

## IMPORTANT TRAVEL INFORMATION

**CHECKING IN:** Passengers with bags must be weighed and **checked in for your flight no later than 45 minutes before departure**; Passengers without bags must be checked in no later than 30 minutes before departure. Once you arrive, Burner Express Air, ("BXA") staff will check IDs, weigh all Passengers and all bags, and they'll get you underway as soon as is possible.

**ID REQUIRED:** Each Passenger must present valid government-issued ID (for those from the USA that means your driving license, and for those from abroad, your passport) to be able to board all flights to and from BRC. Passengers will not be allowed to board without ID. Don't lose your ID on the Playa!

**EVENT TICKET REQUIRED:** For all flights heading to Burning Man/Black Rock City, all Passengers must present a valid and verifiable paper event ticket or will-call receipt to be able to board the flight. All Passenger arrivals prior to Saturday, August 24, 2019, are also required to present a valid Work Access Pass. Passengers who are not in possession of a Burning Man ticket or will-call receipt are not permitted to fly to the event. Direct Air carriers are required to record this information and electronically transmit it to Black Rock City LLC prior to the departure of the aircraft. If your ticket is not valid, we are contractually required to fly you away from the event to Reno, and you shall be subject to our Refusal of Entry fees contained Section 5.a. of our Terms of Service.

**GATE USE FEE:** Burning Man charges a \$60 gate use fee per person to enter the Event at Point 5, which is not included in this booking, payable by VISA, Mastercard (preferred). Cash is also an option.

**BAGGAGE ALLOWANCE:** Baggage space is limited! These are small planes, not 747s. Each Burner Express Passenger is allowed ONE carry-on bag up to 25 pounds (11.3 kg) at no additional charge. Baggage cannot exceed the size of a commercial airline carry-on (22 inches (56 cm) in length, 14 inches (36 cm) in width, and 9 inches (23 cm) in height; soft sided and/or duffel bags preferred. Bags that exceed these guidelines may be refused transport.

For flights departing to or from all airports except Reno/Tahoe International Airport, subject to operational considerations including weight restrictions, ONE additional carry-on-size bag not exceeding 30 pounds (13.6 kg) may be able to be arranged in advance at extra cost. Contact [support@dustycharter.com](mailto:support@dustycharter.com) for assistance.

For flights departing from or to Reno/Tahoe International Airport ONLY, up to FOUR additional bags may be arranged online or by phone in advance at extra cost, provided that subject to operational considerations including weight restrictions. Additional baggage/cargo may be arranged in advance at extra cost. Contact [support@dustycharter.com](mailto:support@dustycharter.com) for assistance. [Hazardous materials](https://www.faa.gov/hazmat/packsafe/#tabs) cannot be transported (see <https://www.faa.gov/hazmat/packsafe/#tabs>).

**BLACK ROCK CITY AIRPORT 88NV:** The Black Rock City Airport is a temporary airport, constructed by volunteers on the playa just like your camp. It comes into being just for the event and it's gone without a trace just after the event closes. The airport is located at the very end of the 5:00 street. Burning Man / Black Rock City LLC made videos to tell you a bit more about the private Black Rock City Municipal Airport: <https://youtu.be/Zz7jFQjPUF8>.

**BURNER EXPRESS AIR:** While most of you are familiar with commercial air transportation, BXA is different. BXA is not an air charter operator. BXA is the Burning Man program that enables an air transportation option to get to the playa. Just like the Black Rock City Airport, BXA is powered by volunteers. It comes into existence for just the week of the event, and then is gone. On your way to the Playa, we know you're excited (we are too!), and on the way back we know you're probably as exhausted as we are! Please remember that the people helping you travel are burners just like you, and they will be going back to their regular lives (that are definitely not at a temporary airport in the desert) after they put you on your flight.

**DUSTY CHARTER INC.:** DCI is not an air charter operator; it is an air charter broker. It simply arranges air charter for burners, and only for burners. DCI contracted with Burning Man Project LLC as the exclusive Indirect Air Carrier and arranger of commercial charter flight services for 2019. All flights are operated by various properly licensed Direct Air Carriers to and from the private Burning Man / Black Rock City Airport

**PREPARE LIKE A VETERAN BURNER:** <http://burningman.org/event/preparation/videos/>

## **SELECTED AIR TERMINALS SERVING BLACK ROCK CITY**

### **Reno Airport**

Burner Express Air is located next to **Atlantic Aviation** on the east side of Reno/Tahoe International Airport. Please look for the Burner Express Air signs to check in. Atlantic Aviation is not at the main commercial airline terminal. All charter aviation is located on the opposite side of the airport at 655 South Rock Boulevard. We recommend using a taxi or rideshare service to travel from the commercial airline terminal to Atlantic Aviation.

Atlantic Aviation no longer allows Burning Man Passengers into its facility, in part due to the dust tracked in over the years. All Burning Man flights will arrive and depart from the very large tent located adjacent and immediately to the South of their building.

### **Oakland, CA (East Bay)**

In the East Bay of the San Francisco Bay area, flights arranged by Burner Express Air operate from the **Signature Oakland FBO**, located at 8433 Old Earhart Road. This is NOT the commercial airline terminal. Please look for the Burner Express Air signs to check in. More details about how to find Burner Express Air in Oakland are available on the DCI flight-booking website.

### **Mountain View, CA (San Francisco Bay Area)**

On the San Francisco Peninsula, flights arranged for Burner Express Air operate from the **FBO Terminal**, in Building 158 at Moffett Field. This airport is located on the southern end of the San Francisco Bay in Santa Clara County, Moffett Field is just 9 miles north of San Jose and 35 miles south of San Francisco. Please look for the Burner Express desk to check-in. Moffett Federal Airfield, 158 Cody Rd, Moffett Field CA 94035

### **Burbank, CA (Southern California)**

Just north of Los Angeles in Southern California, flights arranged by Burner Express Air operate from Burbank Airport at the **Atlantic Aviation Charter terminal**, located at 10750 Sherman Way. This is not the main commercial airline terminal. Please look for the Burner Express Air signs to check in.

### **Henderson, NV (Las Vegas)**

Not far from Las Vegas, flights arranged for Burner Express Air operate from the **Maverick Airlines Terminal**. This facility is located at Henderson Nevada Executive Airport. Please look for staff in the BXA shirts who will help you check-in. Maverick Airlines, 1620 Jet Stream Drive, Henderson, NV 89052

## **Terms of Service (“Agreement”)**

This is a binding contract between you, an individual or entity requesting the chartered air service on behalf of itself and Passengers (“you” or “Charterer”) and Dusty Charter Inc. and its successors and assigns (“we” or “DCI”) governing your use of any websites owned and/or controlled by or on behalf of DCI (the “Website”), and the transportation services arranged by DCI (collectively, the “Service”). BY ACCESSING OR USING THE SERVICE YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE. YOU ACKNOWLEDGE THAT DCI IS NOT A DIRECT AIR CARRIER AND THAT ALL FLIGHTS ARE OPERATED BY PROPERLY LICENSED DIRECT AIR CARRIERS. FLIGHTS ARE SOLD AS AN INDIRECT AIR CARRIER UTILIZING PROPERLY LICENSED DIRECT AIR CARRIERS. FOR FLIGHTS THAT ARE CHARTERS OF THE ENTIRE AIRCRAFT CAPACITY, THE CUSTOMER AGREES THAT DCI ACTS AS HIS OR HER AGENT IN ARRANGING THE FLIGHT. **IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE.**

### **Definitions**

Direct Air Carrier - 14 C.F.R. Part 135 on-demand air charter operator under contract with DCI and approved by Black Rock City LLC to provide air transportation to and from the private Burning Man / Black Rock City Airport

Baggage - Articles, effects and other personal property, whether checked in the cargo compartment or carried in the Passenger compartment

Black Rock City Airport - The private airport with FAA designator 88NV located at the Event

Booking - The confirmation issued by DCI to Charterer that provides for the charter air transportation of Passengers on Flight(s) to and/or from the Black Rock City Airport

DCI - The Company known as Dusty Charter Inc. (DCI) that has contracted with Burning Man Project LLC as the exclusive Indirect Air Carrier and arranger of commercial charter flight services provided by various properly licensed Direct Air Carriers to and from the private Burning Man / Black Rock City Airport

Burner Express Air - A trademark licensed by Black Rock City LLC to DCI for the sole purpose of describing charter flights arranged by DCI to and from 88NV

Burner Express Air Per Seat - Self-aggregated on-demand single entity charter Flights (14 C.F.R. § 295.5(h)) shared by one or more Charterers and operated by Direct Air Carriers between various airports and Black Rock City

Passenger - One or more individuals named by Charterer who will be carried or is carried in an Aircraft with the consent of DCI and Direct Air Carrier and is hereby bound by this Agreement

### **1. General.**

*a. Service.* The Service allows you to reserve seats (each, a “Seat”) in helicopter and fixed wing aircraft (each, a “Flight”) as well as reserve the entire aircraft (a “Charter”) for transportation to or from the Burning Man Event (“Event”) located in the Black Rock Desert, Nevada organized by Black Rock City LLC (“BRC”).

*b. Consideration.* You may access the Service for free, but in order to reserve a Seat or Charter, you will have to pay a fare, as published on the Website, or as otherwise agreed upon between you and DCI. You agree to these Terms of Service in consideration of your use of the Service and other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge.

In consideration of receiving air transportation services to and/or from the 2018 Burning Man event (the “Event”), charterer personally and on behalf of any Passengers for whom it is booking air transportation services to and/or from the Event agree to comply with any and all rules, regulations, terms and conditions, including but not limited to the following:

Booking of Flights by Charterer electronically or by telephone constitutes acceptance of all the terms and conditions listed herein and constitutes a legal and binding contract between the Charterer, Passengers, DCI, and Direct Air Carrier.

Charterer confirms that it possesses the legal authority to enter into these Terms and Conditions and

understand that they may be changed by DCI prior to the event, and that the revised Terms and Conditions will apply to Charterer and Passengers.

*c. Changes to the Terms of Service.* The Service is owned and operated by DCI. DCI reserves the right to revise the Terms of Service in its sole discretion at any time and without prior notice to you other than by posting the revised Terms of Service on the Service. Revisions to this Terms of Service are effective upon posting. The Terms of Service will be identified as of the most recent date of revision. Your continued use of the Service after a revised version of the Terms of Service has been posted by DCI to the Service constitutes your binding acceptance of such revised Terms of Service. Notwithstanding the preceding sentences of this Section 1.c, no revisions to the Terms of Service will apply to any dispute between you and DCI that arose prior to the effective date of such revision. The most current version of the Terms and Conditions may be found at <https://www.dustycharter.com/terms-and-conditions>

*d. BRC Terms and Conditions.* All Flights operating to and from the private Black Rock City Airport are allowed to operate at the sole discretion of Black Rock City LLC. Charterer acknowledges that all of the Ticket Terms and Conditions applicable to your Event ticket, found at <https://tickets.burningman.org/terms-and-conditions>, are incorporated into these Burner Express Air Terms and Conditions here fully by reference.

*e. Eligibility.* If you are using or opening an account on the Service on behalf of a company, entity, or organization (each, a "Subscribing Entity"), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to the Terms of Service and (ii) agree to be bound by the Terms of Service on behalf of such Subscribing Entity.

*f. Children.* The Service is not intended for children under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. By using the Service, you affirm that you are at least 18 years of age. DCI does not seek to gather information from or about children under the age of 13 through the Service.

## **2. Registration and Eligibility.**

*a. Login Credentials.* In order to use the Service, you will have to register for an account on the Service (an "Account"). When registering, you must provide your e-mail address and a password. This information will be held and used in accordance with the Privacy Policy. You are responsible for maintaining the confidentiality of your log-in credentials in order to use the Service, and are fully responsible for all activities that occur through the use of your credentials. You agree to notify DCI immediately of any unauthorized use of your log-in credentials or any other breach of security with respect to your account. DCI will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying DCI of such unauthorized use or loss of your credentials.

*b. Accuracy of Information.* You agree to provide true, accurate, current, and complete information about yourself as requested in any registration forms required by DCI. You also agree to update the information about yourself promptly, and as necessary, to keep it current and accurate. If messages sent to an email address provided by you are returned as undeliverable, DCI reserves the right to terminate your Account immediately with or without notice to you and without any liability to you or any third party.

## **3. Making a Reservation.**

*a. Find Flights.* The Website will display Seats available for sale on a number of Flights.

*b. Reserving a Flight.* To reserve a Flight, you will need to provide your credit card information and a cell phone number and go through the steps necessary on the Website to complete your purchase. YOUR FLIGHT IS NOT CONFIRMED UNTIL YOU RECEIVE A CONFIRMATION E-MAIL FROM DCI.

*c. Fares.* The fare for each Seat or Charter will be displayed on the Service. Fares are due and payable upon purchasing a Seat or Charter. All fares quoted herein are accurate on the date quoted, are subject to change without notice, and are valid for two business days from the date listed on the quote. Final amounts may vary from this quotation. For electronic bookings, full payment is due by credit card at the time of booking unless otherwise arranged in advance with DCI; for all other bookings, full payment is due within two business days of quote issuance. Flights are confirmed only when full payment has been received by DCI. Burner Express Air Per seat charges and fees shown are based on a minimum of three Passengers per Flight.

*d. Payments.* The Service currently uses third parties to process payments. Our third-party payment processors accept payments through various credit cards, as detailed on the applicable payment screen. All monetary transactions on the Service take place in U.S. Dollars.

*e. Authorization to Charge.* By making online bookings and/or submitting credit card information for payment, Charterer authorizes DCI to process the full amount of the above-referenced charter to the credit card provided. Charterer understands and agrees to abide by all terms and conditions listed here and as set forth by the credit card company.

*f. Fuel Surcharge.* Charterer acknowledges and agrees that the Charter Price is subject to adjustment for fuel cost if the cost of Jet-A rises above \$6.00 per gallon.

#### **4. Required identification and ticket documentation.**

*a. Government-issued ID.* Each Passenger is required to produce Booking documentation and valid government-issued photo identification prior to Flight.

*b. Event Entry Credential.* For all Flights departing to Black Rock City, Burning Man tickets, valid and verifiable entry credentials or will-call confirmation numbers are required to be presented on check-in. Passengers without valid Event tickets, entry credentials or will-call confirmation numbers will not be permitted to board the aircraft.

*c. Work Access Pass.* For all Flights departing to Black Rock City prior to Saturday, August 24, 2019, bar-coded Work Access Passes must be presented before being permitted to board the aircraft. Event tickets or entry credentials, official identification, and where applicable, Event Work Access Passes are the responsibility of each Passenger.

*d. Invalid entry credentials.* Passengers arriving at the Event without valid tickets, entry credentials or will-call confirmation numbers, and, if applicable, valid Work Access Passes are required to be transported away from Black Rock City Airport and the Event location by Direct Air Carrier, and be subject to the terms of Section 5.a., herein.

*e. Last allowed arrival.* Each Burner Express Air Passenger arriving at Black Rock City for the first time must arrive before noon on Saturday, August 31, 2019.

*f. Returning to BRC.* Passengers booking travel to Black Rock City arriving after noon on Saturday, September 2, 2018 must have already arrived at the Event prior to that time and must have obtained the necessary Event re-entry credentials.

#### **5. Refusal of entry.**

*a. Consequences of refused entry.* In the event that any Passenger of the Charterer is refused entry at 88NV, the Charterer shall indemnify and keep indemnified the DCI and Direct Air Carrier, their officers, employees, servants and agents against any and all cost or expense whatsoever incurred by the DCI and/or Direct Air Carrier in respect of that refusal (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the DCI and Direct Air Carrier by BRC) and, in addition, all cost or expense incurred by the DCI and Direct Air Carrier for any arrangements made by the DCI and Direct Air Carrier at their sole discretion to return such Passengers to Reno airport.

#### **6. BRC 88NV Gate Fees.**

BRC charges \$60.00 per person for all Passengers arriving at 88NV. These fees are the sole responsibility of each Passenger and are collected by BRC Event staff on arrival at 88NV.

#### **7. Passenger weight restrictions.**

*a.* All Passengers will be weighed prior to any Flight.

*b.* Passengers weighing more than 250 lbs. Passengers who weigh more than 250 pounds require special accommodation. DCI will do its best to safely accommodate such Passengers. If you are booking a Passenger weighing more than 250 pounds, please contact DCI at [support@dustycharter.com](mailto:support@dustycharter.com) in advance to make necessary

*arrangements. Extra charges may apply.*

*c. Passenger Seating.* DCI may assign specific seats to Passengers on Flights based on the weight and size of the Passenger and the aircraft.

#### **8. Baggage restrictions.**

*a. Baggage Policy.* One small carry-on per Passenger is allowed, approximately the same size as a carry-on bag on a commercial airline flight. Bags can weigh up to 25 pounds (11.3 kg). Baggage cannot exceed 22 inches (56 cm) in length, 14 inches (36 cm) in width, and 9 inches (23 cm) in height; soft sided and/or duffel bags preferred.

*b. Baggage weight.* Your luggage will be inspected for size and weight when you arrive to the DCI point of departure. DCI reserves the right to disallow a bag or bags that exceed the maximum allowable weight or are deemed too heavy or large by the pilots operating the aircraft.

*c. Pilot determines suitability.* Direct Air Carrier will not accept baggage whose size, weight, or character makes it unsuitable for transportation on the aircraft as determined by Direct Air Carrier and/or the pilot in command of the aircraft. If the combined weight of all Passengers and their baggage exceeds the aircraft weight limit, the aircraft cannot depart. Direct Air Carrier and DCI reserve the right, without refund, to remove a Passenger or their Baggage from any Flight due to non-compliance with the baggage and weight restrictions.

*f. Self-service Baggage Handling.* Passengers are responsible for ensuring that their baggage is loaded onto the aircraft at the point of origin and unloaded off of the aircraft at the destination. DCI disclaims any and all liability for lost baggage.

*g. Excess Baggage from OAK, SQL, BUR.* For flights departing from to or from all airports except Reno/Tahoe International Airport, subject to load limitations, ONE additional carry-on-size bag not exceeding 30 pounds (13.6 kg) may be arranged online at extra cost.

*h. Excess baggage from Reno.* For flights departing from or to Reno/Tahoe International Airport ONLY, up to FOUR additional bags may be arranged online or by phone in advance at extra cost, provided that subject to operational considerations, additional bags beyond the first two bags may be transported on a separate aircraft at a different time.

*i. To arrange additional baggage.* Additional baggage/cargo may be arranged in advance please email [support@dustycharter.com](mailto:support@dustycharter.com).

*j. Inspection.* All baggage is subject to inspection.

*k. Right to Refuse Articles.* We will have the right to refuse to accept the following articles for transportation unless advance written arrangements have been made: (i) any articles which cause annoyance to passengers or which cannot be carried in the baggage or cargo compartments of the aircraft; (ii) liquids, unless appropriately packaged in an original factory-sealed carton, cardboard mailing tube, or container or case designed for shipping such items or packed with protective internal material; (iii) any article listed in the Official Air Transport Restricted Articles Tariff and revisions thereto or reissues thereof, issued by the Airline Tariff Publishing Company, unless in conformity with the above named tariff; (iv) perishable or fragile items (including electronic, musical, ornamental, artistic, photographic, recreational, sporting and mechanical items); (v) items made of or bottled in glass, items of paper; and (vi) any other articles not suitable, or not suitably packed, for transportation in the aircraft. We will not accept; (i) any animals; (ii) any firearms or ammunition; and (iii) hazardous materials, on any Charter Flight(s).

*l. Prohibited Articles.* Passengers may not transport, in their baggage or otherwise, any items that are inherently dangerous, including lithium-ion battery devices, weapons and "hazardous materials" as that term is defined by the U. S. [Transportation Security Administration](#). No guns, firearms, ammunition, explosives, gasoline, other fuels, or fireworks may be transported by air to or from Black Rock City.

*m. Pets or other animals.* Pets are never permitted. Live animals are not permitted to be transported to Black Rock City.

## **9. Itinerary Changes.**

a. *Limited Itinerary Changes.* Itinerary changes are permitted but are subject to aircraft and crew availability and are subject to price adjustment. Seat change fees are \$150 per person until August 9, 2019, after that date, changes are not permitted.

b. Charter change fees are \$500 per Flight segment plus any applicable difference in Aircraft and Direct Air Carrier selected. Notification of cancellations must be in writing and emailed to [support@dustycharter.com](mailto:support@dustycharter.com) no later than seven days prior to confirmed departure.

## **10. Cancellation Policy.**

EXCEPT AS REQUIRED BY 14 C.F.R. § 295.26, ALL BURNER EXPRESS AIR FLIGHT BOOKINGS TO AND/OR FROM BLACK ROCK CITY ARE COMPLETELY NON-TRANSFERABLE AND NON-REFUNDABLE ONCE BOOKED AND PAID. FLIGHT BOOKINGS ARE NON-REFUNDABLE IF THE EVENT IS TERMINATED EARLY OR CANCELED, OR ENTRY CONDITIONS ARE MODIFIED, DUE TO HARSH WEATHER, ACTS OF NATURE, GOVERNMENTAL REGULATION, AND FAILURE TO OBTAIN REQUIRED GOVERNMENTAL PERMITS, OR CONDITIONS BEYOND DCI'S CONTROL.

## **11. Passenger Name Changes.**

NO PASSENGER NAME CHANGES OR PASSENGER SUBSTITUTIONS ARE ALLOWED.

## **12. Check-in Time Limits for All Flights.**

a. *Arrive prior to scheduled departure.* DCI and Direct Air Carrier reserve the right at their sole discretion to without refund cancel reservations without notice, deny boarding and/or refuse the acceptance of Baggage of any Passenger who fails to present himself/herself within the following check-in time limits below: Passengers and/or Baggage: (i) Passengers who have Baggage must present themselves to Burner Express Air or Direct Air Carrier staff and be checked in 45 minutes prior to departure, or (ii) Passengers who do not have Baggage must present themselves to Burner Express Air or Direct Air Carrier Staff and be checked in 30 minutes prior to departure.

b. *Early departure.* Direct Air Carrier reserves the right in its sole discretion to depart early when all Passengers who have met the check-in time limits as outlined above are on board the aircraft. It is the responsibility of each Passenger to arrive at the departure airport check-in location with adequate time to allow for check-in requirements. Flights may depart up to 5 minutes ahead of their scheduled departure time due to circumstances including, but not limited to, weather, temporary flight restrictions, airport congestion, airport curfews and pilot duty times.

c. *Late Passengers.* FLIGHTS WILL NOT BE HELD FOR LATE PASSENGERS. Aircraft will not wait for late Passengers, and Passengers who miss their Flights will forfeit the purchase price.

## **13. Late for Charters**

a. *Passengers who are late for Charters.* In the event that you are late for your Charter, there will be a charge of \$750 per each 15-minute interval starting from your scheduled departure time. Additional Fees may also apply for late operations, extraordinary FBO fees, catering requests, ground transportation requests and excess baggage. Passengers who are late for their Charter flights will forfeit the purchase price if they are more than 30 minutes late and the Direct Air Carrier can no longer service the Flight due to the Aircraft availability and schedule.

b. *Direct Air Carrier Obligations.* If one or more Passengers to be carried hereunder for the Charterer fails to report for check-in within 30 minutes prior to departure, Direct Air Carrier may depart as scheduled or early and shall in no way be responsible or liable to Charterer or to such individual for transportation hereunder or related expenses nor shall Direct Air Carrier have any obligation to refund any portion of the Charter Price to Charterer. The Charterer shall be solely responsible for ensuring that Passengers and their Baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any Passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight the DCI and Direct Air Carrier shall be under no liability whatsoever to the Charterer or to such Passenger. Neither DCI nor Direct Air Carrier shall be under any obligation to make any alternative arrangements for any such Passenger.

#### **14. Aircraft Substitutions.**

a. *Aircraft Can Be Reassigned.* Aircraft types may be assigned or substituted with minimal notice with any aircraft authorized for operation to or from Black Rock City.

b. *Aircraft Type May Change.* In order to minimize the Passenger impact of cancellations and delays due to weather, unforeseen mechanical events, temporary flight restrictions and airport congestion, DCI may reassign you to a different aircraft than the type on which you originally purchased your ticket. Such reassignments may include moving between helicopters, piston, and turboprop aircraft. DCI will endeavor to provide notice of such changes within a reasonable time after such information becomes available to DCI.

#### **15. Flight Operations Variances.**

a. *Notice of Delay.* From time to time, your Flight may be delayed due to weather, unforeseen mechanical issues, temporary flight restrictions, and airport congestion. If your flight is cancelled or delayed in advance, you will be notified via email. However, weather conditions change rapidly and there may be circumstances where flights are canceled or delayed for weather or mechanical reasons up until the departure time.

b. *Accommodate You on Later Flight.* If DCI has to move your flight to a time earlier than your scheduled departure time due to weather, unforeseen mechanical issues or Temporary Flight Restrictions and you are unable to make the newly scheduled flight, DCI will accommodate you at no charge on a later flight.

c. *Connections Not Guaranteed.* DCI and Direct Air Carrier will endeavor to carry Charterer and any Passengers included in Charterer's booking with reasonable dispatch, but any departure or arrival times and dates indicated are not guaranteed and form no part of this contract. DCI may substitute alternate Direct Air Carriers and/or aircraft. DCI will endeavor to provide notice of such changes within a reasonable time after such information becomes available to DCI. Indicated departure and arrival times and dates are subject to change. DCI AND DIRECT AIR CARRIER ARE NOT RESPONSIBLE FOR OR LIABLE FOR PASSENGER FAILURE TO MAKE CONNECTIONS TO OR FROM ANY OTHER TRANSPORTATION, INCLUDING AIRLINE FLIGHTS, OR TO OPERATE ANY FLIGHT ACCORDING TO INDICATED DEPARTURE OR ARRIVAL TIMES, OR FOR A CHANGE TO THE OPERATING TIMES OF ANY FLIGHT. UNDER NO CIRCUMSTANCES SHALL DCI OR DIRECT AIR CARRIER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE FOREGOING.

#### **16. Flight Cancellations.**

a. *Arrangements for On-time Passengers.* In the event of Flight cancellations due to weather, closure for whatever reason of the Black Rock City Airport, or other conditions beyond Direct Air Carrier's reasonable control, DCI may at its sole discretion endeavor to arrange alternate Flights or other transportation at the soonest safe and feasible opportunity for Passengers who have presented themselves for check-in at least 30 minutes prior to departure.

b. *Alternatives to Flight.* In the event of the closure for whatever reason of Black Rock City Airport, DCI may at its sole discretion endeavor to arrange alternate Flights to and from Reno and, subject to arrangement by Black Rock City LLC, offer bus transportation to and from Black Rock City, provided that the roadways between Reno and Black Rock City are open and such passage may be made safely. Charterer and Passengers acknowledge that in such event, substantial delays to travel will be incurred, which may result in the inability of Passengers to attend some or all of the event.

c. NOTWITHSTANDING THE FOREGOING, EVEN IN THE EVENT OF INABILITY TO ARRANGE ALTERNATE FLIGHTS OR OTHER TRANSPORTATION TO AND/OR FROM BLACK ROCK CITY, NO CREDITS OR REFUNDS WILL BE ISSUED FOR ANY REASON.

#### **17 Cancellation/Travel Insurance.**

a. Cancellation Insurance is available through third parties.

#### **18. May Refuse To Transport.**

a. *May Refuse to Transport.* DCI and/or Direct Air Carrier each may, in its sole discretion, refuse to transport or may remove from an aircraft at any point, any Passenger in any of the following circumstances: (i) whenever such action



is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense; (ii) whenever such action is necessary or advisable by reason of weather or other conditions beyond the Carrier's control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported; (iii) whenever any Passenger makes a misrepresentation which becomes evident upon arrival at the airport, and the misrepresentation renders the Passenger unacceptable for carriage; (iv) whenever any Passenger refuses to permit the search of his person or property by DCI or Direct Air Carrier or an authorized government agency for explosives, hazardous materials, or concealed, deadly, or dangerous weapons or articles; (v) whenever any Passenger refuses on request to produce valid government identification acceptable to DCI or Direct Air Carrier; or (vi) whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or flight crew, including, but not limited to persons whose conduct is disorderly, offensive, abusive, illegal or violent; who fail to abide by federal laws prohibiting smoking onboard the aircraft; who fail to comply with or interfere with the duties of the flight crew; who appear to be intoxicated or under the influence of drugs; who are pregnant in their ninth month, unless such Passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight, and that the estimated date of delivery is after the date of the last flight; who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; or who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight, as well as Passengers who have symptoms of or who have a communicable disease or infection known or reasonably believed by the Carrier to pose a direct threat to the health or safety of others.

b. *No Refund.* The tickets of any Passenger refused passage or removed enroute under the provisions of this Section 19 will not be refunded. UNDER NO CIRCUMSTANCES WILL DCI OR CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE, NOR SHALL THE PASSENGER REFUSED TRANSPORTATION BE ENTITLED TO ANY REFUND.

#### **19. No Liability Insurance.**

DCI does not operate aircraft, and therefore does not have liability insurance to cover the flights operated by the Direct Air Carriers.

#### **20. Direct Air Carrier Authority.**

a. *Multiple Roles.* Dusty Charter Inc. is an indirect air carrier as well as an air charter broker and contractor of direct air carriers authorized by Burning Man to arrange charter flights to and from Burning Man's private Black Rock City Airport.

b. *Indirect Air Carrier.* Dusty Charter Inc. utilizes Maverick Aviation Group, Ravn Alaska, Redtail Air, Inc., Westwind Air Service, Optimal Aviation Services LLC, Maverick Helicopter, Inc., Southern Airways Express LLC, Ryan Air, Inc., Grand Canyon Airlines, Inc., Reno Flying Service, and other FAA/DOT licensed Part 135 on demand Direct Air Carriers solely for flights to and from Black Rock City Airport.

c. *Agent for Charterer.* In addition, for flights to any destinations that are charters of the entire aircraft capacity, Dusty Charter Inc. acts as the agent of the Charterer (customer). Charterer and Passengers shall hold harmless and shall indemnify DCI against any and all losses arising from the use of such Direct Air Carriers.

#### **21. Direct Air Carrier As Independent Contractor With Operational Control.**

a. *Direct Air Carrier As Independent Contractor.* Direct Air Carrier shall perform Flights as an independent contractor. Direct Air Carrier shall have complete and sole control of the operating personnel providing the Services. The operating personnel are the employees or agents of Direct Air Carrier and are authorized to take orders only from Direct Air Carrier.

b. *Captain's Authority.* The Captain of the Aircraft shall have complete authority and discretion concerning preparation of the Aircraft for Flight, the Flight of the Aircraft, the load carried and its distribution, whether or not a Flight shall be undertaken, the route to be flown, whether and where landings shall be made and all other matters relating to the operation of the Aircraft.

*c. Captain's Decisions Final. The Charterer and its Passengers shall accept all such decisions as final. All persons and baggage aboard the Aircraft shall be subject to the authority of the Captain and instructions of crewmembers, shall comply with all applicable rules and regulations, including those established by Direct Air Carrier, and may be refused carriage or removed from the Aircraft by Direct Air Carrier, without compensation or liability, for failure to follow such authority, to comply with such rules and regulations, or as reasonably necessary for the safety and comfort of the other Passengers or if such Passenger is creating a hazard to the Passenger, to the Flight, to other persons, or to property. Passengers and property will be carried within the space and weight limitations of the Aircraft.*

## **22. Additional Conditions of Carriage.**

a. Flights hereunder are subject to and governed in all respects by the Agreement, terms and conditions contained herein, and published by DCI on its website, and such conditions of carriage shall be deemed to be incorporated by reference herein. Charterer shall ensure that notices of or required by such conditions of carriage, restrictions, or limitations are provided to each Passenger at the time the Passenger is given a booking record locator or other documentary equivalent or otherwise at or prior to the time of check-in. Should Charterer fail to provide Passengers with such notice, it shall indemnify Direct Air Carrier against all resulting losses suffered by Direct Air Carrier. Direct Air Carrier may in its sole discretion waive any condition of carriage which it deems is not applicable to the charter Flight.

b. Charterer will comply with, and shall use its good faith, reasonable best efforts to ensure the compliance by Passengers with all Treaties, Customs, Police, Public Health and other regulations including the immigration and customs laws, of each country or state from, thru, or to which a charter Flight is operated pursuant to this contract and, subject to applicable laws shall indemnify Direct Air Carrier against, and shall pay any loss, damage or expense suffered or incurred by Direct Air Carrier by reason of such Passengers' failure to comply. Direct Air Carrier shall not be liable for any aid or information given by any agent or employee of Direct Air Carrier to Charterer or any Passenger in connection with obtaining necessary documents or complying with laws, regulations, orders, demands or travel requirements of any country or state, whether given in writing or otherwise or for the consequences to Charterer or any Passenger resulting from failure to obtain such documents or to comply with such laws, etc. DCI and Direct Air Carrier reserve the right to refuse carriage to Charterer or any Passenger whose documents are not complete or who has not complied with the applicable laws, regulations, orders, demands or travel requirements, and DCI and Direct Air Carrier shall not be liable for loss or expense due to Charterer's or any Passenger's failure to comply with applicable treaties, laws and regulations. DCI will use commercially reasonable efforts to advise Charterer of all applicable laws and regulations but assumes no duty to ensure individual Passengers' compliance with such laws or regulations.

## **23. Service Security.**

a. You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you, as well as the termination of your privilege to use the Service, at DCI's sole discretion. DCI reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations, including, but not limited to, the disclosure of any or all of your activities on or related to the Service.

## **24. Third Party Materials.**

a. You understand that by using the Service, you may encounter data, information, applications, or materials from third parties, including other users of the Service ("Third Party Materials") and other content, including content from DCI (collectively (including Third Party Materials), "Content"), that may be deemed offensive, indecent, or objectionable, which Content may or may not be identified as having explicit language or other material. Nevertheless, you agree to use the Service, and rely upon any Content accessible through the Service, at your sole risk and that DCI will not have any liability to you for Content that may be found to be offensive, indecent, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality or otherwise objectionable.

b. You agree and understand that the Service contains proprietary content, information, and material that is protected by applicable intellectual property and other laws, including, but not limited to, copyright, and that you will not use such

proprietary content, information, or materials except for permitted use of the Service. No portion of the Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you will not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Service in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that DCI is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, illegal, or other harmful messages or transmissions that you may receive as a result of using the Service.

c. In addition, third party services and Third Party Materials that may be accessed from, displayed on, or linked to from your device are not available in all languages or in all countries. DCI makes no representation that such services and materials are appropriate or available for use in any particular location. To the extent you choose to access such services or materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to, applicable local laws. DCI and its licensors reserve the right to change, suspend, remove, or disable access to such services at any time without notice. In no event will DCI be liable for the removal of or disabling of access to any such services. DCI may also impose limits on the use of or access to certain services at any time, in any case and without notice or liability.

## **25. Your Use of the Service and the Content.**

Your rights to use the Service are expressly conditioned on the following:

a. You may access the Service for your personal and informational purposes only, and solely as intended through the provided functionality of the Service and as permitted under this Agreement.

b. Unless expressly permitted, you may not alter, modify, create derivative works of, sell, resell, license, or in any way exploit any part of the Service.

c. Unless expressly permitted, you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream, or broadcast any part of the Service without DCI's prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without DCI's express written consent:

i. altering, defacing, mutilating, or otherwise bypassing any approved software through which the Service is made available; and

ii. using any trademarks, service marks, design marks, logos, photographs, or other content belonging to DCI or obtained from the Service.

d. You agree not to bypass, circumvent, damage, or otherwise interfere with any security or other features of the Service (including Content and collectively, "Service Materials") designed to control the manner in which the Service is used, harvest or mine Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage.

e. You agree not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of any aspect of the Service or Content or any part thereof, or attempt to do any of the foregoing, except and solely to the extent permitted by this Agreement, the authorized features of the Service or Content, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by DCI.

f. You agree not to use, display, mirror, frame, or utilize framing techniques to enclose the Service or the Content, or any portion thereof, through any other application or website, unless and solely to the extent DCI makes available the means for embedding any part of the Service or the Content.

g. You agree not to access, tamper with, or use non-public areas of the Service, DCI's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of DCI's providers.

h. You agree not to harass, abuse, harm, or advocate or incite harassment, abuse, or harm of another person or group, including DCI employees.

- i. You agree not to provide any false personal information to DCI.
- j. You agree not to create a false identity or impersonate another person or entity in any way.
- k. You agree not to create a new account with DCI, without DCI's express written consent, if DCI has previously disabled an account of yours.
- l. You agree not to solicit, or attempt to solicit, personal information from other users of the Service.
- m. You agree not to restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users of the Service.
- n. You agree not to use the Service, without DCI's express written consent, for any commercial purpose, including communicating or facilitating any commercial advertisement or solicitation.
- o. You agree not to gain unauthorized access to the Service, to other users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service.
- p. You agree not to post, transmit or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.
- q. You agree not to interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies or procedures of such networks or servers.
- r. You agree not to violate any applicable federal, state, or local laws or regulations or the Terms.
- s. You agree not to assist or permit any persons in engaging in any of the activities described above.

## **26. Consent to Use of Data:**

*a. Personal Data.* Charterer and any Passengers included in Charterer's booking authorize DCI, its affiliates and authorized agents, to (a) collect, process, retain, and use, and (b) transfer to third parties, including, but not limited to, subcontractors, agents, Black Rock City LLC, and government agencies, for their use, processing, and retention, any and all personal data you provide when DCI believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary, advisable, or legally mandated for the following purposes: making a booking; paying for a booking; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; systems testing, maintenance and development; customer relations; future bookings; communications, including from DCI and Black Rock City LLC; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining security clearance; complying with applicable laws, regulations, government requests, law enforcement requests, and/or valid court orders; protecting the legal rights of DCI and/or its affiliates.

*b. Technical Data.* You agree that DCI may collect and use technical data and related information about your device, system, and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Service, and to anonymously track and report your activity inside of the Service, including for analytics purposes. Please see the Privacy Policy for more details regarding the information DCI collects and how it uses and discloses that information.

*c. Privacy Policy.* If Charterer or Passengers wish to view DCI's Privacy Policy, it may be viewed at <http://www.dustycharter.com/privacy>. This policy is a statement of administrative protocol and is not made nor intended to be made a part of these Terms and Conditions, nor does it create any contractual or legal rights.

## **27. Ownership.**

*a. DCI Owns The Service.* The Service, and the media and materials contained therein, including all intellectual property rights therein, is the sole and exclusive property of DCI and its licensors. Except for the limited license expressly granted by and to you under this Agreement, no other rights, licenses, or immunities are granted or will

be deemed to be granted under this Agreement, either expressly, or by implication, estoppel or otherwise. All rights not expressly granted by a party hereunder are expressly reserved.

### **28. Feedback.**

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending DCI or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "Feedback"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to DCI, you agree that:

- a. DCI has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- b. Feedback is provided on a non-confidential basis, and DCI is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- c. You irrevocably grant DCI perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

### **29. Termination.**

The Terms is effective until terminated by you or DCI. Your rights under this Agreement will terminate automatically without notice from DCI if you fail to comply with any term(s) of this Agreement (including by violating any license restriction provided herein). You may terminate this Agreement by cancelling the Service or Reservation. Upon any termination of this Agreement, you must immediately cease all use of the Service.

### **30. Exclusion of Liability/Indemnity.**

#### **LIMITATION OF LIABILITY.**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL DCI OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, THE PACKAGE, OR SERVICE MATERIALS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF DCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL DCI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE GREATER OF THE AMOUNTS PAID TO DCI BY YOU IN THE PRECEDING 12 MONTHS OR ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OF CERTAIN TYPES OF DAMAGES OR LIABILITIES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE FOREGOING WILL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

DCI DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE THIRD-PARTY TRANSPORTATION PROVIDER, DRIVER, OR VEHICLE OPERATOR TO OFFER

TRANSPORTATION SERVICES WHICH MAY BE SCHEDULED THROUGH THE SERVICE. DCI OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD-PARTY TRANSPORTATION SERVICES BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES.

DCI MAY INTRODUCE YOU TO THIRD-PARTY TRANSPORTATION PROVIDERS TO PROVIDE YOU TRANSPORTATION, BUT DCI DOES NOT ASSESS THE SUITABILITY, LEGALITY, OR ABILITY OF ANY THIRD-PARTY TRANSPORTATION PROVIDER AND YOU EXPRESSLY WAIVE AND RELEASE DCI FROM ANY AND ALL LIABILITY, CLAIMS, OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD-PARTY TRANSPORTATION PROVIDER. YOU ACKNOWLEDGE THAT DCI DOES NOT MONITOR ANY THIRD-PARTY TRANSPORTATION PROVIDER'S ON-GOING COMPLIANCE WITH ANY AND ALL LICENSING AND/OR PERMITTING RULES AND REGULATIONS, AND DCI WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, CLAIMS, OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO A THIRD-PARTY TRANSPORTATION PROVIDER'S FAILURE TO MAINTAIN A CURRENT LICENSE AND/OR PERMIT. DCI WILL NOT BE A PARTY TO DISPUTES OR NEGOTIATIONS OF DISPUTES BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING DCI'S SERVICES RESTS SOLELY WITH YOU. DCI WILL NOT ASSESS THE SUITABILITY, LEGALITY, OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE DCI FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SERVICE.

THE QUALITY OF THE TRANSPORTATION SERVICES SCHEDULED THROUGH THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO TRANSPORTATION THAT IS POTENTIALLY DANGEROUS, HARMFUL, OR OTHERWISE UNSAFE AND THAT YOU USE THE SERVICE AT YOUR OWN RISK.

IN NO EVENT WILL DCI, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, DEATH, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THIS SERVICE, PERSONS YOU MEET THROUGH THE SERVICE OR FLIGHTS YOU BOOK THROUGH THE SERVICE.

You agree to indemnify and hold DCI, and its members, employees, agents, successors, and assigns harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (a) your access, use, or misuse of the Service or Content, or (b) your violation of this Agreement. DCI will use reasonable efforts to notify you of any such claim, action, or proceeding for which it seeks an indemnification from you upon becoming aware of it, but if DCI is unable to communicate with you in a timely manner because of an inactive or erroneous e-mail address for you, your indemnification obligation will continue notwithstanding DCI's inability to contact you in a timely manner.

a. NEITHER DCI NOR ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, AND EMPLOYEES SHALL BE LIABLE FOR ANY INJURY, DAMAGE, LOSS, EXPENSE, MISCONNECTION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, AND/OR PUNITIVE DAMAGES, OR OTHER IRREGULARITY CAUSED BY (A) THE DEFECT OF ANY VEHICLE OR CONVEYANCE; (B) THE NEGLIGENCE OF ANY COMPANY OR PERSON ENGAGED IN CONVEYING THE PASSENGER OR CARRYING OUT THE ARRANGEMENTS FOR CHARTERER'S TRIP; OR (C) WEATHER, UNAVAILABILITY OF BLACK ROCK CITY AIRPORT, FORCE MAJEURE, LABOR DISPUTES OR STRIKES OF ANY KIND, LOCK-OUTS, ACCIDENT, DELAY, FLIGHT SCHEDULE CHANGE, CANCELLATION, SICKNESS, WEATHER, STRIKES, WAR, QUARANTINE, OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE DCI AND/OR DIRECT AIR CARRIER, INCLUDING ACCIDENTS TO OR FAILURE OF THE AIRCRAFT ENGINES, OR ANY OTHER PART HEREOF OR ANY MACHINERY OR APPARATUS USED IN CONNECTION HEREWITH, EVEN IF DCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

*b. Maximum Liability.* THE MAXIMUM LIABILITY OF DCI, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES, TO CHARTERER AND PASSENGERS FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CHARTERER'S AND PASSENGERS' MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CHARTERER AND PASSENGERS TO DCI HEREUNDER.

*c. Indemnify Direct Air Carrier.* The Charterer and Passengers shall indemnify the Direct Air Carrier against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by the Direct Air Carrier and its officers, employees, agents or subcontractors arising out of any act or omission of the Charterer or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise.

*d. Waive Rights.* Charterer and Passengers expressly waive all rights they may have under Section 1542 of the California Civil Code, which states: A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

### **31. No Warranty.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE, THE PACKAGE, AND SERVICE MATERIALS ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE PACKAGE, AND ALL SERVICE MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DCI HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, ALL WARRANTIES AND CONDITIONS WITH RESPECT THERETO, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DCI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THE PACKAGE, OR SERVICE MATERIALS, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SERVICE, PACKAGE, OR SERVICE MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE, THE PACKAGE OR SERVICE MATERIALS WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE, OR THAT ANY DEFECTS IN ANY OF THE FOREGOING WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DCI OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY NOT EXPRESSLY PROVIDED FOR IN THE Terms. SHOULD THE SERVICE, PACKAGE, OR SERVICE MATERIALS PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE FOREGOING WILL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

### **32. THIRD PARTY DISPUTES.**

ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY AND YOU IRREVOCABLY RELEASE DCI AND ITS MEMBERS, AFFILIATES, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

### **33. Dispute Resolution.**

a. *Mandatory Arbitration.* Please read this carefully. It affects your rights. YOU AND DCI AND EACH OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR

BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THE Terms OR YOUR USE OF THE SERVICE. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit [www.adr.org](http://www.adr.org) for more information about arbitration.

i. Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a "Notice"), or, in the absence of a mailing address provided by you to DCI, to you via any other method available to DCI, including via e-mail. The Notice to DCI should be addressed to: 10285 Gold Mine Dr. Reno, NV 89521, (the "Arbitration Notice Address"). The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought (the "Demand"). If you and DCI do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or DCI may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (the "Rules"), AS MODIFIED BY THIS AGREEMENT. The Rules and AAA forms are available online at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee to commence an arbitration against DCI, then DCI will promptly reimburse you for your confirmed payment of the filing fee upon DCI's receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than \$1,000 or was filed in bad faith, in which case you are solely responsible for the payment of the filing fee.

ii. Arbitration Proceeding. The arbitration will be conducted in the English language. A single independent and impartial arbitrator will be appointed pursuant to the Rules, as modified herein. You and DCI agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (B) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (C) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

iii. No Class Actions. YOU AND DCI AGREE THAT YOU AND DCI MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of Nevada in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in this Agreement.

b. Equitable Relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which DCI seeks equitable relief of any kind. You acknowledge that, in the event of a breach of this Agreement by DCI or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against DCI, and your only remedy will be for monetary damages, subject to the limitations of liability set forth



in this Agreement.

c. Claims. You and DCI agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to this Agreement or the Service, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

d. Improperly Filed Claims. All claims you bring against DCI must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section will be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, DCI may recover attorneys' fees and costs up to \$5,000, provided that DCI has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

e. Modifications. In the event that DCI makes any future change to the Mandatory Arbitration provision (other than a change to DCI's Arbitration Notice Address), you may reject any such change by sending us written notice within 30 days of the change to DCI's Arbitration Notice Address, in which case your account with DCI and your license to use the Service will terminate immediately, and this Dispute Resolution provision, as in effect immediately prior to the amendments you reject, will survive the termination of this Agreement.

f. Enforceability. If only Section 18.a.iii or the entirety of this Section 18 is found to be unenforceable, then the entirety of this Section 18 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 19 will govern any action arising out of or related to this Agreement.

#### **34. Governing Law.**

The laws of the State of Nevada, excluding its conflicts of law rules, govern this Agreement and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of the state and federal courts located in Washoe County, Nevada, and you hereby irrevocably submit to personal jurisdiction in such courts and waive any defense of inconvenient forum.

#### **35. Assignment.**

You may not assign this Agreement or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law, or otherwise, without the prior written consent of DCI. This means that in the event you dispose of any device on which you have installed the App, such as by sale or gift, you are responsible for deleting the App from your mobile device prior to such disposition. DCI may assign this Agreement, including all its rights hereunder, without restriction.

#### **36. Survival.**

The provisions of the Agreement that are intended to survive the termination of the Agreement by their nature will survive the termination of the Agreement, including, but not limited to, Sections Titled: The Service, Your Use of the Service and Content, Third Party Software, Consent to Use of Data, Ownership, Feedback, Termination, Indemnity, No Warranty, Limitation of Liability, Third Party Disputes, Dispute Resolution, Governing Law, Assignment, Survival, Consent to Electronic Communications, Miscellaneous, and Contacting DCI.

#### **37. Consent to Electronic Communications.**

By using the Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

#### **38. Miscellaneous.**

This Agreement, together with the Privacy Policy and any other agreements expressly incorporated by reference

herein, constitute the entire and exclusive understanding and agreement between you and DCI regarding your use of and access to the Service, and, except as expressly permitted above, may be amended only by a written agreement signed by authorized representatives of all parties to this Agreement. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this Agreement is for convenience only and will not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and DCI as a result of this Agreement or use of the Service.

You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

If DCI provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail.

These terms and conditions set out the entire Agreement and understanding between DCI, Charterer, and Direct Air Carrier in connection with the air charter as described herein. No variation of these terms and conditions shall be effective unless made in writing and signed by both parties.

No party has relied on any warranty or representation of any other party except as expressly stated or referred to herein. THE DCI AND DIRECT AIR CARRIER EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE FLIGHTS INCLUDING WITHOUT LIMITATION ANY (a) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (b) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR (c) IMPLIED WARRANTY OF NON- INFRINGEMENT.

CHARTERER ACKNOWLEDGES ON BEHALF OF ITSELF AND PASSENGERS THAT CHARTERER AND PASSENGERS HAVE READ THESE TERMS AND CONDITIONS, WAIVER AND RELEASE OF LIABILITY, THAT CHARTERER AND PASSENGERS FULLY UNDERSTAND ITS TERMS, THAT CHARTERER AND PASSENGERS UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND THAT THEY DO SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

### **39. Contacting DCI.**

You can contact DCI, Inc. by email at [support@dustycharter.com](mailto:support@dustycharter.com), or by U.S. mail at Dusty Charter 10285 Gold Mine Drive, Reno, NV 98521.