



FLIGHTSERVE USA TERMS AND CONDITIONS

1. CONTRACTUAL RELATIONSHIP

1.1 These Terms and Conditions ("Conditions") govern the access or use by the passenger(s) using the Services, the agent, organizer, employer, event coordinator, end user or other user ("Client") of the Services made available by Flightserve USA and by its subsidiaries and affiliates (collectively, "Flightserve"). PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING THE SERVICES. These Conditions shall apply to and be incorporated in the contract between Flightserve USA and the Client for the supply of the Services and shall be in substitution for any oral arrangements made between the Client and Flightserve USA and shall prevail over any inconsistent terms or conditions contained in or referred to in any Flightserve USA quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the order and/or these Conditions or any of them shall be binding upon the Client unless specifically agreed to in writing and signed by a duly authorized representative of the Client.

1.2 Supplemental conditions may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental conditions will be disclosed to Client in connection with the applicable Services. Supplemental conditions are in addition to, and shall be deemed a part of, the Conditions for the purposes of the applicable Services. Supplemental conditions shall prevail over these Conditions in the event of a conflict with respect to the applicable Services.

1.3 The collection and use of personal information by Flightserve USA in connection with the Services is as provided in the [Flightserve USA Privacy Policy](http://www.Flightserveusa.com) located at www.Flightserveusa.com. Client acknowledges that Client has read, understands and agrees to be bound by Flightserve USA's Privacy Policy.

1(A). DEFINITIONS

In these Conditions:

"Agreement" shall mean the Charter Agreement, the principle terms of which are set out herewith and of which these Conditions form part, and any Special Conditions;

"Aircraft" shall mean the aircraft specified herein;

"Carrier" shall mean the aircraft operator who carries the Client;

"Charter Agreement" shall mean the agreement regarding the Services between Flightserve USA and the Client;

"Charter Price" shall mean the amount payable to Flightserve USA by the Client for services supplied under this Agreement;

"Flight" means a flight described in a Charter Agreement;

"Flightserve Members" those persons who subscribe to use the services of Flightserve as are made available through www.Flightserveusa.com, www.Flightserve.co.uk or through any other website or mobile application made available by Flightserve from time to time;

"Flightserve USA" shall mean Flightserve USA LLC;



"Schedule" shall mean the flight or any series of flights agreed between Flightserve USA and the Client including places of departure, places of destination, any stopping points, any departures and arrival times and any part agreed functions;

"Services" means the services provided by Flightserve USA as described in a Charter Agreement;

"Special Conditions" means those variations to the Standard Charter Terms upon which the Carrier will perform the Flight for the Client and which, in the event of inconsistency with these Standard Charter Terms, take precedence as between the Parties;

"Standard Charges" shall mean the prices offered by Flightserve USA hereto.

2. FLIGHTSERVE USA'S OBLIGATIONS

2.1 Flightserve USA has entered into this agreement acting only to seek, procure and coordinate the Schedule and shall use all reasonable efforts to complete in accordance with the Schedule the journey or journeys therein specified but shall be entitled to depart from the Schedule if in its opinion in good faith such departure is necessary and any additional expenses (including the fees and charges referred to herein) shall be borne by the Client.

2.2 Flightserve USA is not a direct air carrier. Flightserve USA acts as an indirect air carrier for public charter flights, with charter flights operated by local carriers pursuant to the Charter Agreement and these Conditions. For other flights, Flightserve USA acts as the agent of the airline, with flights arranged by Flightserve USA being operated by various FAA/DOT licensed operators. In addition, for flights to any destinations that are charters of the entire aircraft capacity, Flightserve USA acts as the agent of the customer.

2.3 **DISCLAIMER.** FLIGHTSERVE SHALL NOT ACCEPT AND HEREBY DISCLAIMS ANY AND ALL LIABILITY WHATSOEVER FOR WOUNDING BODILY INJURY OR DELAY OF THE CLIENT OR FOR LOSS, DELAY OF OR DAMAGE TO THEIR BAGGAGE OR OF LOSS, DELAY OF OR DAMAGE TO CARGO WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF FLIGHTSERVE USA, ITS EMPLOYEES SERVANTS OR AGENTS. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." FLIGHTSERVE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, FLIGHTSERVE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR THIRD PARTY SERVICES OBTAINED THROUGH THE USE OF FLIGHTSERVE'S SERVICES, OR THAT THE SERVICES WILL BE AS DESIRED, UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES THAT THE ENTIRE RISK ARISING OUT OF CLIENT'S USE OF THE SERVICES, AND ANY THIRD PARTY GOODS OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH CLIENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS DISCLAIMER DOES NOT ALTER CLIENT'S RIGHTS OTHERWISE TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF CLIENT'S PLACE OF RESIDENCE.

2.4 **LIMITATION OF LIABILITY.** FLIGHTSERVE SHALL NOT BE LIABLE TO CLIENT FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF FLIGHTSERVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLIGHTSERVE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY CLIENT ARISING OUT OF: (i) CLIENT'S



USE OF OR RELIANCE ON THE SERVICES OR CLIENT'S INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN CLIENT AND ANY THIRD PARTY PROVIDER. FLIGHTSERVE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND FLIGHTSERVE'S REASONABLE CONTROL. THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF CLIENT'S PLACE OF RESIDENCE.

3. AIRCRAFT, CARRIER AND CREW

3.1 Flightserve shall use its reasonable efforts to: (i) respond promptly to any Client communication and (ii) inform Clients as soon as reasonably practicable on becoming aware of possible delay for any reason to a Flight schedule. Flightserve's highest priority is flight safety. As such, the captain of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether a Flight shall be undertaken and/or whether a Flight is to be abandoned once undertaken. The Client shall accept as final and binding all decisions of the captain on all matters relating to the operation of the Aircraft, including any deviation from proposed route or where landing shall be made.

3.2 All ground and operating personnel, including cabin staff, are authorized to take orders from the Carrier only unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Client.

3.3 All Aircraft are designated non-smoking, unless confirmed to the Client in writing before the Flight. If smoking takes place on an Aircraft, the Client will be liable for all associated cleaning costs charged by the Carrier.

4. NON PERFORMANCE DELAY VARIATIONS AND DIVERSIONS

4.1 In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstances whatever beyond Flightserve USA's control, Flightserve USA shall use reasonable efforts to perform or continue the Schedule but otherwise shall have no liability to the Client.

4.2 If Flightserve USA is unable to resume performance within a reasonable time after the due date Flightserve USA may cancel this Agreement by notice in writing to the Client and shall be under no liability whatsoever to the Client in respect of such cancellation.

4.3 Flightserve USA shall be entitled, without giving a reason, to substitute another aircraft for the Aircraft specified herein. In the event of the Aircraft specified becoming unserviceable, Flightserve USA shall be entitled but shall not be obliged to substitute another for that specified.

4.4 If for any reason the Aircraft is diverted from any airfield of destination shown in the Schedule to another airfield the journey to the said airfield of destination shall be deemed to be complete when the Aircraft arrives at the other airfield.

4.5 The Schedule issued by Flightserve USA is an approximate estimation only and is not guaranteed by Flightserve USA who shall at any time be entitled to deviate from the Schedule if in its opinion such deviation is advisable or necessary.



4.6 The commander of the Aircraft shall have complete discretion concerning what load may safely be carried and its distribution and as to whether or not the flight(s) shall be undertaken and as to where landing shall be made and on all other matters concerning the operation of the Aircraft and the Client shall accept all such decisions of the commander as final and binding. The commander of the Aircraft shall have absolute discretion to refuse to carry any passengers, any baggage and any cargo or any part thereof. Flightserve USA shall not be liable for any loss, damage, cost or claim of whatever nature arising from any such decision taken for reasons of safety.

4.7 Flightserve USA is not a common carrier and does not accept the obligations of a "common carrier" nor is there implied in this Agreement any warranty concerning the aircraft or its fitness for any carriage.

4.8 If the performance of the Schedule is prevented or delayed by any act or omission of the Client or anyone in its control or acting on its behalf including any delay caused by the late arrival of the Client's luggage the Client will be liable to Flightserve USA for any additional costs incurred either by Flightserve USA or their agents. In the event of cancellation, the Client shall be liable for cancellation charges as provided in Section 8, as if notice of cancellation had been received.

4.9 If the Carrier is unable to perform a Flight in accordance with a Flight Confirmation due to an Aircraft technical failure, Flightserve shall use its reasonable commercial efforts to find a suitable replacement Aircraft and shall disclose any extra costs to the Client. If Flightserve USA's efforts are successful, but the Client elects not to accept the replacement Aircraft found by Flightserve, Flightserve shall be entitled to retain all sums due to it under these Conditions (including Flightserve USA's fee for facilitating an Agreement) had the Client accepted the replacement Aircraft. If Flightserve USA's efforts are unsuccessful, the Client's sole remedy shall be a full refund of the Charter Price (less Flightserve USA's fee for facilitating an Agreement) in respect of that part of any Charter Agreement which cannot be fulfilled due to Aircraft unavailability. Any such refund which relates to a partial cancellation of an Agreement shall be calculated on a pro rata basis as follows: percentage of total Charter Price (less Flightserve USA's fee for facilitating an Agreement) to be repaid shall equal the percentage of total flight hours under the Charter Contract which will not be flown due to unavailability of the Aircraft. For example, if 5 flight hours of a total of 20 flight hours chartered were unavailable, the Client would be due a refund of 25% of the Charter Price (less Flightserve USA's fee for facilitating an Agreement).

5. CLIENT'S OBLIGATIONS

5.1 The Client shall indemnify and keep Flightserve USA and the Carrier indemnified against any loss, damage, cost, expense (including attorneys' fees), claim or liability incurred or sustained (i) in respect of any liability to third persons for any damage whatsoever arising out of wrongful act or omission of the Client, its servants or agents, (ii) for any claim for damages or fines imposed arising out of Client's use of the Services, (iii) any breach by the Client of the terms hereof, or (iv) for any claim or liability incurred or sustained by the Carrier, passengers, consignors or other persons having contracts with the Client (or in whose behalf Client has acted) that result from termination of this Agreement.

5.2 Deviation from any of the terms set out in this Agreement hereto through the action of or at the request of the Client may involve alterations to the Charter Price.

5.3 The Client shall pay to Flightserve USA for all time spent loading or unloading the Aircraft in excess of the appropriate lay time.



5.4 If at the request of the Client, the Aircraft is used by the Client for any flight(s) other than those set out hereto the Client shall pay to Flightserve USA in respect of each such flight(s) a sum calculated on an hourly basis at the Standard Charges rate, which sum shall be notified by a duly authorized officer or employee of Flightserve USA and shall thereupon become due and payable together with all fees and charges imposed by law in respect of each such flight(s) including, without prejudice to the generality of the foregoing, landing fees, garage fees, parking fees, air navigation fees, ground service and handling fees, customs fees, airport surcharges, accommodation, meals and refreshment charges and all pilot and crew expenses thereby incurred.

5.5 The Client shall give Flightserve USA in good time on arrival at the check in point or as otherwise specified by Flightserve USA all information and assistance necessary to enable Flightserve USA to complete all necessary Client tickets baggage checks and airway bills and shall distribute tickets and baggage checks to the Client if required by Flightserve USA.

6. INTERNATIONAL CARRIAGE

6.1 Carriage hereunder shall be subject to the rules and limitations relating to liability and to all other provisions established by the Warsaw Convention or by that Convention as amended by the Hague Protocol and/or by any other Treaty applicable to such carriage insofar as such carriage is "intentional carriage" as defined in the above Conventions and is governed thereby Carriage hereunder which is not governed by Warsaw Convention shall be subject to all applicable laws which extend provisions of the convention to such carriage or which otherwise limit Flightserve USA's liability.

6.2 The Client warrants that all necessary Passports, Visas, Health and Other Certificates necessary to secure transit through any intermediate points and entry into the Country of destination of the flight(s) will be held and in the event of the appropriate Immigration Authorities refusing entry to any Client in circumstances where the carrier is required to transport such Client to the point of origin of the flight(s) or to any other point, then Flightserve USA the cost of doing so shall be repayable by the Client to Flightserve USA upon demand.

6.3 The Client undertakes that their baggage will not contain anything of a dangerous, hazardous or offensive nature or of which the carriage, importation or exportation is prohibited by any Country or State which has to be crossed or entered. The Client shall also ensure the possession of all documents enabling them to comply with all Customs, Police, Public Health and other regulations which are applicable in the United Kingdom and States in which landings are made both in respect of themselves and their baggage and to be responsible for the payment of all dues or charges in connection with them.

7. PRICE AND PAYMENT

7.1 Time for payment of Flightserve USA by the Client is to be of the essence and subject to any special terms agreed. The Client shall pay Flightserve USA 's Standard Charges and any additional sums which Flightserve USA have incurred for any of the reasons mentioned in this Agreement or otherwise reasonably incurred by Flightserve USA in the performance of this Agreement (together with any applicable taxes and without any set-off or other deduction) prior to the Scheduled departure or upon such terms as shall be agreed between the parties from time to time.



7.2 If Flightserve USA requires a deposit or payment in advance on account such payment shall be made on demand.

7.3 If payment is not made on the due date, Flightserve USA shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% per annum above the base rate set from time to time by HSBC bank calculated on a daily basis from the due date until the date of payment (both before and after judgment), compounded monthly.

7.4 The Client shall pay to Flightserve USA the Charter Price in US Dollars unless otherwise agreed in writing.

7.5 Unless expressly included, the price does not include:

7.5.1 Any taxes levies or charges (including without limitation taxes and customs duties) assessed or imposed by any taxing authority, airport or air navigation authority on or in connection with the performance of the Schedule;

7.5.2 The cost of any licenses or authorizations specifically required for the Schedule;

7.5.3 Any charges connected with airport Client charges;

7.5.4 Any airport security charges;

7.5.5 Any meals or catering charges.

7.6 The Charter Price is based on aviation fuel costs calculated on the Booking Date. If, for any reason whatsoever there shall be any increase in the cost of aviation fuel between the Booking Date and the date of operation of any Flight, then the Client shall, if so required by the Carrier, pay Flightserve on demand such amount as shall fully compensate the Carrier for such increase in costs.

7.7 No set-off or counterclaim (whether arising in respect of an Agreement or any other carriage) shall entitle the Client to withhold payment of any sums whatsoever payable under or by reason of an Agreement.

7.8 Flightserve offers www.Flightserveusa.com and www.Flightserveusa.co.uk as an Aircraft charter booking platform and Flightserve acts as a facilitator for Carriers.

7.9 Unless agreed in advance of the Flight, Wi-Fi charges are not included within the Charter Price. Any charges by the Carrier for Wi-Fi used, that was not included in the Charter Agreement will be passed onto the Client to be paid on receipt of invoice.

8. TERMINATION

8.1 Either party may terminate the Charter Agreement by written notice to the other at any time before the time specified for commencement of the Schedule.

8.2 In the event that Client (i) breaches any provisions of this Agreement, (ii) becomes insolvent or bankrupt or commits any act of bankruptcy or enters into agreement with his creditors or if being a company it goes into liquidation (except for the purpose of reorganization, merger or acquisition), or (iii) behaves in a manner which in the reasonable opinion of Flightserve is likely to bring Flightserve into disrepute or otherwise to compromise or adversely affect the reputation and



standing of Flightserve, Flightserve USA shall have the right immediately to cancel this Agreement and, in the event that the flight(s) has commenced, to terminate such flight(s) without liability to the Client, to retain all such monies as have been paid by the Client and to demand all other monies due under the terms of the Agreement, regardless of cancellation.

8.3 Neither the payment of the Charter Price nor the termination of the Agreement for any of the aforesaid reason shall affect Flightserve USA's right to recover damages from the Client.

8.4 The Client shall be liable to pay cancellation charges as if notice of cancellation had been received on the date of termination together with such part of the Charter Price as is referable to any part of the Schedule which has been performed and all expenses whatever connected with it.

8.5 The conditions of the Carrier shall apply to any termination of this Agreement or a Charter Agreement. Client shall receive the Carrier's conditions prior to the applicable Flight.

9. GENERAL

9.1 Waiver. The failure by either Party to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

9.2 Assignment. The Client shall not be entitled to assign the benefit of this Agreement nor any of the rights, interests or obligations hereunder to any other person without the consent in writing of Flightserve USA; provided, however, that a Party may (i) assign this Agreement to any entity that acquires all or substantially all of such Party's assets or its business that is the subject hereof, or (ii) upon written notice to the other Party, assign this Agreement to any entity that is owned by such Party; provided further, that Flightserve USA may procure the various performances of Flightserve's obligations hereunder by some other person.

9.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any action arising under this Agreement, the venue of such action shall lie exclusively within the state courts of Florida located in Miami-Dade County, Florida, and the parties hereto specifically waive any other jurisdiction and venue. without regard to its conflict of laws provisions.

9.4 Severability. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

9.5 Interpretation and Headings. Words and expressions defined in this Agreement shall have the same meaning in these Conditions. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.6 No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights upon any person other than the Parties.



9.7 Headings. The Paragraph and Section headings in this Agreement are for convenience only and shall not be used in the interpretation nor considered part of this Agreement.

9.8 Entire Agreement and Effect. This Agreement, including all Schedules and Exhibits, and the Gift Agreement constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. In the event of any conflict between this Agreement (or any portion thereof) and the Gift Agreement or any other Agreement entered into between the Parties, the terms of this Agreement shall prevail.

9.9 Amendments/Modification. This Agreement may not be amended or modified except by written document signed by both Parties.

9.10 Notices. All notices, requests, or offers required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, or by recognized overnight delivery service with signature required (*e.g.*, FedEx, UPS) addressed as follows:

Flightserve USA
200 S Biscayne Blvd, Suite 2790
Miami, FL 33131

10. ADDITIONAL CONDITIONS FOR SUBSCRIPTIONS

10.1 Additional Definitions. In these Conditions:

“Subscription” means the subscription for Services as set forth on the applicable Subscription Form.

“Subscription Term” means the period during which Client has agreed to these Conditions as forth on a Subscription Form or otherwise.

10.2 Subscription Accounts. In order to commence a Subscription, Client must register for an account with Flightserve USA (the “Account”) and provide certain information about Client as required in the Subscription Form. Client represents and warrants that all required registration information that Client submits is truthful and accurate, and that Client will maintain the accuracy of such information. Without limiting the generality of the foregoing, Client agrees to provide Flightserve USA with proper identification documents (including copies of IDs, passports or driver’s licenses) which Flightserve USA may request from Client from time to time for the purposes of verifying Client’s identity.

10.3 Subscription Billing, Plan Modifications and Payments. Unless otherwise indicated on a subscription form referencing these Conditions (“Subscription Form”), all charges associated with Client’s access to and use of the Services (“Subscription Charges”) are due in full upon commencement of Client’s Subscription Term. If Client fails to pay Client’s Subscription Charges or charges for other services indicated on any Form referencing these Terms within ten (10) business days of Flightserve USA’s notice to Client that payment is due or delinquent, or if Client does not



update payment information upon Flightserve USA's request, in addition to other remedies, Flightserve USA may suspend or terminate access to and use of the Services by Client.

10.4 Taxes. Unless otherwise stated, Flightserve USA's charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). Client is responsible for paying Taxes and Flightserve will invoice Client for such Taxes if Flightserve USA believes that Flightserve USA has a legal obligation to do so and Client agrees to pay such Taxes if so invoiced.

10.5 Renewability. Unless Client (i) elects to opt out of automatic renewability of the Subscription on a Subscription Form or (ii) terminates the Account or Subscription pursuant to Section 10.5 hereof, Client's Subscription will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Subscription Form, the Subscription Charges applicable to Client's Subscription for any such subsequent Subscription Term shall be Flightserve USA's standard Subscription Charges for the Service to which Client has subscribed as of the time such subsequent Subscription Term commences. Flightserve shall send Client, on or about 60 days prior to expiration of the Subscription Term, a notice of renewal setting forth the Subscription Price for the Subsequent Term.

10.6 Cancellation and Termination of Subscription. Unless otherwise indicated on a Subscription Form, Client or Flightserve may elect to terminate the Account and Subscription as of the end of Client's then current Subscription Term by providing notice, in accordance with these Conditions, on or prior to the date thirty (30) days preceding the end of such Subscription Term.

10.6.1 No refunds or credits for Subscription Charges or other fees or payments will be provided to Client if Client elects to terminate the Subscription or cancel the Account prior to the end of the then effective Subscription Term.

10.6.2 If Client terminates the Subscription or cancels the Account prior to the end of the then effective Subscription Term or Flightserve USA effects such termination or cancellation pursuant to these Conditions, in addition to other amounts Client may owe, Client must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term.

10.6.3 Flightserve USA reserves the right to modify, suspend or terminate the Service (or any part thereof), the Account or Client's rights to access and use the Service if Flightserve USA believes that Client has violated these Terms. Flightserve USA shall not be liable to Client or any other third party for any such modification, suspension or discontinuation of Client's rights to access and use the Services.