

# AEROSKY PASSENGER TERMS & CONDITIONS AND CONTRACT OF CARRIAGE

**Last Updated:** April 02, 2026

This Passenger Terms & Conditions and Contract of Carriage (the "**Agreement**") governs all bookings, travel arrangements, and transportation services marketed, arranged, or facilitated by **AeroSky** ("AeroSky," "we," "us," or "our"). By making a reservation, purchasing a trip, accepting a booking confirmation, boarding an aircraft, or otherwise participating in any AeroSky-arranged travel, you (the "**Passenger**" or "**Customer**") acknowledge that you have read, understood, and agreed to be bound by this Agreement.

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## 1. NATURE OF AEROSKY'S BUSINESS

### 1.1 Travel Company – Not an Air Carrier

AeroSky is a travel company and trip facilitator. AeroSky **does not own, operate, maintain, crew, dispatch, or control aircraft**, and AeroSky **is not a direct or indirect air carrier**. All flight operations are performed by **independent, properly certificated third-party air carriers** operating under **FAA Part 135 or other applicable authority** (each, an "**Operating Carrier**").

### 1.2 Independent Operating Carrier

All flights are conducted solely by the Operating Carrier pursuant to a separate charter or air transportation agreement between AeroSky and the Operating Carrier. The Operating Carrier retains **exclusive operational control**, including but not limited to flight safety, crew assignment, maintenance, dispatch, weather decisions, aircraft substitution, and regulatory compliance.

### 1.3 No Common Carrier Obligation by AeroSky

AeroSky does not hold itself out as a common carrier and assumes **no common carrier duties or obligations**. AeroSky's role is limited to arranging and coordinating travel services.

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## 2. INCORPORATION OF OPERATING CARRIER TERMS

### 2.1 Carrier Rules and Policies

Passenger travel is subject to the Operating Carrier's rules, policies, limitations, and operational

decisions, including but not limited to safety procedures, baggage limits, passenger conduct rules, and refusal of transport policies.

## 2.2 Precedence

In the event of any conflict between this Agreement and the Operating Carrier's mandatory safety or regulatory requirements, the Operating Carrier's requirements shall control.

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# 3. BOOKINGS, PRICING, AND PAYMENT TERMS

## 3.1 Dynamic and Shared Pricing Model

AeroSky may publish a maximum or base price for a route. The final price paid by a Passenger may vary depending on the total number of passengers booked on a given flight. Passengers acknowledge that pricing is **variable and contingent** upon final passenger count.

## 3.2 Deposits and Final Charges

Passengers authorize AeroSky to charge a deposit and subsequently charge the final amount once passenger counts are finalized. Final charges may be processed within twenty-four (24) hours prior to departure.

## 3.3 No Guarantee of Lowest Fare

AeroSky does not guarantee that any Passenger will receive the lowest possible price or that pricing will decrease as additional passengers book.

## 3.4 Taxes and Fees

Applicable taxes, fees, airport charges, and third-party costs may be included in or added to the final price.

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# 4. SCHEDULES, DELAYS, AND CANCELLATIONS

## 4.1 No Guaranteed Schedule

All departure and arrival times are **estimates only**. AeroSky does not guarantee specific schedules, aircraft types, or flight durations.

## 4.2 Weather and Operational Delays

Flights may be delayed, diverted, rescheduled, or canceled due to weather, mechanical issues, crew availability, air traffic control, regulatory requirements, or other operational considerations. Such events **do not constitute a breach** of this Agreement.

## 4.3 Force Majeure

AeroSky shall not be liable for delays, cancellations, or failures to perform due to events beyond

its reasonable control, including acts of God, weather, governmental actions, labor issues, pandemics, or airspace restrictions.

#### **4.4 Cancellations by Passenger**

Passenger cancellation policies, refund eligibility, and credits are governed by AeroSky's published cancellation terms at the time of booking.

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## **5. REFUSAL OF TRANSPORT**

### **5.1 Right to Refuse Transport**

AeroSky and/or the Operating Carrier reserve the right to refuse transport to any Passenger whose conduct, condition, or behavior may:

- Compromise safety;
- Interfere with crew duties;
- Violate laws or regulations;
- Endanger persons or property;
- Be disruptive, abusive, or intoxicated.

### **5.2 No Refund for Misconduct**

Passengers refused transport due to misconduct or safety concerns may forfeit all or part of their fare.

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## **6. PASSENGER RESPONSIBILITIES**

### **6.1 Fitness for Travel**

Passengers are responsible for determining their physical and medical fitness to travel. AeroSky makes no representations regarding suitability for any individual.

### **6.2 Compliance with Instructions**

Passengers must comply with all instructions from flight crew and ground personnel.

### **6.3 Identification and Documentation**

Passengers are responsible for possessing valid identification and any required travel documentation.

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## **7. BAGGAGE, WEIGHT, AND SPECIAL ITEMS**

### **7.1 Weight and Balance Limits**

Aircraft weight and balance limitations are strictly enforced. Baggage allowances may be reduced or items removed at the discretion of the Operating Carrier.

### **7.2 Prohibited and Special Items**

Hazardous materials, dangerous goods, and other prohibited items are not permitted. Firearms, pets, and special items require advance approval.

### **7.3 Baggage Liability**

AeroSky assumes **no responsibility** for loss, damage, or delay of baggage. Any claims must be directed to the Operating Carrier, subject to applicable law.

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## **8. PETS AND SERVICE ANIMALS**

### **8.1 Approval Required**

Pets and service animals require advance disclosure and approval. Acceptance is subject to aircraft limitations and safety considerations.

### **8.2 Passenger Responsibility**

Passengers assume all responsibility for the care, control, and documentation of animals.

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## **9. ASSUMPTION OF RISK**

Passenger acknowledges that air travel involves inherent risks, including turbulence, weather, and unforeseen events. Passenger voluntarily assumes all such risks to the fullest extent permitted by law.

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## **10. LIMITATION OF LIABILITY**

### **10.1 No Liability for Flight Operations**

AeroSky shall not be liable for any injury, death, loss, damage, delay, or expense arising from the operation of any flight, which is solely the responsibility of the Operating Carrier.

### **10.2 Consequential Damages Waiver**

To the maximum extent permitted by law, AeroSky shall not be liable for indirect, incidental, consequential, or punitive damages, including loss of time, revenue, or enjoyment.

### 10.3 Maximum Liability

AeroSky's total liability, if any, shall not exceed the amount paid by the Passenger to AeroSky for the applicable booking.

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## 11. INDEMNIFICATION

Passenger agrees to indemnify, defend, and hold harmless AeroSky, its officers, directors, members, employees, agents, and affiliates from any claims, damages, losses, or expenses arising from Passenger's conduct, violation of this Agreement, or misuse of services.

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## 12. INSURANCE

Operating Carriers maintain insurance as required by applicable law. AeroSky does not provide passenger travel insurance. Passengers are encouraged to obtain their own coverage.

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## 13. PRIVACY AND DATA USE

Passenger information is handled in accordance with AeroSky's Privacy Policy. Information may be shared with Operating Carriers as necessary to facilitate travel.

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## 14. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the **State of Arizona**, without regard to conflict-of-law principles. Exclusive venue shall lie in state or federal courts located in **Maricopa County, Arizona**.

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## 15. ARBITRATION AND CLASS ACTION WAIVER (OPTIONAL)

[Optional arbitration and class action waiver language may be inserted here if desired.]

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## **16. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Passenger and AeroSky regarding the subject matter herein and supersedes all prior understandings or representations.

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## **18. ACCEPTANCE**

By booking or participating in any AeroSky-arranged travel, Passenger acknowledges acceptance of this Agreement.