



OPERATOR-PARTICIPANT CONTRACT

TERMS AND CONDITIONS

1. CONTRACT BETWEEN OPERATOR AND PARTICIPANT:

This Operator-Participant Contract (herein, "Agreement") sets forth the terms and conditions under which FlyGLO, LLC, d.b.a. FlyGLO (or "GLO" or "GLO Airlines") of 1450 Poydras St. Ste.210, New Orleans, La 70112, in return for your payment in full of the amount indicated as the total Charter Price on the receipt, agrees to provide you (the "Participant", "Passenger", or "Customer") with charter air transportation.

2. ELECTRONIC CONTRACT:

The US Department of Transportation requires all passengers to agree/accept/sign the terms of this Agreement at the time of payment. Your completion of any electronically ticketed transaction, whether negotiated in the form of cash, check, money order or credit card, confirms your acceptance of this Agreement. Your completion of any transaction paid for via the internet similarly confirms your acceptance of this Agreement. You must also provide a valid e-mail address prior to booking your reservation(s) and paying for your flight(s). You cannot book a reservation or receive documents without providing an e-mail address. Providing your valid e-mail address is your consent to receive documents electronically and is taken as a demonstration of your ability to do so.

3. RESPONSIBILITY:

FlyGLO provides charter flights only and is therefore responsible only for the Participant's flight. FlyGLO does not offer or provide any other services. Neither FlyGLO, nor its agents, servants, employees, or your travel agent assumes any responsibility for, and the Participant agrees to release, relieve and hold harmless FlyGLO from, any claim, action, cause of action, injury, losses or damages arising from the actions or omissions of third-parties involved with your flight; missed connections; missed ground transportation or car rental expenses; lost or stolen items or baggage, damage, delay of baggage or other property; costs or expenses arising out of injury, accident or death; quarantine; disturbances; governmental restrictions or regulations; inconveniences; loss of enjoyments; loss of pay; disappointment; mechanical breakdown; airport closure; air traffic control restrictions; government action; strike or lockouts; war, terrorism; weather, acts of God, force majeure, or other factors or causes beyond our control.

4. RESERVATIONS AND PAYMENT:

Reservations may be made directly by calling (855)-435-9456 or online at our website at www.flyglo.com. Full payment is due at the time a flight is booked. Passengers have a right to a copy of this Agreement prior to making payment.

- a. For bookings made by calling (855)-435-9456 or via the Internet, FlyGLO accepts American Express, MasterCard, and Visa.
- b. No price adjustments will be made after purchase.
- c. Participants waive any charge back rights associated with claims resulting from factors that are not under the control or not the responsibility of FlyGLO.
- d. Participants who change or cancel a FlyGLO Now reservation prior to the scheduled departure of the Charter Flight will receive full refund of their Charter Flight Price.
- e. Participants who change or cancel a FlyGLO Saver reservation or a FlyGLO Advance reservation prior to scheduled departure of the Charter Flight will, after payment of a non-negotiable 75 USD per passenger per segment change/cancellation fee, receive a courtesy credit for future travel on any FlyGLO schedule or charter service.
- f. The FlyGLO Cancellation and Refund Policy below provides further details on the above.

5. SECURITY AGREEMENT:

All payments are payable and/or deposited to a charter escrow account at First Western Trust Denver, FlyGLO's depository bank. Your payments are protected by a surety bond issued by ACSTAR Insurance Company. (the "Securer"). Unless you file a claim with FlyGLO or, if FlyGLO is unavailable, with the Securer, within 60 days of completion of the Charter (or, in the case of cancellation, the intended date of your scheduled return Charter); the Securer will be released from all liability to you under the security agreement. If there is no return flight in your itinerary, completion means the date or intended date of departure of the last flight in your itinerary. All transactions between the Customer and FlyGLO shall be solely in United States Dollars; FlyGLO is not responsible for any fluctuations in foreign currency exchange rates.

6. CONDITIONS OF CARRIAGE:

The Operator has certain rights regarding the operation of each flight as set forth below.

- a. *The Authority of the Aircraft's Captain:* The captain of the Aircraft is the Operator's agent and shall have complete authority and discretion over the enforcement of the Conditions of Carriage, the Aircraft, support facilities, and all matters concerning the preparation and operation of the Aircraft including the suitability of the weather and landing areas, the condition of the Aircraft for flight, landing of the Aircraft, the manner of flight and all other factors affecting flight safety. In this regard, the captain shall have sole discretion to determine whether flights should be rerouted, shortened, delayed, terminated, or refused. Paragraph 8 hereof notwithstanding, the captain shall also have complete authority and

discretion with respect to loads and baggage carried on board the Aircraft, including the stowage and distribution of the same.

- b. *Admission of Participants to the Charter Flights:* The Operator retains the right to accept or decline any person as a member of the Charter or to change or withdraw a Charter if necessary. Furthermore, Operator, and or its agent – the Aircraft’s captain - may, under any circumstance or circumstances listed below, refuse to board, remove from the aircraft, at any airport, and/or refuse to transport a passenger:
- i. Whenever such action is necessary to comply with the request of a Government or to comply with a Governmental regulation.
 - ii. Passenger’s conduct or condition, where conduct, status, mental or physical condition is such as to (a) render him incapable of caring for himself without assistance, unless he his accompanied by an attendant who will be responsible for caring for him enroute and with the attention of such attendant, he will not require an unreasonable amount of attention from the Aircraft’s crewmembers (b) make refusal or removal necessary for the reasonable safety or comfort of other passengers, or (c) involve any unusual hazard or risk to himself or other persons (including, in the case of pregnant passengers, unborn children) or to property.
 - iii. A passenger who refuses to permit the search of his person or property, when the Aircraft's captain or Operator's personnel determine such search is necessary for safety reasons.
 - iv. A passenger who refuses, when requested, to produce valid, positive identification.
 - v. A passenger who refuses to comply with Operator's, Direct Air Carrier's, or governmental rules, regulations, or instructions.
 - vi. Operator reserves the right to refuse to transport any passenger across international boundaries if (a) the travel documents of that passenger are not in order, or (b) for any other reason, such as a passenger's embarkation from, transit through, or entry into any country from, though, or to which such passenger's desired transportation would be unlawful.
- c. *Operator’s Discretion Regarding Passengers/Baggage:* Notwithstanding Section 9 hereof, Operator reserves the right to impose limits on the amount of baggage and/or number of passengers permitted on board each flight in order to meet the weight and balance limitations of the Aircraft.
- d. *Hazardous Cargo:* Participant shall not tender to Operator nor shall the Operator accept and carry any baggage which is hazardous/dangerous. Notwithstanding the preceding, the Participant shall remain responsible for all loss and or damage resulting from the hazardous/dangerous character of any baggage that they cause to be placed onboard the Charter Flight.
- e. *Participant Identification:* Per TSA Regulations, each Participant 18 years of age or older must carry a government-issued identification document (such as driver’s license or passport) to be presented at check-in and to the flight crew upon request during the boarding process. Operator’s check-in staff or flight crew may deny boarding to any Participant unable to produce such identification or for whom the authenticity of the identification document(s) is in question.
- f. *Travel Authorizations/Permits:* Participants shall be responsible for obtaining any travel authorization documents, such as passports, visas, or tourist cards that may be required by destination government authorities to be presented to the flight crew upon request during the boarding process. The flight crew

may deny boarding to any Participant who cannot produce such documentation for a flight where such documentation is required or for whom the authenticity of the document(s) is in question.

7. ACCEPTANCE OF ACCOMPANIED CHILDREN FOR CARRIAGE:

Except as set forth in Section 8 below of this Operator – Participant Contract, *Acceptance of Unaccompanied Children for Carriage*, travelers under 16 years of age (Children) will not be accepted for carriage on a FlyGLO flight unless they are accompanied on that same flight by a parent, a legal guardian or another passenger at least 18 years of age.

Seating Options for Infants (Children Under Two Years of Age):

- a. *For Infants Held by an Adult (Lap Children):* A parent or any person 16 years of age or older may hold an infant in their lap at no additional charge, provided that such infant is included in the FlyGLO reservation.

NOTE: Emergency oxygen availability considerations require that individuals holding lap children be seated only in the A seats on the left side of the aircraft, excluding seat 1A and exit row seat 6A.

- b. *For Infants Seated in a Seat of Their Own:* An infant may travel in a reserved seat of their own only upon purchase of a ticket for that seat at the applicable fare, and only when the purchaser provides their own child safety seat for such travel, which seat must be clearly labelled as approved by the Federal Aviation Administration (FAA).
 - i. The child safety seat must be installed in the direction appropriate for the size of the child and in accordance with the instructions on that child safety seats label.
 - ii. The child must remain in their child safety seat with its harness fastened during taxi, takeoff and landing, and whenever the “fasten seatbelt” sign has been turned on by the Captain.

NOTE: To carry on a safety seat, you must have purchased a ticket at the applicable fare for the child or a seat must be available next to you. If an unoccupied, adjoining seat is not available, the gate agent will check the safety seat to your final destination.

NOTE: Child safety seats can only be used in the B seats on the right side of the aircraft, excluding all exit row seats (row 6) and all seats in the row immediately before (row 5) and immediately after (row 7) the exit row.

- c. *Additional Information:* The FAA website www.faa.gov/passengers provides useful information and helpful guidance designed to educate parents and encourage their making informed decisions regarding traveling with young children.

8. ACCEPTANCE OF UNACCOMPANIED CHILDREN FOR CARRIAGE:

Travelers under 16 years of age (Children) not accompanied on the same flight by a parent, a legal guardian or another passenger at least 18 years of age are considered to be Unaccompanied Children. When traveling on a FlyGLO flight, such Unaccompanied Children must have bought a ticket for the seat that they will occupy and will also be assessed an additional service charge of 75 USD per flight segment.

- a. Unaccompanied Children UNDER 6 YEARS OF AGE will not be accepted for carriage on a FlyGLO flight under any circumstances.
- b. Unaccompanied Children 6 YEARS OF AGE THROUGH 15 YEARS OF AGE will be accepted for carriage only on non-stop FlyGLO flights.
- c. Unaccompanied Children must be in the company of a parent or responsible adult until they have been boarded on their FlyGLO flight and that aircraft has departed the gate. Unaccompanied Children must also be met by a parent or responsible adult at the destination airport.

Note: FlyGLO does not accept Unaccompanied Children for carriage on any travel itinerary that includes a connection to/from another airline.

9. BAGGAGE:

For each ticketed passenger, FlyGLO will transport (without additional charge) a maximum of three (3) bags plus one (1) personal item, as follows:

- a. **Two (2) checked bags:** each with a weight not to exceed 50 pounds and overall dimensions not to exceed 62 inches (L + W + H = 62).
- b. **One (1) carry-on bag:** with overall dimensions not to exceed 45 inches (L + W + H = 45) and a weight not to exceed 15 pounds. Carry-on bags must fit under the seat in front of the passenger or in an overhead compartment. If there is insufficient space in the cabin of the aircraft, the carry-on bag will be gate checked at no additional cost.
- c. **One (1) personal item:** such as a purse, a laptop, a diaper bag or a camera case. Personal items must fit under the seat in front of the passenger or in an overhead compartment.

Checked Baggage: All checked baggage shall be subject to Non-refundable Baggage Service Charges as follows:

- a. Carry-on bag weighing up to 15 pounds: No charge
- b. 1st checked bag weighing up to 50 pounds: No charge*
- c. 2nd checked bag weighing up to 50 pounds: No charge*
- d. 3rd checked bag weighing up to 50 pounds: \$50.00 checked bag fee*
- e. 4th checked bag weighing up to 50 pounds: \$50.00 checked bag fee*
- f. 5th checked bag weighing up to 50 pounds: \$50.00 checked bag fee*

*An additional heavy bag fee of \$100.00 will be levied for each checked bag weighing 51 to 99 pounds. Checked bags weighing more than 99 pounds will not be accepted for carriage.

Additional items may be presented for check-in beyond the above stated limits, but such items shall be accepted only on a space available basis and solely at the discretion of station management, and are not guaranteed to be transported. Carriage of each such additional item shall be subject to a Non-refundable

Baggage Service Charge as follows: either a \$50 checked bag fee for each item weighing up to 50 pounds or a \$150 service charge (comprised of a \$50 checked bag fee plus a \$100 heavy bag fee) for each item weighing 51 to 99 pounds. Additional items weighing more than 99 pounds will not be accepted for carriage.

Carry-on Bags: Carry-on bags will be accepted without fee provided that: (1) such baggage may be safely stowed either in the overhead bin or under the seat directly in front of the ticketed passenger and (2) that such baggage meets the weight limit stated above. FlyGLO reserves the right to require an item to be stowed in the checked luggage compartment and subject to Excess Baggage Service Fees if such item cannot be stowed safely in the overhead bin or under the seat directly in front of the ticketed passenger.

Golf Clubs, Strollers and Car Seats: Golf clubs and strollers shall count toward the ticketed passenger's three (3) bag allotment. If necessary and upon being tagged by FlyGLO personnel as an "authorized" item, strollers and car seats shall be accepted as checked luggage at the gate,. Standard Baggage Service Charges will apply to golf bags and strollers. Overweight/ Excess Baggage Fees may also apply. It is recommended that golf equipment be stored in a hard-sided case for added protection.

Animals in the Aircraft Cabin: No animals will be accepted for carriage in the baggage compartment of FlyGLO aircraft. HOWEVER, small dogs or cats may be accepted for carriage in the aircraft cabin on a space-available basis and subject to following:

- a. The animal(s) must be contained in an FAA-approved pet carrier, which pet carrier must fit under the seat directly in front of the passenger;
- b. The FAA-approved pet carrier must remain stowed throughout the flight, with the animal(s) remaining inside the pet carrier;
- c. Payment of a 100 USD fee per flight segment for each FAA-approved pet carrier accepted in the aircraft cabin;
- d. That no more than two small animals be presented for carriage in a single FAA-approved pet carrier and that such pet carrier meet safe and humane animal treatment standards for the transport of its occupant(s).

NOTE: FlyGLO reserves the right to decline carriage of any animal that FlyGLO, at its sole discretion, considers might be disruptive in flight or might endanger FlyGLO passengers or crew members.

Motorized Wheelchairs: FlyGLO must be notified at least 48-hours in advance of a flight's departure by any passenger intending to offer a motorized wheelchair for transport as checked baggage.

Guns or Firearms: FlyGLO at its sole discretion will accept guns or firearms for carriage only as checked baggage in the baggage compartment and in accordance with the following:

- a. Each gun or firearm offered for carriage by FlyGLO must be unloaded, as confirmed by the passenger's presenting a signed GLO Firearm Unloaded Declaration form (see below) for each presented gun or firearm.

GLO
flyGLO LLC

FIREARM UNLOADED DECLARATION

To _____

I certify that the firearm contained herein is unloaded.

Passenger's Signature: _____ Date: _____

GSC Signature: _____ Date: _____

- b. Each gun or firearm offered to FlyGLO for carriage must be contained within a sturdy and locked carrying case designed specifically for the secure transport of such gun or firearm.

Small Arms Ammunition: Properly packaged small arms ammunition intended for personal use is exempt from Federal Regulations pertaining to Hazardous Material Reference CFR 49 175 10(s); as such, small arms ammunition, with limitations, will be accepted for carriage on GLO flights. GLO flights do not carry Hazardous Materials.

Small arms ammunition for personal use will be accepted for carriage on GLO flights up to a maximum of 11 lbs. (5 kg) gross weight of ammunition per passenger, provided that such ammunition is packed in the manufacturer's original box, or securely packed in fiber, wood or metal boxes or other packaging specifically designed for ammunition carriage.

- a. Ammunition is not permitted in any carry-on baggage.
- b. All ammunition must be removed from the firearm and packed either with the checked weapon or in a separate case. All such ammunition, however packed, must be protected against shock and secured against movement.
- c. If such ammunition is packed in a separate case, that case must be tagged with a checked bag tag.

Some gun owners prepare their own ammunition in a process known as reloading, which reloading requires the use of bulk gunpowder.

- a. Bulk gunpowder is classed as a propellant explosive and, in bulk form, is therefore forbidden for carriage on GLO aircraft, regardless of amount or packaging.
- b. Reloaded small arms ammunition containing gunpowder will be accepted for carriage in GLO flights; however, reloaded ammunition for shotguns and automatic weapons will not be accepted.

When properly packaged, flares (shells) designed for flare pistols are considered exempt from Federal regulations pertaining to Hazardous Materials and therefore will be accepted as small arms ammunition for carriage on GLO aircraft.

General Baggage Considerations: The following apply to all baggage submitted to FlyGLO for carriage:

- a. All bags must have a cover that prevents spillage of contents.
- b. All bags must have outside identification.
- c. FlyGLO personnel reserve the right to refuse carriage/transport of any item presented for checked luggage.
- d. Under no circumstances will FlyGLO accept items for carriage that do not accompany a ticketed passenger.

Limited Liability for Baggage:

In accordance with Federal Regulations, air carrier liability for lost, stolen, pilfered, or damaged bags is limited to provable damage not exceeding \$100.00 provided the Passenger provides FlyGLO with the baggage service report and suitable evidence of the value of the bag and its contents. Please see **FlyGLO LOST OR DAMAGED BAGGAGE POLICY** below for further information regarding FlyGLO policies with respect to lost, stolen, pilfered or damaged bags (starting on Page 16).

10. PHOTO AND VIDEO

The use of small cameras or mobile devices for photography and video on board FlyGLO flights is permitted PROVIDED that the purpose of such photography and video is to capture personal events. Photographing or video recording of other customers without their express consent is prohibited. Photographing or video recording of airline personnel, equipment or procedures is at all times strictly prohibited

11. CARRIAGE AND ONBOARD USE OF PORTABLE OXYGEN CONCENTRATORS (POCS):

Personal oxygen systems containing liquid oxygen and liquid oxygen tanks **are not accepted** for carriage or for use onboard any FlyGLO flight.

FlyGLO, however, does accept the following portable oxygen concentrators (POCs) for carriage and for use onboard FlyGLO flights by qualified persons:

- | | |
|---|---|
| AirSep FreeStyle | AirSep FreeStyle 5 |
| AirSep Lifestyle* | AirSep Focus |
| Delphi RS-00400 | DeVilbiss Healthcare iGo, |
| Inogen One | Inogen One G2 |
| Inogen One G3 | Inova Labs LifeChoice |
| Inova Labs LifeChoice Activox | International Biophysics LifeChoice |
| Invacare XPO2 | Invacare Solo2 |
| Oxlife Independence Oxygen Concentrator | Oxus RS-00400 |
| Precision Medical EasyPulse | Respironics EverGo |
| Respironics SimplyGo | SeQual Eclipse |
| SeQual eQuinox Oxygen System (model 4000) | SeQual Oxywell Oxygen System (model 4000) |
| SeQual SAROS | VBOX Trooper |

* The AirSep Lifestyle device must have a sticker affixed to the inside cover that states “RTCA/DO—1600 21 category M Compliant”, which will indicate that it has been modified for air travel. If the AirSep Lifestyle device does not have this sticker, it will not be accepted for use on board.

NOTE: Portable oxygen concentrators cannot be used by passengers seated at an exit row or bulkhead seat.

Passengers wishing to use a POC onboard a FlyGLO flight must provide a letter from a licensed physician stating that:

- a. The user has the physical and cognitive ability to take appropriate action in response to cautions and warnings broadcast by the POC, and
- b. Whether or not use of the POC is medically necessary for all of the trip or for only a portion of the trip.

POCs not included in the list above may not be used on board. However, non-listed POCs will be permitted as carry-on baggage or as checked baggage, but only under the following conditions:

- a. Such POCs must be empty and free of pressure.
 - i. If the POC has a removable battery, that battery should be removed and packaged separately in such a way that the battery terminals do not come in contact with any metal objects.
 - ii. When not in use, the device must be stowed under the seat in front of the user or in another stowage location so that it does not block an aisle or the entryway into the row.

12. LIABILITY:

FlyGLO assumes NO LIABILITY for any items left by a passenger in the passenger compartment of the aircraft. FlyGLO is not liable under any circumstances for loss or damage to money, jewelry, collector’s items, silverware, furs, negotiable papers or securities, business documents, eyeglasses, cameras, electronic or computer equipment, photographic equipment, medications, damage to inadequately packaged/overstuffed checked items, and loss or damage of any items packed in such containers or bags; all electronic hardware, software and peripherals; cosmetics, toiletries and personal hygiene products; medications and medical equipment in checked luggage (please note that FlyGLO assumes NO LIABILITY for medical complications and expenses due to medications and medical equipment being unavailable as a result of being checked while in-flight, or as a result of unavailability of medications, medical equipment and prescriptions packed in checked luggage due to delay, loss of or damage to such checked luggage), commercial effects, one-of-a-kind items, works of art, artistic items and statuary, glass items and containers, musical instruments, paper materials, perishables, precision items, recreational and sporting goods (excluding golf clubs, bags and equipment), toys, infant seats and strollers or other similar valuable items included in a Customer’s checked or unchecked baggage with or without knowledge of the carrier. FlyGLO is not responsible for damage that does not impair the ability of such luggage to protect the contents inside, and specifically is not liable for superficial damage to luggage arising from normal wear and tear of ordinary handling, including scratches, scuffs, puncture, stains and marks. When FlyGLO has exercised its ordinary standard of care, it shall not be liable for spoilage resulting from delay in delivery of perishables, or for damage to or caused by fragile items, liquids or perishables which are unsuitably packed, and which are included in a passenger’s checked baggage with or without FlyGLO’s knowledge. FlyGLO assumes no liability for damage to luggage protrusions (including wheels, zippers and

zipper pull tabs, handles, straps, feet, hanger hooks, locks, flaps, pockets, pouches and items secured to such luggage by means of straps, cords, tape and other external means). FlyGLO assumes no responsibility for property damage or loss resulting from passenger security screening or loss incurred in passenger waiting areas or concourses, or for property not checked solely into FlyGLO's custody. FlyGLO assumes no liability for damage to locks or luggage, or loss of or damage to contents as a result of search by the TSA or any other government or law enforcement agency. FlyGLO shall assume no liability for damage to checked luggage not designed to withstand the customary rigors of air travel. All claims are subject to proof of value, loss and are subject to depreciation. Any baggage problems and/or claims in the case of lost, stolen, damaged or delayed baggage must be reported to a FlyGLO airport representative, and written proof of claim must be filed with said representative prior to leaving the airport terminal on the date of arrival, or are to be waived by the passenger.

13. AIRPORT CHECK-IN:

Check-in is available two (2) hours prior to flight time. All Passengers must check-in no less than 30 minutes prior to the scheduled departure time of a Charter Flight. Passengers must be at the boarding gate in possession of boarding passes no later than 15 minutes prior to departure. FlyGLO reserves the right to resell any seat or deny boarding to any passenger not checked in 30 minutes prior to departure, and the Passenger will have no claim against FlyGLO for such canceled reservation. Participants will not receive refunds for missed flights or connections. All passengers 18 years of age or older must have valid government issued photo identification, such as a Passport, driver's license, state non-operator's ID, active-duty military ID or passport. Any Passenger that exhibits disruptive behavior will not be allowed to board, or will be removed from the aircraft. Assigned seating will apply to all passengers.

14. AIR TRANSPORTATION:

FlyGLO flights are Public Charters operated by Corporate Flight Management, INC. FlyGLO reserves the right to substitute scheduled air service when necessary at no additional cost and at comparable times, and does not guarantee aircraft type or capacity. FlyGLO will make every diligent and reasonable effort to notify all Participants in the event of a schedule change. No refunds or compensation will be given for changes in aircraft type or for substitution of service to a scheduled air carrier.

15. CUSTOMER SERVICE:

FlyGLO is committed to providing the best possible customer service. In the rare event that you have cause for dissatisfaction during your flight, we encourage you to email us at INFO@flyglo.com, or you may call us toll-free at (855) 435-9456 to discuss this problem with us.

16. MISCELLANEOUS:

The rights and remedies made available under this Agreement are in addition to any of the rights and remedies available under Louisiana law. Further, in the interest of clarity and for the avoidance of any doubt, the Participant agrees that all rights, remedies and privileges available to FlyGLO under this Agreement shall also apply to and act for the benefit of our agents, servants, employees, officers, directors, representatives, contractors or other third party service providers that FlyGLO may retain or engage to provide services on behalf of FlyGLO under this Agreement. The acceptance by a Participant of a refund, or alternative travel arrangements, as provided in this Agreement shall constitute a full and final settlement and release of all other claims or remedies against FlyGLO. By executing this Agreement, the Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and completely supersedes any prior agreements or representations of FlyGLO, verbal or in writing. This Agreement can be amended only in writing in a document signed by both parties. Any oral representation or modifications shall have no force or effect. Louisiana law shall govern this Agreement. Except for baggage claims as outlined above, any claim against FlyGLO must be presented in writing within sixty days of the date of the return flight of a Charter Flight, and FlyGLO shall have no obligations or liabilities for any claims presented after said sixty-day period. All parties to this Agreement hereby submit to the exclusive jurisdiction of the state courts located in Orleans Parish, Louisiana, as the appropriate forum for any legal action arising out of or relating to this Agreement.

FlyGLO NON-DISCRIMINATION POLICY

We at FlyGLO respect the rights of all persons, including those with Special Needs and/or with Disabilities, and endeavor to provide our services to all persons in a Non-Discriminatory manner. FlyGLO adopted this Non-Discrimination Policy to inform persons seeking our services of FlyGLO's commitment to them in that regard.

1. Special Needs/Passengers with Disabilities: An individual with a disability means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, who has a record of such impairment, or who is regarded as having such impairment.

A "qualified individual with a disability" is defined as an individual with a disability who obtains a valid ticket, comes to the airport for a flight, and meets the nondiscriminatory Contract of Carriage requirements that apply to all passengers.

2. General Prohibition of Discrimination: FlyGLO does not discriminate against any qualified individual with a disability in the provision of air transportation.

The amended rules to implement the Air Carrier Access Act of 1986 contain certain requirements designed to address issues that have arisen in providing air travel to individuals with disabilities. The regulations are intended to ensure that individuals with disabilities have access to air transportation and that carriers do not impose restrictions on such passengers except such restriction as are necessary to the safe carriage of all passengers.

3. Refusal to Transport: FlyGLO may refuse transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate FAA regulations. In exercising this authority, FlyGLO personnel may not discriminate against any qualified individual with a disability on the basis of his/her disability.

4. Advance Notice Requirements: Except as noted below, FlyGLO may not require a qualified individual with a disability to provide advance notice of either his/her intention to travel or his/her disability as a condition of receiving transportation.

FlyGLO may require up to 48 hours advance notice and one-hour advance check-in for a qualified individual with a disability who wishes to receive any of the following services:

- a. Transportation for an electric wheelchair.
- b. Hazardous material packing for a battery for a wheelchair or other assistive device.
- c. Accommodation for a group of 10 or more qualified individuals with a disability making reservations for travel as a group.
- d. Advance notice is also required for bringing a Portable Oxygen Concentrator (POC) on board (see more in our POC policy).

FlyGLO personnel will provide rerouting assistance to any qualified individual with a disability who provides

advance notice to FlyGLO as required above and is then forced to change to the flight of another carrier because of the cancellation or delay of their original FlyGLO flight. This assistance may include, but is not limited to, assistance with reservations and ticketing, the provision of ground transportation to the second carrier, and/or assistance in securing appropriate services from such other carrier.

5. Unavailable Services: FlyGLO is unable to accommodate passengers requiring an incubator, a respirator, or a stretcher.

6. Safety Assistants: FlyGLO may not require a qualified individual with a disability to travel with a safety assistant, except in certain limited circumstances dealing with safety.

As a condition of carriage on the grounds of safety, FlyGLO requires that a safety assistant travel with qualified individuals with a disability meeting any of the following criteria:

- a. A person who, because of mental disability, is unable to comprehend or respond appropriately to safety-related instructions.
- b. A person who has both severe hearing and severe vision impairments, and cannot establish an effective means of communication with carrier personnel adequate to permit transmission of the required safety briefing.
- c. A person with mobility impairment so severe that the person is unable to assist in his/her evacuation of the aircraft.

7. Seat Assignments and Seating Accommodations: FlyGLO may not exclude any qualified individual with a disability from any seat or require that an individual with a disability sit in any particular seat on the basis of their disability EXCEPT in compliance with Exit Seating regulations.

8. Service Animals: FlyGLO will permit a trained service animal to accompany a qualified individual with a disability. A service animal should sit in the floor space in front of the customer's assigned seat but cannot protrude into the aisles. Customers may use an approved in-cabin kennel for smaller animals provided its use meets stowage requirements. Exit row seating of qualified individuals accompanied by a service animal is prohibited. Documentation may be required for service animal validation.

9. Passengers Using Wheelchairs: Passengers using wheelchairs will be accepted unaccompanied. There is no limit on the number of accompanied or unaccompanied non-ambulatory customers that FlyGLO will accept on any flight.

FlyGLO will accept one wheelchair for transport per customer at no extra charge as an addition to the normal bag allowance. FlyGLO accepts all types of wheelchairs and carts, including those that are folding or non-folding and those that are manual or electric.

FlyGLO aircraft cannot accommodate wheelchairs in the aircraft cabin. All wheelchairs will be transported as checked or gate-checked baggage and be placed in the aircraft's baggage compartment. Wheelchairs and

other assistive devices have priority over valet baggage belonging to other customers boarding at the same city.

10. Passengers Using Crutches/Walkers: Passengers using crutches or walkers will be accepted for carriage. Such passengers may or may not need assistance depending upon the extent of their disability; however, FlyGLO personnel will always extend an offer of assistance as needed.

Crutches or canes can generally be stowed in the cabin (under the passenger's seat, in the overhead compartment or in the wardrobe), but must never be stowed in the path to or adjacent to an emergency exit. Walkers may be stowed in the baggage compartment due to their size/shape. When walkers are stowed in the baggage compartment, care will always be exercised to avoid their being damaged by shifting cargo, and they will always be loaded for easy access at the destination station.

11. Stowage of Personal Equipment: FlyGLO does not count any assistive device brought into the cabin by an individual with a disability to be part of their personal item carry on allotment.

12. Passengers with Communicable Diseases: For customers with a communicable disease or infection, FlyGLO will not:

- a. Refuse to provide transportation -or-
- b. Delay transportation -or-
- c. Require a medical certificate -or-
- d. Impose any conditions, restrictions, or requirements not imposed on all other customers unless the customer's condition poses a significant risk to the health and safety of others and that risk cannot be eliminated by a modification of policies, practices, or procedures

Customers whose travel is delayed due to restrictions imposed by FlyGLO related to their communicable disease or infection may use their tickets without additional fare collection within twelve (12) months of the date of the ticket or may have any unused value refunded without penalty.

Within 10 days of receiving such a request, FlyGLO shall provide customers denied travel due to a communicable disease or infection with a written explanation for such denial of transportation.

13. Medical Certificates: FlyGLO does not normally require a medical certificate as a condition of acceptance for travel. However, FlyGLO may require such a certificate if there is reasonable doubt that a customer can complete the flight safely without requiring extraordinary medical assistance during the flight. The medical certificate must be dated within 10 days of the flight for which it is presented.

14. Passenger Information: The Department of Transportation (DOT) requires that a carrier maintain a copy of its procedures regarding the transportation of customers who need assistance at each airport for inspection by interested individuals. FlyGLO will satisfy this requirement by allowing customers to view DOT Rule 14 CFR, Part 382, a printed copy of which is available at each airport.

FlyGLO CANCELLATION AND REFUND POLICY

Please see the policies below regarding the return, cancellation, or refund of tickets purchased for air travel on GLO Airlines. Should you need to change, modify, or cancel your travel plans, your right to a refund is limited. As GLO is always looking to improve customer experience, please send any comments or suggestions regarding the processing of your refund request to refunds@flyglo.com, and a GLO customer service representative will review it promptly.

1. General Information: Please submit any request for a refund to refunds@flyglo.com and allow 7-10 days for processing.

Requests for refunds must be submitted prior to the originally scheduled departure of the travel itinerary in question. No refunds will be granted for requests submitted after the departure of the scheduled flight.

All refunds will be returned to the original form of payment. No credit or refund will be given for price differentials after a reservation is made.

Changes and cancellations to a travel itinerary can be made online at FLYGLO.COM. However, customers are encouraged to contact the call center at 855.IFLYGLO (855.435.9456) with any questions or concerns regarding fare rules and refunds before making changes online. It is important to note that any changes or errors made online by the customer will be treated as final, and will not be reversed after the fact.

2. Travel Agent Bookings: If you purchased your ticket through a travel agent, please contact your designated agent to initiate the application process for your refund.

3. Second Thoughts: GLO offers a 24-hour grace period after purchase during which a passenger may cancel or modify, at no additional cost, any reservation booked more than 7 days prior to scheduled departure.

- a. Reservations booked within 7 days of scheduled departure are not eligible for this 24-hour grace period.
- b. No Price adjustments will be made after purchase.

To cancel or change your reservation, simply contact 855.IFLYGLO (855.435.9456) within 24 hours of booking. Please note that after 24 hours, all fees and penalties associated with your fare class will apply to changes and/or cancellations. It is always recommended that you contact the call center to make any adjustments to your reservation before attempting to make changes online.

4. Change Of Plans: No problem. Our goal is to always offer maximum efficiency and flexibility to GLO customers. GLOFLEX allows all GLO passengers the ability to modify travel date and/or flight times for a fee of

75 USD per flight segment. Changes are dependent on flight and seat availability, and must be made more than 24 hours before scheduled departure. All schedule changes made within 24 hours of the originally scheduled departure are ineligible for GLOFLEX and will be subject to the fare rules and penalties associated with the original reservation. Please refer to our [Operator Participant Contract](#) for a detailed breakdown of our fare structure.

5. Extenuating Circumstances: GLO will consider refunds, regardless of fare class, for the extenuating circumstances listed below. Please note that a 75 USD per flight segment fee will be deducted for processing all such refunds. If no supporting documentation is provided, passengers are bound to the fare rules and penalties associated with the original reservation.

- a. Medical Emergency:** In the case of severe illness, hospitalization, or medical emergency, GLO requires documentation verifying an inability to travel. A formal physician's letter or medical release, dated within a week of scheduled departure, must be provided for refund consideration. Documentation must include name of physician and contact information on official letterhead.
- b. Death:** Upon the death of a ticketed passenger, an immediate family member, or a travel companion, passengers may be entitled to a refund. Death certificate and/or supporting documentation of the relationship to the ticketed passenger will be required for refund consideration.
- c. Jury Duty or Public Service:** Passengers may be entitled to a refund in the case of jury duty or public service. A jury summons or official government documentation is required for refund consideration.

6. Delayed Or Canceled Flights: In the event a GLO flight is delayed or canceled due to an aircraft out of service (OTS), inclement weather, and/or a maintenance related issue, passengers are entitled to the following options:

- a. Re-Accommodation:** Should a passenger choose to be re-accommodated on another GLO flight, a local GLO airport representative will transfer their reservation at no additional cost. Re-accommodation is subject to availability—existing passengers will not be displaced for re-accommodations.
- b. Cancellation and/or Refund:** Should a passenger choose to cancel in response to OTS or aircraft maintenance, any refunds will be given in accordance with the fare rules associated with the itinerary in question. GLO Now fares will be granted a full refund as-paid. All other fare classes will be granted a voucher for the full value of their original fare—no fees or penalties will be assessed.
- c. Accommodations on Other Airlines:** GLO does not offer accommodations on other airlines in response to cancellations or delays caused by OTS, aircraft maintenance, or inclement weather.

FlyGLO LOST OR DAMAGED BAGGAGE POLICY

We apologize for any mishandling of your baggage while it is in our care. We know how important your possessions are, which is why GLO makes every effort to return your checked baggage to you promptly upon arrival. In the unlikely event that your luggage is missing upon arrival, we promise to do everything we can to recover and safely return your belongings to you. Please see the information presented below detailing how you can assist us in the event that your bag is delayed, damaged, or lost.

- 1. General Information:** Your understanding and adherence to the procedures below are critical to our providing timely resolution to any delayed, lost, or badly damaged baggage. If these procedures are not followed, we cannot guarantee the processing of your claim.
- 2. Missing or Delayed Baggage:** Claims regarding missing or delayed baggage must be filed at the arrival airport immediately following the arrival of your flight. Upon discovery of your lost or delayed baggage, please report immediately to the GLO ticket counter to file a [baggage claim form](#) with a GLO airport representative. Please note that all claims for lost or delayed baggage must be made within 24 hours of landing in your arrival city. No exceptions.
- 3. Damaged Baggage:** If you wish to make a claim for significant damage to checked baggage or to its contents, you must notify a GLO airport representative at your arrival destination, or submit your claim in writing to baggage@flyglo.com within 48 hours of your arrival. Please note that we may not accept or review claims submitted outside of these time limits. Reimbursement requests for damage to straps, handles, wheels, and zippers will be assessed on a case-by-case basis, and awarded based on overall condition of baggage and estimation of previous damages. GLO assumes no liability for normal wear-and-tear damage to your baggage, such as scrapes, dents, scuffs and soils.
- 4. Expense Reimbursement:** GLO requires receipts for all reasonable incidental expenses incurred due to GLO's delay of your baggage. Reasonable expenses will be assessed on a case-by-case basis, but generally will be limited to \$65 per day, for up to 72 hours after your baggage claim has been filed. Expenses above and beyond this amount will be evaluated, and may be reimbursed up to \$1,000. All such disbursements will be deducted from the final settlement if the bag is not located.
- 5. To File a Claim:** To register your claim for delayed, damaged, or lost baggage or for missing items, please either complete the form below and submit it to a GLO airport representative before leaving the airport or promptly submit it online to baggage@flyglo.com.



Customer Property Claim Form

Please accept our sincere apologies for the inconvenience you have been caused by the delay of your checked property. To assist us with your claim, please complete and return this form.

While our efforts to locate your property continue, it is of the utmost importance to promptly complete this claim form and return it to us as soon as possible. The most intensive phase of tracing is based on the information provided on this claim form. For domestic carriage, in the event you fail to return the completed claim form within 45 days, no action shall lie against FLYGLO, LLC. The claim form should be completed in its entirety with a detailed description of each individual item contained within the bag(s), or the items missing from the baggage, including signatures from all persons impacted. If your claim involves more than one bag, please itemize each bag and its contents separately. The accuracy of the information you provide enhances our ability to locate your property through our tracing efforts. Failure to include requested information may affect the processing of your claim.

In addition, please include the following items in addition to this signed form to assist in processing your claim:

- Customer copy of the flight ticket, or ticket receipt
- Original proof of purchase for items valued at \$100 USD or higher
- Baggage claim checks
- Excess value receipt, if excess value was declared at check in
- For interim expense reimbursement, receipts are required for all items purchased
- Clear copy of driver's license or other government issued photo ID for each person asserting a claim

Important: Please retain copies of all documents you send to us, for your records.

Customer Property Claim Form

Please see the reverse side of this form for instructions.



Personal and flight information, please type or print legibly

Type of Claim: Damage Interim Loss Pilferage

File reference number _____ Baggage Claim Check Nos. _____

Name Mr. Mrs. Miss		Last	First	MI	Home Phone Area Code ()		Business Phone Area Code ()		
Home Address				Occupation			Employed By		
City				Business Street Address					
State/Province		E-Mail Address			City/State/Province				
Zip/Postal Code		Country		Zip/Postal Code		Country			
Total Bags Checked	Total Bags Lost		Number of Passengers Travelling		MileagePlus or Frequent Flyer Number/Airline		When and where Was your bag last seen?		
Did you pay checked bag service charges? Amt: \$ _____		Yes No		Did you declare and pay for higher value? Value: \$ _____		Yes No		Where did you check your baggage? Ticket Counter _____ Curbside _____ Other _____	
Was your bag(s) rerouted or rechecked enroute?		Yes No		If yes, were you given a different claim check?		Yes No		City and Airline who handled rerouting Reason for Reroute	
Did you attempt to claim baggage as soon as you arrived?		Yes No		At what Glo office did you report your loss?		Has loss been reported to another airline? Yes No If yes, please give airline and city where reported:			
Have you or members of your household ever filed a claim before this one with any airline(s) for baggage loss, damage, or pilferage?				Yes No		If yes, Airline(s) _____ Date(s) _____			

Complete itinerary

From	To	Airline	Flight #	Date

Certification and Understanding

The United States Post has investigative jurisdiction under federal laws relating to sending false or fraudulent claims through the United States mail. Any such claims received by FLYGLO, LLC are reported to US Postal authorities.

I do hereby promise the foregoing statement and those on all accompanying forms and supporting documents to be accurate, complete, true and I hereby make a claim against FLYGLO, LLC in the amount of \$ _____ for loss occurring on _____, 20_____.

Requires signature of each customer claiming lost property.

Customer Signature	Date	Customer Signature	Date
Customer Signature	Date	Customer Signature	Date

Baggage description and contents listing

List contents separately if more than one bag		Type of Bag	Color of Bag	Manufacturer	Date Purchased	Original Cost
Initials, Marks, Labels, or other Exterior Identification. List name of any person(s) which may be on documents, papers, etc.						
Description of contents: If claim is for more than 1 customer, please indicate ownership of items. Gender: M= Male, F= Female, CH=Child, INF= infant (0-3 yrs.)						
Qty	Article/Item	Size	Gender M, F, CH, INF	Description, Color, Material, Brand Label	Where Purchased	Date Purchased Original Cost
1	Shirt	XL	M	Red button up, cotton, Polo	Dillard	May, 2010 \$65.00
If additional space is needed, please attach separate paper with same data as above						Total value of bag and contents

Include the following items with your claim

- Passenger ticket receipts for each person involved in this loss
- Baggage claim checks
- Excess value receipt, if applicable
- Interim Expense Reimbursement receipts
- Copy of driver's license or other government issued photo ID for each person in the claim

Include original proof of purchase for items valued at \$100 or higher

Mail or fax to:

FLYGLO, LLC, Inc.
 Baggage Resolution Service Center
 1450 Poydras St, #210
 New Orleans, LA 70112
 Phone 504-875 3575
 Fax 504-875-3504

FlyGLO PRIVACY POLICY

At FlyGLO, we respect your right to privacy and we understand that users of the FlyGLO web site need to be in control of their personal information. "Personal information" includes, but is not limited to, name, address, telephone number, e-mail address and credit card information. FlyGLO does not sell, rent, swap or otherwise disclose any of this information. FlyGLO adopted this Privacy Policy to inform users of the FlyGLO.com web site how the site does collect, store and use personal information submitted via the site.

1. Collection of Information: Certain applications on the FlyGLO web site may require users to register or to provide personal information in order to make a commerce transaction, to enter a contest, or to subscribe to a newsletter. Such personal information is not shared or sold to third parties. To better understand the needs of our web site users, we may also request demographic information. Entry of such information is optional and if you choose not to enter such information, you can still successfully use these applications. If we request demographic information, we will not share information about you as an individual with any other entity. If we do share demographic information with third parties, we will give them aggregate information only.

2. Mailing Lists: If you provide your e-mail address, FlyGLO may contact you periodically with special offers, updated information and new services. Any e-mail sent by Fly will provide the option to be removed from the e-mail mailing list.

Selected applications on our web site allow visitors to subscribe to our newsletter by providing their names and addresses to FlyGLO. If you provide FlyGLO with your mailing address or telephone number, FlyGLO, in addition to providing you with the FlyGLO newsletter, may also use this information to alert you to updated information and new services. If you wish to be removed from the mailing list, you may do so by contacting FlyGLO directly. (See the 'Contact Us' section below).

3. Information to third parties: FlyGLO may occasionally present a special contest or promotion on its web site that is sponsored by another company. To qualify for entry, we may ask you to provide personal information. If we plan to share that information with the sponsor(s), we will provide a statement to that effect.

4. Financial information: FlyGLO will protect the personal financial information that you share with us. If you make a purchase on-line, we will use your credit card number only to process your payment and will not use it for marketing purposes. For reasons of security, credit card information is not stored on our web servers. We will retain order information for our records, but this information is never shared with third parties.

5. Links: Our site includes links to other web sites whose privacy policies we don't control. Once you leave our servers (you can check where you are by checking the URL in the location bar on your browser), use of any information you provide is governed by the privacy policy of the operator of the site you are visiting. That policy may differ from ours. If you can't find the privacy policy of any of these sites via a link from the site's homepage, you should contact the site directly for more information. FlyGLO is not responsible for the privacy practices or the content of such Web sites.

6. Cookies: Certain applications in the FlyGLO web site invoke a standard feature found in browser software, called a "cookie." We use cookies only to track the progress of e-commerce transactions and to allow site users to move from one page to the next without having to re-enter personal order information. We do not use cookies to track user sessions, and we do not use or share information transferred through cookies with third parties for marketing or other purposes.

7. Children: We do not solicit personal information from children. Areas of the FlyGLO web site specifically geared toward children will not request any personal or contact information. We do not ask for or provide space to enter contact information.

8. How to Contact FlyGLO or Update Your Personal Information: You can help FlyGLO accurately maintain your personal information by notifying us whenever you change your address, title, phone number, or e-mail address. If at any time you wish to update your information or stop receiving communication from FlyGLO, from our partners, or from selected third parties, contact FlyGLO by e-mail at info@flyglo.com or by postal mail at:

FlyGLO, LLC.
P.O. Box 20249
New Orleans, LA 70141-0249

Please include your old and new contact information so that we can make the appropriate corrections. FlyGLO would like to receive your comments and questions about this policy

Please address comments or questions regarding the FlyGLO's privacy practices to us at one of the addresses listed above. FlyGLO may occasionally update this policy. Notice of revisions will be posted here.

CONTACT FLYGLO/CUSTOMER SERVICE INFORMATION

FlyGLO, LLC.
P.O. Box 20249
New Orleans, LA 70141-0249

By Phone: [\(855\).IFLYGLO](tel:(855).IFLYGLO)
By Email: info@flyglo.com