users.



## **Alerts and Notifications**

As part of the services we provide, you may (if enabled) receive push notifications, text messages, alerts, emails, or other types of messages directly sent to you outside or inside the App (“Push Messages”). You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that third party messaging fees may occur for some of the Push Messages depending on the message plan you have with your wireless carrier.

## **Links to other websites**

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"Ufly Corporation" reserves the right at any time to do any of the following, without prior notice: (1) to modify, suspend or terminate the operation of or access to the whole or any part of the UFLY website, or application, for any reason; (2) to modify or change the whole or any part of the UFLY website or application, and any relevant policies or legal terms; and (3) to temporarily interrupt the operation of the whole or any part of the UFLY website and application as necessary to perform maintenance, be it of routine or non-routine nature, error correction, or other changes.

## **Conditions Regarding a Flight Change**

The "Ufly Corporation" is not owner of any airplanes or materials nor has the right to fly airplanes. However UFLY is authorized to resale available seats on private planes. UFLY gives an exclusive access to flights made available through its partnership with airlines. As such if your flight is cancelled, delayed or rebooked you must check the conditions of the airlines you are flying with to see your options. These conditions will be made available through your flight information on your UFLY account.

### **Flight Change (Weather)**

Should your flight be delayed, grounded or cancelled because of extreme weather conditions, the rules of the different transport authority of the country you are travelling in apply.

### **Flight Change (Delay or Cancels from the Airline)**

You will be informed through the different communication medium you selected. You will have to refer to the conditions of the airline you will be travelling with to see the options



available for you. These conditions will be made available through your flight information on your UFLY account.

### **Policy Regarding Ticket Reimbursement**

You must check the conditions of the airlines you are flying with to see your options. These conditions will be made available through your flight information on your UFLY account.

### **Cancelling or Modifying a Flight (Made by a UFLY member)**

As a UFLY member you are allowed to cancel or modify your flight. Should you modify or cancel your flight more than 48 hours before your flight there will be no penalties. However, note that UFLY cannot guarantee you will find a similar flight in a short time frame. Should you modify or cancel your flight less than 48 hours before your flight an extraordinary operation penalty of 200\$+tx will be apply at each change. 12 hours before your flight you will not be authorized to cancel your flight. This policy is to ensure maximum flight accessibility for the other UFLY member.

## **Conditions Regarding your UFLY Account**

### **Changing the Name of the User Associated to an Account**

Every traveller on UFLY must have its own account. It is not possible to change the name of a traveller in order to have a different traveller use UFLY instead of the account's owner. Invitations serve this exact purpose. Should a member be caught doing this, its account would be terminated right away. No reimbursement is possible.

### **Inviting a non-member**

Every UFLY member can invite a non-member to try out UFLY. The number of invitations depends on the account you have and how many non-member you invited which became member. Using its invitation a non-member can book 2 flights on UFLY (we strongly suggest booking a round trip to ensure you don't have to use a commercial flight to come back).

### **First Transaction**

You will have to pay in full your membership the moment you create your account and your membership period will start at the same time.



## **Account Payment**

We offer two bundles; annual account and monthly account. In each case the account must be paid in full at the start of its membership period.

## **Payment default**

In the case of a payment default, your account will remain active. However you will automatically be blocked from purchasing new tickets until you fix the situation. You will be informed by e-mail when this occurs.

## **Membership Renewal**

Your account will be automatically renewed at the end of your membership period. In the case you forget to cancel your membership before your renewal date you will be automatically charged to the next membership period. No refund is possible.

## **Account Upgrade or Downgrade**

You can upgrade (i.e. move from a monthly membership to an annual membership or from a individual account to a corporate account) or downgrade (i.e. move from an annual membership to a monthly membership or from a corporate account to an individual account) your UFLY account. You can change the status of your account at anytime. However, changes will go in effect only at the end of your actual membership period. (ex. Should you switch from a monthly account to an annual account, your annual account will only go in effect at the end of your current monthly account).

## **Special Conditions**

### **Additional Members on an Account**

As mentioned before, every UFLY member must be associated to a unique account to have to right to book flights. The only way to add additional members is to upgrade your account or open a new open. You can change the name of the individual allowed to fly. However, when you change the name, the initial person will no longer be allowed to fly.



## **Cancelling an Account**

When you cancel your account, all flyers linked to it will lose their privileges to purchase tickets on UFLY.

## **Violation of these Terms of Use**

“Ufly Corporation” reserves the right to disclose any information about you (including your identity) if we determine that such disclosure is necessary in connection with any legal investigation or complaint regarding your use of the UFLY website, application, or to identify, contact or bring legal action against anybody who may be causing injury to or interference with “Ufly Corporation’s” rights or property, or that of any of its subsidiaries, or the rights or property of visitors to or users of any part of the UFLY website and application. “Ufly Corporation” reserves the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request.

You acknowledge and agree that “Ufly Corporation” may preserve any transmittal, correspondence or communication by you with “Ufly Corporation” through the UFLY website, application, email or any other service offered on the UFLY website, application or through “Ufly Corporation”, and may disclose such data if required to do so by law or if we deem it necessary in order to either comply with legal process, to enforce these Terms of Use, or to protect the rights and/or property of “Ufly Corporation”, its employees, any users of or visitors to the UFLY website or application, and the public.

You agree that at any point, “Ufly Corporation” may at its sole discretion and without prior notice, terminate your access to the UFLY website, application and/or block any future access by any and all means possible if we determine that you have violated any of these Terms of Use or the Terms of Use specified for any other part of UFLY website, application or services, or any other agreements which may be associated with your use of the UFLY website, or for any cause which includes, but is not limited to, any request by law enforcement or other government agencies or any other technical issues or problems.

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