

Terms and Conditions

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1. GENERAL TERMS s CONDITIONS OF USE

1.1. Definitions

In these T&C, the words starting with a capital letter shall have the following meaning:

Aircraft	<i>Shall mean any equipment, motorized or not, capable of soaring and circulating in the air.</i>
Flight Share	<i>Shall mean a flight where the Costs are Shared, operated with a simple motorized aircraft under the conditions described in the appendices of these T&C.</i>
Post	<i>Shall mean the Flight offer placed on-line by a Flight Publisher.</i>
Hvar From Above	<i>Indicates the company which owns, and manages the website www.hvarfromabove.com a sole proprietorship owned by Tomislav Sinko and it is based on address Krnica 137B, 52207 Barban</i>
T&C	<i>Shall mean these General Terms & Conditions of Use</i>
User Account	<i>Shall mean the account which must be created in order to become a User and to access the Services.</i>
Shared Costs	<i>Shall mean the Sharing of the Costs, in the context of a Flight Share, between all of the occupants of the aircraft including the Pilot, limited to the cost of fuel, the renting of the aircraft, landing fees, and where a stop-over is planned, the parking charges.</i>
Pilot	<i>Shall mean the physical person with directional control and control of the Aircraft, duly authorized, with the relevant up to date qualifications, ratings, and medical certificates required to pilot an Aircraft and to carry out the tasks of the captain on board.</i>
Passenger	<i>Shall mean the physical person having made a request to book a flight proposed by the Flight Publisher and which the latter has formally accepted.</i>
Share of Costs	<i>Shall mean the amount of money requested by a Private Pilot in the context of a Flight Share.</i>
Service	<i>Shall mean any Service rendered by means of the website to a User, it being specified that Hvar From Above shall never be party to a transport contract of carriage.</i>

website	Shall mean the website accessible at www.hvarfromabove.com
Private Flight	Shall mean the operation of a Flight Share for which the Pilot has accepted to take a Passenger in an Aircraft for a defined Journey on payment of a Share of the Costs in accordance with the principle of a Flight Share.
Journey	Shall mean the circuit of the Flight, including take-off from point A in order to land at point B, or, where applicable, with a stop-over at point C and/or take-off at point A and landing at the same point A, depending on the terms proposed by the Pilot in the advertisement.
User	Shall mean any physical person or entity using the Hvar From Above website with aim to use services of the platform.
Local Flight	Shall mean a flight where the points of departure and destination are located at the same airport.
Flight Publisher	A Private Pilot or an Operator, as appropriate who posts a flight on the platform.
Booking	Shall mean the attribution of a place on a specific flight requested by the Passenger, and accepted by the Flight Publisher.
Service Charges	The fees charged by Hvar From Above for the flight taken.
Private Pilot	Shall mean a pilot operating a Private Flight.

1.2. Scope

The General Terms and Conditions of Use, including these Common General Terms and Conditions and the Special Terms and Conditions for Flight-sharing (Appendix I), and apply to the Services offered on the Hvar From Above web platform.

*The Services offered on this website are published by **Hvar From Above**, owner Tomislav Sinko, located on address Krnica 137B, 52207 Barban, Croatia*

1.3. Operations covered by these T&C

*The **website** is a community platform accessible on the internet, set up and operated by the Hvar From Above.*

Hvar From Above proposes to put Flight Publishers in touch with Passengers in order for them to carry out Aircraft Flights in common, in accordance with the Terms and Conditions defined herein, including the appendices, Appendix I in respect of a Flight Share and Appendix II in respect of Commercial Flights.

The website offers Users the on-line tools and technical functionality to post content which:

- i. Puts Flight Publishers wishing to operate a Flight in touch with one or more Passengers, by:*
 - Requesting to post and posting a Flight offer on the website and*
 - providing a tool for the management of bookings and payment.*

1.4. On-line acceptance of the T&C

Use of the website shall be subject to acceptance of these T&C.

By creating an account on the website, Users imply their acceptance of the T&C.

Also, by booking a flight, Users imply their acceptance of the T&C.

Solely the acceptance of the T&C shall permit Users to access the services proposed on the website. The acceptance of these T&C shall be whole and indivisible, and Users shall not have the option to accept the application of one part only, or to formulate reserves.

In the event of non-adherence to one of the obligations detailed herein, Hvar From Above reserves the right to delete the relevant User Account. The same shall apply should a Private Pilot act in a commercial capacity.

1.5. Amendments to the T&C

Hvar From Above reserves the right to amend the T&C at any time, as well as the functionality offered by the website or the operating rules of the Service. Amendments shall take immediate effect once they appear on-line in the T&C, which each User shall acknowledge as having understood and accepted.

Where an amendment takes place after the Passenger has paid for a flight booking or a gift voucher, the amendment shall not apply to the outstanding transaction.

Hvar From Above reserves the right to propose new services, free or for payment, on the website.

2. USING THE SERVICE

2.1. Preliminary registration and the setting up of a User Account

The website is freely accessible to any Internet user with modern computer hardware, the necessary software configuration and a high-speed internet connection.

The Services which are available on the website are exclusively for the use of those persons considered legally competent to commit themselves in respect of the T&C.

The user has an option to create an user account on the website. The username and password ('Access Codes') chosen by the User must not violate the rights of any third party - in particular the rights associated with surnames or trademarks - nor offend with regard to morality.

Registration shall be confirmed to the User via the email address which they shall have provided, in the form of an email from the website containing the links necessary to confirm registration.

This email shall be sent only if all mandatory fields have been filled in on the aforementioned registration form. The truth and accuracy of the information communicated by the User during the Account opening process shall be assumed and shall engage the liability of the named person.

In order to protect private information relating to Users, only selected information regarding the Account shall be visible to others, and some information shall only be released to a User following their Acceptance with regard to a Request for Booking initiated by another User.

Hvar From Above shall under no circumstances be liable for any erroneous or fraudulent information communicated by the Users.

2.2. Terms of use of the Service

2.2.1. Creation of a Flight offer

Any private pilot User or an authorized representative of the Operator can publish one or several Post(s) on the website in order to benefit from the Services.

To this end, the Flight Publisher or their authorized representative must:

- (i) Complete the "share a flight" form provided on the website for this process, and, at the very least, populate the fields indicated as mandatory;*
- (ii) Indicate the schedule of dates and times of the Flight;*
- (iii) Indicate the amount of the Fare, or the Share of the Costs;*
- (iv) Where appropriate, stipulate the conditions for cancellation which the Publisher wishes to impose on the Passenger;*
- (v) Detail the rules and any supplements which may be charged to the Traveler in the context of the Flight;*
- (vi) Be able to provide evidence on demand, to Hvar From Above and / or the Passenger:*
 - a. Of their right to the use of the aircraft;*
 - b. Of the qualifications and, where applicable, the license(s) and certificate(s) which shall permit him/her to fly the proposed aircraft;*
- (vii) Not to post or circulate via the website:*
 - a. Redirection to other websites featuring activities which are in competition with or ancillary to the Services, except with the prior express authorization of Hvar From Above.*
 - b. Redirection to external content such as personal pages;*

- c. *Material which is malicious, disparaging, deliberately misleading, unlawful and/or contrary to good morals or to these T&C;*
- d. *Any sensitive material of a racial or ethnic origin or relating to political, philosophical or religious opinions, trade union membership, sexual life or health, or which is contrary to morality and the law.*

(viii) *To comply with public policy provisions.*

Non-compliance with these provisions could result in the deletion of the User Account by Hvar From Above.

2.2.2. Booking of a Flight by the Passenger

2.2.2.1. *Requesting a Flight Booking*

Passengers have a choice between taking a panoramic flight (A-A) or a taxi flight (A-B). Flights are further divided into groups by the area of the departure. Each area section contains all of the flights departing from that area.

Any request to book a flight shall be carried out in accordance with the website booking procedure. During the Flight Request process, the Passenger can see on-screen:

- (i) *The content of the Post selected and the places, dates and times of the Flight featured;*
- (ii) *Where applicable, the applicable conditions for cancellation;*
- (iii) *The total price for the flight, which shall include:*
 - a. *The amount to be paid to the platform, invoiced by Hvar From Above.*
 - b. *Where appropriate:*
 - *Supplementary charges specifically detailed in the Post (consumables, cleaning etc.);*
 - *The cost of insurance (cancellation, assistance, excess waiver, or other) possibly taken out by Passengers with an external insurance provider if this Service is offered on the website;*
 - c. *The Share of Cost for the flight or the fare required of each passenger. This amount is not invoiced by Hvar From Above and is paid to the pilot directly. The pilot is obligated to calculate the Share of Cost or fare of each passenger after the flight. This amount shall be an equal share of the total cost of the flight.*

Responsibility rests with the Passenger to check that they have taken any additional charges into account for which they shall be invoiced.

Once the Flight Request has been raised by the Passenger, they will be asked to follow the procedure for payment, described here below, in order to confirm the Flight Request.

2.2.2.2. *Conditions of Acceptance of the Flight Request*

The Flight Request shall be considered as confirmed once the payment process has been validated.

- (i) *An email summarizing the Flight Request shall be sent to the Passenger.*
- (ii) *An email summarizing the Flight Request shall also be sent to the Flight Publisher who shall have forty-eight (48) hours in which to formally accept or refuse it;*

Should there be no response within the 48 hours, the Flight Request shall be cancelled, and the Passenger informed by email and refunded in full.

2.2.3. Service charges and payment to the Flight Publishers

2.2.3.1. Service Charges

Hvar From Above shall take payment of the Service Charges included in the advertised price of the flight via the website. The Service Charges shall include the following:

- The payment for putting the passenger, and the Flight Publisher in touch using Hvar From Above as an internet platform marketplace.*
- VAT at the rate applicable in the relevant country, if applicable.*
- Additional charges regarding the organization of the flight.*

The Service Charges shall be applied in respect of each flight offered for booking on the website.

The Service Charges are separate from Share of Costs for the Flight Share or the fare required of each passenger.

2.2.3.2. Payment by the Passenger

Payment for a reservation by the Passenger shall be made at the time of the Flight Booking via Stripe payment system, using a bank card (Visa or MasterCard), or by any other means which Stripe may make available on the Site. A secure system of payment for those using a bank card has been put in place for Stripe. This method of payment is globally recognized for the protection of information transmitted via the internet.

The instruction of a payment using a bank card by a passenger via the Site implies acceptance of the T&C of Stripe which may be accessed via this link: [Stripe Services Agreement](#) Stripe shall not be held liable for any delay in authorization by the bank in respect of a transaction instructed by the Passenger, this delay being due to the bank of the card holder.

The payments instructed by the Users in accordance with these T&C shall be irrevocable and shall be executed in favor of Stripe.

The Passenger and the Flight Publisher agree to respond positively to any request from Stripe and more generally to any administrative authority or competent court, regarding preventing and combating money laundering, and specifically, they agree to provide any proof of address or identity which may be required. In the absence of an immediate response to such a request, Stripe shall take all appropriate measures, specifically the suspension of the Services used by the Passenger or offered by the Publisher.

2.2.3.3. Platform's gift vouchers

i. Period of validity of the vouchers

The Hvar From Above Gift Voucher shall be valid for one (1) month from the date of purchase. The User may request that the Hvar From Above Gift Voucher be renewed before expiration within an absolute limit of two (2) months from the date of purchase for no additional charge of original voucher value.

The User must make their request in writing, via email, prior to the expiry date of the Gift Card, to info@hvarfromabove.com in order for the validity of the Hvar From Above Gift Voucher to be extended for an additional month.

ii. Cancellation policy for gift vouchers

The buyer of the gift voucher does not have a right of refund. The User of the voucher has a right for a reschedule if he cancels his/her flight up to 48h before the requested time of the flight. If the User cancels the flight after 48h prior the flight, he/she does not have the right for rescheduling nor refunding. If the Platform cancels the flight for any reason, the User has a right to reschedule the flight.

iii. Respect for privacy and personal data

The information collected in the context of the purchase and use of a Hvar From Above Gift Voucher maybe subject to computer processing for the purpose of compiling a customer and prospect file for sending information on the Hvar From Above network, and for statistical analysis.

The protection, security and confidentiality of the data collected shall be pursuant to the requirements of Clause 5 of these T&C.

The User may oppose the processing of data concerning them by written request. In such a case, Hvar From Above undertakes to delete all information concerning the User from its databases.

3. LIABILITY

3.1. Liability with regard to Flights posted by Users

Hvar From Above in limiting itself to the publication of a website with the requiwebsite tools to put Flight Publishers in touch with Passengers, can under no circumstances be considered as a Publisher.

Hvar From Above is acting only in the capacity of technical intermediary and its Services are limited to providing a community platform with varied functions, specifically the management of Flight Bookings by its Users. The platform is not involved in the execution of the Flight, definition of the schedule, the flight conditions, the aircraft selected, nor the identity of the Pilot, but it recommends the use of pre-planned routes due to safety reasons.

3.2. Liability regarding the services offered on the Hvar From Above website

Hvar From Above cannot guarantee to the User that its Services will be free of errors or defects or that they are likely to meet the expectations and constraints specific to each User.

The company reserves the right to temporarily suspend access to the website or to certain functionalities, in particular for technical maintenance operations or corrective operations specific to its operation.

Hvar From Above:

- (i) shall not be held liable in the event of total or partial suspension of its Services in the event of force majeure, application of a judicial or administrative decision or disruption to telecommunications, computer and/or telephone networks, and*
- (ii) declines all responsibility for the possible loss of information relating to Users of the website and recommends that they back up this information regularly.*

Hvar From Above reserves the right to delete any Account which contravenes any legal or regulatory provisions or the T&C.

In particular, the Services provided on the website do not include the verification of the content, nor the truthfulness or accuracy of the Posts. In addition, Hvar From Above is never party to the contracts between Users which are made via the means and technical tools of the website and cannot guarantee the operation of the flights.

FOR THIS REASON, Hvar From Above:

- (i) Provides no guarantee, specifically with respect to deceptive Posts or those which mislead the User;*
- (ii) Strongly recommends that Users check the aircraft against the description in the Post, as well as the actual skills and experience of the Pilots prior to, or during boarding;*

Hvar From Above shall verify the licenses and/or certificates on which the Publisher is relying to carry out the posted flight. In any event, Hvar From Above shall not be held liable for the consequences of any fraud or falsification of the documents transmitted.

All flights on which Users do not confirm that they have read and accepted the “Difference in Safety Levels” and “Passenger Code of Conduct” are not to be considered approved, and Hvar From Above shall not be held liable.

The liability of Hvar From Above is strictly limited to cases of non-performance of the T&C and as such, it has a simple obligation of means, which the Users expressly acknowledge.

Any User of the website whose behavior during a Flight could have revealed a breach of the provisions of the T&C or which could have led to a breach, or risk of breach of the safety of the Users shall have their Account deleted by Hvar From Above without the possibility of such a User claiming any compensation of whatsoever nature.

4. INTELLECTUAL PROPERTY

4.1. Intellectual property belonging to Hvar From Above

Hvar From Above is the owner or holder of intellectual property rights on the website and in particular all texts, comments, works, illustrations, logos, pictograms, or any graphic or design content, architecture, software, videos, images, music, etc., whether visual or audio, reproduced on the website, as well as databases for which it has the status of producer within the meaning of the provisions of the French Intellectual Property Code ('website Content').

All the website Content produced and placed on-line by Hvar From Above is protected by copyright and/or trademark law and/or the law of sui generis for databases, across the entire world. Hvar From Above shall institute all legal proceedings necessary in the preservation of its rights and interests, against any person engaging in the reproduction, representation, translation, extraction, adaptation, or dissemination, in whatsoever form, of any part or all the website Content without prior written authorization.

4.2. Intellectual property belonging to the Users

Users shall be solely responsible for the content which they publish on the website and must ensure that they have at their disposal all the rights and authorization necessary prior to disseminating the content on the website

The uploading by the User of any content protected by copyright, trademark, databases or otherwise shall confer on Hvar From Above, for the duration of the copyright and across the entire world, a non-exclusive right to reproduce, represent, translate and adapt the website Content on any other digital, analogue or paper medium.

The User shall guarantee Hvar From Above against the consequences of all claims relating to the rights to content which they upload to the website, invoked by third parties in respect of violation of whatsoever rights (infringement, unfair and/or parasitic competition etc.) based on a right to intellectual property or any other right belonging to them.

The User commits to compensating Hvar From Above regarding any prejudice to which it may be subjected, and to reimbursing any damages, interest, and costs, specifically in terms of legal counsel, which it may engage in this respect.

5. DATA PROTECTION - PERSONAL INFORMATION

*Hvar From Above shall collect personal information from the User relating to him/herself, as well as to parties linked to him/her, in the context of the booking of flights and ancillary services. Hvar From Above shall treat the protection of personal information as a priority pursuant to Regulation (EU) 2016/679 regarding data protection ('the **GDPR**'), regarding the confidentiality, and security of data.*

The personal information transmitted by the Users shall be collected in order to perform the Services available on the website (names, electronic and postal contact details, information relating to Gift Vouchers, etc.

5.1. Use of cookies during User visits to the website

For this reason, and in order to simplify User access to the Services and their Profile during visits after their first connection to the website, Hvar From Above also uses cookies which reside on the hard drive of the User's computer once the web browser is closed. Hvar From Above also uses 'session cookies' for the analysis of the use and content of the website, in the interest of continuous improvement of the Services and the technical means available to the website User. Some cookies are essential for use of the website, others enable the optimization of the use of the website and the customization of the content displayed.

Thus, Cookies permit:

- o *The measurement and analysis of the frequency with which the website is used, and the sections and flight services for posts, and to study the ergonomics of the website with a view to improvement;*
- o *The User reserved access and personal spaces on the website or our Services (registration, account access) or information which the User has selected (services, or flights posted, shopping basket contents);*
- o *The implementation of safety and security measures;*
- o *The limiting of the number of advertisements displayed.*

*(Hereafter referred to as 'the **Purposes**')*

Solely the issuer of the relevant cookie can read or modify the information contained therein.

The User can always delete these cookies manually or manage their authorizations for their implementation by amending the parameters in their web browser.

Hvar From Above does not use these tracking tools to transmit this information to third parties or E-commerce platforms, nor to link this data to personal data (names, addresses etc.) without the express consent of the User. Where appropriate, this consent shall be sought from the User in advance.

5.2. Communication of personal data to related third parties

In order to accomplish the Purposes outlined here above, the User shall expressly consent to the data collected being transmitted to the following recipients:

- o *Social media platforms which may offer functions which allow it to integrate information from their account on such platforms into their Hvar From Above profile.*
- o *The marketing trading partners and service providers of Hvar From Above within the limits authorized by law.*
- o *The voluntary sector partners of Hvar From Above, such as the CCAA (Croatian Civil Aviation Authority);*
- o *Organizations which carry out questionnaires and surveys;*
- o *More generally, the service providers, agents and subcontractors contractually linked with the Hvar From Above company, for the performance of tasks which are directly linked to the purposes described here above;*

The User acknowledges and expressly accepts that certain personal information collected by Hvar From Above for the management of their Post and the management of the flight reservations and related tasks requires the transmission to Users of certain information, such as surnames, first names, postal, electronic and telephone contact details, aircraft names, precise location of the aircraft, with the specific exception of bank detail.

5.3. Right of access to and rectification of personal information

Personal data may give rise to the exercise of a right to access and rectification under the conditions provided for in the GDPR. The User may obtain a copy of the data relating to him/her and, where appropriate, have it corrected and updated, or have information which is inaccurate, incomplete or out of date, removed. The User may also exercise their right to object, notably in respect of commercial or prospective marketing, and limitation of the use of their data, as well as their right to portability of the data relating to them.

The exercise of these rights shall be by sending an email to info@hvarfromabove.com or a letter to the Registered Head Office of Hvar From Above:

Hvar From Above d.o.o.
Krnica 137B
52207 Barban
Croatia

Any question relating to the use of personal data may be addressed to Hvar From Above at the above- mentioned address. For all requests for access to the data, the User is required to enclose proof of identity with their letter.

6. NULLITIES

If one or several of the provisions in the T&C is deemed to be invalid or declared as such through the application of a law or regulation, or following a definitive legal ruling, the other provisions shall retain their full force and scope. Where appropriate, Hvar From Above commits to the immediate deletion of any such Clause and its replacement with a similar, legally valid clause.

7. TITLES

In the event of any difficulty in respect of the interpretation between the Title and the chapter of any of the Clauses and any of the Sub-clauses, the Titles shall be deemed to be unwritten.

8. TIME LIMIT

Any claim in connection herewith shall lapse within one year.

It is irrefutably presumed that the Flight Publisher or the Passenger shall forego any payment which has not been requested within one year. Any unclaimed funds shall become the property of Hvar From Above.

6. JURISDICTION AND APPLICABLE LAW

These T & Cs shall be governed by Croatian law.

All claims must be raised within a maximum of fifteen (15) days of the performance or the planned date of performance of the Service that the User has agreed to, and sent to the following address: Hvar From Above d.o.o., Krnica 137B, 52207 Barban, Croatia, or by email to info@hvarfromabove.com

Any dispute that may arise in connection with the execution or interpretation of these T&C, if not settled amicably, shall fall within the jurisdiction of one of the courts provided for in section 4 of Regulation (EU) 1215/2012 of 12th December 2012 regarding jurisdiction.

APPENDIX I: SPECIAL FLIGHT SHARE CONDITIONS

1. NON-COMMERCIAL FLIGHTS

Regarding a Flight Share (see Definitions), the linking proposed by Hvar From Above excludes all commercial and professional operations.

European Regulation 379/2014 authorizes Shared Cost flights by private individuals, provided that the direct cost is shared by all occupants of the aircraft, including the pilot, and that the number of persons sharing the direct cost does not exceed six (6).

In this respect, it is strictly forbidden by the Regulation and by these Special Flight Sharing Terms & Conditions, for the Pilot to make any profit whatsoever.

2. AIRCRAFT AUTHORISED TO CARRY OUT FLIGHT-SHARING

In respect of Flight Sharing, only non-complex motor powered aircraft, within the meaning of the Order of 9th February 2015 implementing EU Regulation 965/2012 amended by Regulation 379/2014 determining the technical requirements and administrative procedures applicable to air operations, i.e. microlights, airplanes with a maximum take-off weight of 5.7t, certified to be operated by a single pilot, and helicopters with a maximum take-off weight of 3,175kg certified to be operated by a single pilot, duly registered or identified and benefiting from administrative authorization to fly freely in European airspace, are permitted. Solely operators of this type of Aircraft are permitted to become Users of the website.

3. SHARED COSTS

The sum of money requested from the passenger, corresponding to their share of the cost of the flight shall be calculated on basis of the sum of aircraft rental price. It must be strictly limited to the share of the costs (fuel, aircraft rental, landing taxes, parking) between the occupants of the aircraft, i.e. the pilot and the passengers, the total number of which must not exceed 6 people. The Pilot may not make any profit whatsoever, under any circumstances, from this operation. Failing this, solely the Pilot shall bear the risks of any reclassification of his unauthorized service.

4. FLIGHT OPERATION

4.1. Respective obligations of the parties

It is hereby reiterated that in the context of the agreed Flight, the Pilot and the Passenger mutually undertake:

- (i) To present themselves on the date, at the time and in the location agreed: in the event of failure to do so, or cancellation, Hvar From Above reserves the right to store information relating to the cancellation in its data base
and/or to inform Users on the profile of the Pilot and/or to suspend access to the website to the Publisher concerned.*
- (ii) To make their best efforts for the successful operation of the Flight.*

4.2. Specific obligations of the Pilot

4.2.1. Licenses, qualifications and airworthiness

Prior to the Flight, the Pilot expressly undertakes to:

- (i) *have in their possession:*
 - o *a valid and current Pilot's License,*
 - o *a valid and current Medical Certificate,*
- (ii) *abide by the conditions of carriage in respect of passengers, i.e. 3 landings and 3 take-offs in the 90 days preceding the flight,*
- (iii) *ensure that their Aircraft is compliant with the declaration and registration required by the local, national and international authorities;*
- (iv) *ensure that the Aircraft and all the optional and mandatory equipment aboard is in compliance with the regulations, particularly in respect of all safety related equipment;*

4.2.2 Insurance

The Pilot undertakes to the use of an Aircraft with a valid Civil Liability Insurance Policy, which at the very least, covers the mandatory minimum requirements set out in Regulation EC 785/2004 of 24th April 2004 or any potential Regulation to amend it and shall ensure that they comply with the conditions of guarantee set out in the policy, in particular that they do not make any profit that would enable the insurer to refuse their guarantee by reclassifying the flight as a commercial flight, or that they does not carry out any maneuver likely to lead to the exclusion of a guarantee provided for in the insurance policy (e.g. flight below the regulatory safety heights). In the event of refusal by the insurer to meet any claim, Hvar From Above shall not be liable in any circumstances for the financial consequences of such a refusal, the Pilot being personally liable for any compensation due to the Passengers. In addition, if it is advised of any such lack prior to any accident, Hvar From Above reserves the right to suspend the User Account and to inform the relevant authorities.

4.2.3 Operation of the Flight

The Pilot undertakes:

- (i) *To wait for the Passenger at the meeting place for up to thirty (30) minutes after the agreed meeting time (this does not dispense the Passenger from being punctual);*
- (ii) *To inform the Passenger immediately of any amendment to the Flight;*
- (iii) *If one or more Passengers has booked and the Pilot decides to change any condition whatsoever of the Flight, the Pilot undertakes to inform each of the Passengers and to seek their consent to the change. In the event of refusal by a Passenger, they shall have the right to completely cancel their Booking without being invoiced for any cancellation fees, and without any compensation being due to the Pilot, and no increase to the Share of the Cost to be paid by the other Passengers permitted.*

4.3. Specific undertakings of the Passenger

The Passenger undertakes:

- (i) *Not to challenge the place in the Aircraft which is attributed to them by the Pilot;*
- (ii) *Not to challenge any decision made by the Pilot during the Flight, particularly with regard to any diversion due to weather conditions or for any other reason given by the Pilot based on a safety issue or adherence to regulations in force;*

To adhere to the on-board rules set by the Pilot (cigarettes, animals, food, drinks, children, maximum authorized size and weight of luggage, etc.).

5. FLIGHT CANCELLATION

The Pilot is at liberty to cancel the Flight for any reason and at any time, particularly for reasons of poor weather conditions, illness etc. and the Passenger shall be refunded all amounts paid, with the exception of any insurance which they may have purchased.

The Passenger may also cancel their booking provided that this is done at least 48 hours prior to the flight. The Passenger shall be refunded the total Cost of their Share. If the cancellation is made less than 48 hours prior to the date and time agreed for the flight, the Passenger shall not be entitled to any refund.

Any seat vacated on a Flight following the cancellation of a booking by a Passenger shall be automatically posted on the website for booking by other Users.

6. LIABILITY OF THE PILOT

In the event of an accident, the liability of the Pilot shall be governed by the laws of the country where the accident occurred or the common law of the occupants of the Aircraft. This is usually limited liability. It is worth noting that the provisions of the Montreal Convention of 28th May 1999, for the automatic quasi unlimited liability of the Flight Publisher do not apply to Publishers who do not hold an Operating License, and thus, only to private carriage, which is the nature of a Flight Share.

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