

Terms and Conditions for SPS Air

There are two guiding principles we used in developing our Terms and Conditions as Your Personal Airline.

- 1) Safety is and always will be our #1 priority
- 2) Our team will always strive to provide you the service we would want if we were the customer

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1. Airport Operations and Service

Safety

While SPS Air will always endeavor to operate flights as booked by you, the first priority of SPS Air, and our first responsibility to you, our valued Customer, is and will always be optimum safety. We always predicate our daily operational and scheduling decisions on the safety, security, and wellbeing of our Customers, Employees, and equipment. We do not believe that this is an area where you would want or expect us to compromise—for any reason.

Occasionally, therefore, it may be necessary for us to delay, divert, or cancel a flight due to weather, field conditions, Air Traffic Control problems, repairs and maintenance, or other security or safety-related conditions and issues. When these situations arise, we will always do our best to minimize your inconvenience.

The pilot of any SPS Air plane reserves the right to deny boarding to any passenger who is intoxicated, unruly or appears unfit to fly.

Service

The probability of an on-time arrival is high when you travel with SPS Air. We strive to operate every flight and meet every arrival time shown in your booking confirmation.

All indicated departure and arrival times are shown in “local” time for the city indicated.

Boarding

For safety reasons, please follow the pilot's instructions closely during the boarding process. You are advised to arrive at least 20 minutes prior to your scheduled departure.

All of our aircraft have mini-USB plugins for most android phones and lightning plugins for your iPhone and other Apple products. We also provide a 120V socket plug-in (similar to a wall socket) for your personal computer.

Our headphones include Active Noise Cancelling and Bluetooth capability that can sync with your phone. Your pilot will help you get everything connected so that you can stay in touch with work, family, and friends while you travel with us.

We also offer XM radio so you can listen to your favorite music, listen to the playoff game, or catch up on the news of the day.

In order to be allowed to board the aircraft:

- You must bring along a government-issued photo identification, so we can match you with the name and itinerary number on the passenger list. It is also advised to bring along the confirmation email containing your name and itinerary number.
- Customers with health problems such as diabetes, epilepsy or other health conditions that might impact the safe operation of an airplane can only sit in the back seat of the airplane and not in the front seat next to the pilot.

The pilot has the right to deny you boarding the aircraft, if

- Your name is not on the passenger list or you cannot produce identification (we do not accept "placeholders" or "walk-ups")
- There is a discrepancy between the amount and the weight of the baggage you bring along compared to what was specified when the reservation was made
- You are unwilling to comply with the pilot's instructions
- You are intoxicated, unruly or appear unfit to fly
- You appear to be a risk to the safety of the flight or any of the other passengers on board

On-board Service

We will strive to accommodate all of your special requests. We invite you to bring your own food and drink. We will contact you before the flight to see if there are any beverages you would like us to provide during your flight.

Flight Status Information

If the status of your flight changes with respect to a known departure delay or cancellation, we will, in a timely manner, notify you at the airport, by email or by phone of the best available information regarding such known delay or cancellation. If, while in-flight, your aircraft is subjected to a known delay or diversion, we will, in a timely manner, notify you of the best available information regarding such known delay or diversion as it affects your aircraft.

Your family, friends, or business partners can track your flight live from our website, www.fysps.com. Just click on the "Track a Live SPS flight" button.

2. Fares

Your Personal Airline

Your fare is for the entire aircraft. There will be no other passengers except for you and those you include on your reservation.

Refundable Fares

As Your Personal Airline, all of our fares are fully refundable and enable you to make changes to your travel plans. We request at least two hours notice of your cancellation for a full refund. If you cancel your travel within two hours notice of the scheduled takeoff time, we will issue a credit for future SPS Air travel equal to the full purchased fare.

Transferability and Corporate Accounts

If you paid for your SPS Air reservations by using funds from a corporate membership account, all fares are transferable to other employees of the same corporation. However, the following restrictions apply:

- You have to inform SPS Air of the transfer by phone at least two hours before the departure of the first segment of your reservation. This will allow SPS Air to change the name on the passenger list of the flight(s) you are booked. When boarding a plane, SPS Air will check the identities of all passengers. If the name of a passenger is not on the SPS Air passenger list, we reserve the right to deny boarding to that passenger.
- You can only transfer the reservation to someone who is employed with the same corporate organization that booked the original reservation with SPS Air.
- Employees, contractors and owners of travel agencies, travel brokers and travel-related businesses are not allowed to sign up for corporate accounts, or transfer reservations to other people, unless specifically approved to do so in writing by SPS Air.

Transferability and Individual Accounts

If you paid for your SPS Air reservation with a personal credit/debit card, your reservation is not transferable. If you need to transfer a reservation, you have to cancel it and book a new reservation.

Cancel and Rebook (“not being left stranded”)

We also understand that your plans are subject to change once you have departed on a flight. If you are booked on a round-trip ticket and need to make a change to a subsequent leg after you have already flown your first leg, you can do so. However, the following restrictions apply:

- You need to make the change by phone at least 1 hour before the second (inbound) leg of the flight is scheduled to depart, by calling our call center at 1-844-IFLYSPS (435-9777). This cannot be made in SPS Air’s online reservation system.
- You will not receive a refund, but will receive a credit for future travel on SPS Air. This amount will be equivalent to half of your total original fare.
- If there is no other flight available, we will help to arrange for a rental car at your own cost.
- If you do not make the change by phone and thus do not show up for your second (inbound) leg of your itinerary, you do not qualify for “cancel and rebook”.

3. Reservations and Booking

Confirming Your Flight Reservations

A reservation, once booked and confirmed by purchasing your ticket(s), means that we are holding your aircraft for you and your specific flight(s) shown on your itinerary.

Once your flight is booked, we will contact you to ask if there are any special requests for your flight.

SPS Air requires all traveling Customers to present a government-issued photo identification at the time of check-in. If you cannot identify yourself, if the government-issued photo identification number does not match our records or if you are not listed on our passenger list, we might deny you boarding the flight.

4. Cancellation or Schedule Changes

Cancellation

We understand that travel plans change. We request at least two hours notice of your cancellation for a full refund. If you cancel your travel within two hours notice of the scheduled takeoff time, we will issue a credit for future SPS Air travel equal to the full purchased fare.

Itinerary Changes

Again, we understand that travel plans change. If you do not want to cancel, but want to move up or delay your departure, please let us know as early as possible. We will do everything in our power to accommodate your requested changes. If we can make the change, we will do so with no change in fare. Due to other customer flights or duty day limitations for our pilots, there may be rare times we cannot shift the scheduled flight to accommodate these changes. In this case, we will apply our cancellation policies.

Destination Changes

Again, we understand that travel plans change. If you want to change your destination, please let us know as early as possible. We will do everything in our power to accommodate your requested changes. If we can make the change, we will do so. If the new destination requires more flight time, we will confirm with you the fare increase and process the payment. If, on the other hand, the new destination requires less flight time, we will confirm with you the fare decrease and will process your refund automatically. Due to other customer flights or duty day limitations for our pilots, there may be rare times we cannot shift the scheduled flight to accommodate these changes. In this case, we will ask you if you want to continue to the original destination or cancel the flight. If the flight is cancelled, we will apply our cancellation policies.

5. Overbooking

We Do Not Overbook

“Overbooking” means that operators do not necessarily stop accepting reservations when they have taken enough to fill a particular airplane on a particular flight. Some operators

overbook to compensate for passengers who neither cancel reservations nor show up for their confirmed flights.

SPS Air will never overbook any of its flights.

Oversold Flights

Since we do not overbook, we will never have oversold flights! We will not need to ask you to volunteer to give up your seat. Nor will we “bump” you.

6. Tickets and Refunds

Tickets

SPS Air does not issue tickets; instead, we solely rely on SPS Air’s convenient ticketless travel option. Your itinerary and confirmation/trip number will be electronically generated and stored in our computer system, so there is no paper document to lose or forget.

Refunds

Simple. We will call you and ask if you want the fare refunded to you or if you want to keep it as a credit for future SPS Air travel.

All eligible refunds are provided according to your original form of payment and rules associated with that form of payment.

Refunds purchased with credit cards will be credited back to the same credit card, minus the fee that a credit card processor charges to SPS Air. Our Refunds Department will process a credit/debit card refund within two business days from the date we receive your request. Your credit/debit card company has their own policies as to when they will post the credit to your account.

7. Baggage

Due to the size of our Cirrus aircraft, the weight and volume (size) of your baggage and carryon items is more important than the number of items you bring. When making your travel reservation you need to specify the weight of all the baggage and carryon items that you plan to take with you during your travel.

During the boarding process, our pilots will check the weight and volume (size) of your baggage and carryon items against what was specified at the time the reservation was made. For your safety, there are strict weight limitations for our flights. The pilot may ask you to leave behind certain items if they are over the size or weight limits covered during the booking process.

Carryon Items

In order to maintain better control of carryon items, the following limits have been imposed.

1. Each ticketed Customer may carry only one bag plus one smaller, personal-type item onboard the airplane. Personal-type items include small handbags for men or women, small cameras, reading material, laptop computers (case included) and small, book-sized backpacks.

2. Because of their fragile nature, articles that would be at greater than normal risk of damage if carried in the baggage compartment (e.g., musical instruments, blueprints, map tubes, fishing poles, artworks, media cameras/video equipment) are considered personal-type items and may be carried in the passenger cabin if remaining onboard space permits.

3. Medications, keys, valuables, and expensive jewelry should be carried onboard
4. SPS Air does not accept claims for lost, forgotten, stolen, or damaged carryon items.

Baggage

The baggage compartment is right behind the seating area on our aircraft, so there is no such thing as lost luggage. You will place your luggage next to the plane when you arrive, and can even supervise the pilot as he places your items in the baggage compartment. After landing, the pilot will remove your items and hand them to you right there. No more waiting around luggage carousels.

Space for oversized baggage might be at a premium. If any of your baggage pieces is in excess of 20 inches x 18 inches x 24 inches, please note that on your booking. We are happy to carry oversized items such as golf bags. For very large golf bags, we may limit the aircraft to two passengers so there is plenty of room for your valuables. If there are any questions, please contact us at 1- 844-IFLYSPS (435-9777).

Baggage Handling

We do everything humanly possible to ensure that the items you entrust into our care are loaded onto the same plane you board and returned to you promptly at your destination. We know that your belongings are important and valuable to you.

Here are some important steps you can take to make sure your luggage takes the same trip you do. Make sure your luggage is in good, sturdy condition. Zippers, clips, handles, joints, and seams should be in good repair. Be sure any luggage closes securely. SPS Air does not assume responsibility and will not be liable for loss of or damage to protruding parts of luggage and other articles of checked baggage, including but not limited to wheels, feet, pockets, hanger hooks, pull handles, straps, zippers, locks, and security straps. In addition, we assume no liability for defects in baggage manufacture or for minor damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt.

1. Keep in mind, when packing your bags, that SPS Air liability for loss or damage is not extended to money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable papers; securities; business or personal documents; samples; items intended for resale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables contained in checked luggage or unchecked bags.
2. Medications, keys, valuables, and expensive jewelry should be carried onboard.
3. If you have departed the aircraft and remember you forgot something on the plane, contact the pilot or SPS Air customer service immediately at 1-844-IFLYSPS (435-9777) and we will search the aircraft for your item immediately.

8. Irregular Operations

Cancellations

SPS Air always does its best to operate flights as scheduled. Sometimes, events beyond our control or situations they could not anticipate prevent us from doing so. If, for reasons within our control, your SPS Air flight does not operate as scheduled, we will, at your request, try to rebook you on another SPS Air flight to your ticketed destination. If you elect to take an alternate SPS Air flight, we will not charge you additional fees even if your ticket for the disrupted flight has usage limits or fare restrictions. If there are no SPS Air flights available for your destination, we will issue you a full refund and endeavor, to the best of our ability, to help you arrange for alternative transportation.

Departure Delays

SPS Air will not begin the boarding process if it is known that your flight will be delayed. This will ensure that our Customers have access to airport facilities and services during the course of a delay.

Delays on the Aircraft

Onboard delays are situations we always try to avoid. However, if weather, visibility, airport conditions, mechanical problems, ATC requirements, or other uncontrollable circumstances cause ground delays, we will endeavor to return to the airport facilities, if you desire, while we wait.

Regardless of whether a delay is incurred on the ground or in the air, we will try to keep you informed. We will provide the best information available to us with regard to the cause of the delay and any changes in the status of your flight.

Disrupted Itineraries

SPS Air will always do our best to get you to your destination safely and on time. Rare and unforeseen circumstances sometimes prevent us from reaching that goal. If that happens, your itinerary may be “disrupted”.

Your itinerary is “disrupted” when you have departed from your “point of origin,” and, through no fault of your own, SPS Air is unable to transport you to your destination as booked. In that case, SPS Air customer service personnel will “make it right”. We will work with you to transport you back to your “point of origin” or to your booked destination as you desire, at no cost to you. In addition, your entire fare will be refunded.

Reaching Your Destination

It is our goal to get you to your destination safely and on time. However, if circumstances within our control cause you to miss the last possible flight of the day to your destination, our Customer Service personnel have the authority to arrange for alternative transportation. We will find alternative transportation as near to the airport as possible.

If the cause of your inconvenience is not within our means of control, we will do our best to assist you securing alternative transportation.

Advisory at the Airport

If, when you check in for your SPS Air flight, we have learned that weather, field conditions, air traffic, or other operating conditions are such that your flight may be delayed en route, the SPS Air representative will let you know.

Generally, you will be notified via either email, text message or orally when you check-in. This service is provided as a courtesy and intended to give you the option of postponing your trip or selecting an alternate SPS Air flight.

If you opt to travel on any SPS Air flight after being advised of the possibility of an en route delay, diversion, or cancellation, you will not incur extra expenses. Your SPS Air ticket covers only the cost of your air transportation. Tickets for airlines, ground transportation, hotel accommodations, meals, telephone expenses, and other amenity costs are not included in our ticket prices.

9. Customers with Special Needs

Infants and Toddlers

Currently, federal air safety regulations allow children younger than two years of age to be held in the lap of another person who is at least 12 years of age.

While the decision to hold your little one is certainly up to you, our governmental safety agency, the Federal Aviation Administration (FAA), and SPS Air strongly recommend that children under 40 pounds are safer and more comfortable when secured in an approved, hard-sided car or safety seat. Children over 40 pounds in weight should use only the airplane seat and seatbelt.

To learn whether your youngster's car or safety seat is federally approved for air transportation, look for the words "FMVSS.213 APPROVED FOR USE IN AUTOMOBILES AND ON AIRCRAFT" in red letters on the device's label.

Formula, milk and any other type of food is welcome and there are no limitations on quantity.

Unaccompanied Minor (UM) Children

Children from the ages of five (5) through eleven (11) years need lots of attention, particularly if they must travel alone. Our policies for this special group of travelers have been designed to enable us to provide the best possible service to Unaccompanied Minor children and their families and friends. Our policies are also intended to give you and your child(ren) the peace of mind that comes with knowing your child(ren) will be looked after once his/her flight departs.

1. To be qualified for special Unaccompanied Minor travel arrangements, children must be at least five years of age and no older than eleven years of age.
2. Children under the age of five must be accompanied on their entire journey by another traveler who is at least eighteen years old.
3. Proof of the child's age and identity may be required.
4. An adult family member or guardian must escort the unaccompanied child(ren) to the departure gate and must remain with the child and in the airport until the child's flight is airborne.
5. To ensure the child's safety and wellbeing, we will collect detailed information from the escorting party, including the name, address, relationship, and contact numbers for the party sending the child and the authorized individual(s) who is to meet the child at his/her destination.

6. Please arrive in the boarding area of the airport twenty minutes before the flight leaves in order to check luggage (if any), complete the documentation necessary for the child to travel alone and ensure that the child is available for boarding. For the child's protection, we will not accommodate an UM on a flight that is under a possible delay, reroute, or cancellation advisory.
7. Any person(s) meeting the child at his/her destination should be there to meet the flight and be prepared to offer positive proof of identity in order to receive the child.
8. For the protection and wellbeing of UM travelers, any child who is not met upon arrival will remain in the custody of SPS Air personnel.
9. Children not met within a reasonable amount of time will either be returned to the point of origin after contact has been made with the sending party or entrusted to the custody of the appropriate local social services agency.
10. Standard policies for checked luggage and carryon bags are the same for Unaccompanied Minors as they are for all of our passengers; however, it is a good idea to pack carryon items lightly. A carryon bag should be of a size and weight that is manageable for the youngster.
11. Children 12 years of age and older are considered young adults, and travel under the same terms and conditions as do older adult passengers.

Customers with Disabilities

SPS Air enthusiastically welcomes everyone. If you have a disability and are concerned about accommodations on SPS Air, our Customer Service personnel are available to answer your questions and help you prepare for your trip.

Specific questions about service in progress can be directed to your pilot. In the meantime, here are some things you should know about travel on SPS Air under the terms and conditions of federal regulations implementing the Air Carrier Access Act (14 CFR Part 382, Nondiscrimination on the Basis of Disability in Air Travel).

1. SPS Air will not refuse to transport any individual on the basis of a disability, nor will we require a Customer with a disability to accept a service or condition that is not offered or available to other Customers, unless there is a specific safety-related regulation that requires us to do so.
2. Due to the size of our aircraft, wheelchairs and other assistance devices have to conform to our maximum size and weight limits, otherwise they cannot be accommodated
3. We will transport wheelchairs and other assistance devices intended for the personal use of the Customer checking the item(s) without charging for them. We also offer assistance in enplaning and deplaning.
4. SPS Air will not be able to provide wheelchairs or other assistance devices on a flight or in the boarding area. If you are in need of a wheelchair or other assistance devices, we request that you bring your own.
5. If you are traveling with a trained assistance animal, SPS Air will allow your assistance animal to sit comfortably in the seat next to you. Please ensure that your assistance animal is situated in an onboard area that will not obstruct your exit-path. If you are not sure about where your animal should be situated, our Pilot will happily assist you.

6. Our Pilot will be happy to assist you in finding a convenient, approved onboard stowage space for any assistance device you bring onboard with you.
7. SPS Air can accommodate one person's personal folding wheelchair in the aircraft cabin in accordance with Federal Regulations.
8. Unfortunately, we cannot accept any powered wheelchairs.
9. When you arrive at your destination, you have the option of receiving your wheelchair or other assistance device at or near the aircraft or you may elect to receive it in the terminal area. If you select the terminal area, we will help you get there.
10. If your disability is such that you require assistance from a specially trained individual, you should arrange for that individual to travel with you. Our Employees receive only the training that is essential for routine onboard emergencies.
11. SPS Air is not equipped to transport or provide medical oxygen or other hazardous materials and/or contained gas—either in the passenger cabin or as cargo or baggage.
12. Our airplanes are not equipped to transport Customers who require stretchers, incubators, respirators, or other devices that may rely on the aircraft power supply.
13. Customers with health problems such as diabetes, epilepsy or other health conditions that might impact the safe operation of an airplane can only sit in the back seat of the airplane and not in the front seat next to the pilot.

10. Pets

Welcome

From service animal to your family pet, we welcome our furry customers. We are pet owners also, so we understand the importance of making sure they enjoy their travel experience as much as you do. You are always welcome to have your pet sit right next to you in the rear seats.

The USDA requires that your pet must be at least eight weeks old and fully weaned before traveling. Only pets in good health are permitted to fly. We will not transport animals that are violent, ill, or in physical distress.

Safety

For the safety of you and your pilot, we ask if your pet could be nervous due to air travel, you place them in a travel carrier. That travel carrier can be placed in the seat right next to you. Again for your safety and for the safety of our pilot, our pilot can refuse boarding to any pet that shows aggressiveness towards the pilot and is not in a travel carrier.

Comfort

We will make every effort to ensure your animal is safe and comfortable during their trip. There is no sitting in a hot carrier on the tarmac as you see with other travel options. Your animal will go right from the terminal to the air-conditioned comfort of our aircraft, and you will be with them the entire time.

Health Certificates

All pets crossing state borders, with the exception of guide dogs, are required by the U.S. Department of Agriculture to have a rabies immunization and valid health certificate issued by a licensed veterinarian within 30 days of travel. If you are a breeder, dealer, or research facility transporting a dog, the health certificate should be issued no more than 10 days before departure.

Use of Tranquilizers

According to the American Veterinary Medical Association, in most cases, dogs should not be given sedatives or tranquilizers prior to flying. An animal's natural ability to balance and maintain equilibrium is altered under sedation, which can be dangerous when the kennel is moved.

Even if your dog is flying in the cabin, he or she will be exposed to increased altitude pressures. This can create respiratory and cardiovascular problems for dogs that are sedated or tranquilized. Snub-nosed dogs (American Staffordshire Terriers, Boston Terriers, Boxers, Brussels Griffins, Bull Terriers, English/French Bulldogs, English Toy Spaniels, Japanese Chins, King Charles Spaniels, Lhasa Apsos, Pekineses, Pugs, Shar-Peis and Shih Tzus) are especially affected.

While sedation is generally not advised, the decision on whether or not to prescribe a tranquilizer for your pet should be made by your veterinarian. If your veterinarian decides that tranquilizers are medically necessary, the name of the drug, the dosage, and how the drug was administered should be given to the pilot along with the health certificate.

Please contact us at reservations@flysps.com or Toll-free: 1-844-IFLYSPS (435-9777) with any questions or concerns.

11. How to Contact SPS Air

Online

Visit us at our web site, www.flysps.com, to book a flight, track a flight, or learn more about how we are redefining how you travel as Your Personal Airline.

Telephone

Call us anytime to book a flight, for flight updates, availability, reservations, or with questions about the service we provide and the cities we serve.

Toll-free: 1-844-IFLYSPS (435-9777)

Email

To book a flight, email us at reservations@flysps.com, and we will get back to you promptly.

For any questions, comments, or suggestions, please email us at info@flysps.com. We would love to hear from you.

Career Opportunities

Submit your resume online to info@flysps.com

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SPS Air terms and conditions, in its entirety or parts thereof, are subject to change without notice. The current and previous versions of SPS Air's terms and conditions are void as soon as a newer version is posted at www.flysp.com.