Membership Terms and Conditions

Household and Business Memberships | Operated by Citizen Air LLC
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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ENROLLING IN OR USING SOUNDPASS. BY ENROLLING, COMPLETING THE ENROLLMENT PROCESS, DESIGNATING TRAVELERS, OR USING ANY PROGRAM BENEFIT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY, INCLUDING THE CITIZEN AIR CHARTER TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN SECTION 2. IF YOU ENROLL ON BEHALF OF AN ORGANIZATION, YOU AGREE TO THESE TERMS ON ITS BEHALF AND ON BEHALF OF ALL OF ITS AUTHORIZED TRAVELERS. SOUNDPASS SEATS ARE SOLD AS PUBLIC CHARTERS UNDER 14 C.F.R. PART 380. SECTION 5 SETS OUT YOUR RIGHTS AS A CHARTER PARTICIPANT, INCLUDING THE ESCROW OF YOUR PAYMENTS AND YOUR RIGHTS TO REFUNDS. WHERE ANYTHING ELSE IN THESE TERMS CONFLICTS WITH SECTION 5, SECTION 5 CONTROLS.

How this document is organized

Part I applies to every SoundPass membership. Part II contains two schedules covering the terms that differ by tier: Schedule A for Household Memberships and Schedule B for Business Memberships. Read Part I together with the schedule for your tier. Where a schedule conflicts with Part I, the schedule controls for that tier, except that Section 5 controls over both.

All pricing, including membership fees, per-seat charges, and published charter rates, is set out on the SoundPass Platform at soundpass.flycitizenair.com and is not restated in this document.

Section 1. Definitions

1.1 Capitalized terms not defined below have the meanings given them by context or in the schedule for the applicable tier.

"Citizen Air" means Citizen Air LLC, a Washington limited liability company, 1402 Fairchild Airport Road, Port Angeles, Washington 98363, and its successors and permitted assigns. Citizen Air acts both as Charter Operator and as Direct Air Carrier, as described in Section 5.1.

"SoundPass" means the membership-based regional private aviation program operated by Citizen Air and described in these Terms.

"Member" means the individual or organization enrolled in a SoundPass Membership whose account is in good standing. Schedule A and Schedule B describe who may be a Member in each tier.

"Traveler" means any individual authorized on a Member's account to book and take SoundPass flights.

"Platform" means the SoundPass web application, mobile application, and any other interface through which Members and Travelers access the program, book flights, and manage accounts. Published pricing, available airports, and program features live on the Platform.

"Public Charter" means a charter sold to the public under 14 C.F.R. Part 380.

"Charter Operator" means Citizen Air in its capacity as the operator selling Public Charter seats to Charter Participants.

"Direct Air Carrier" means Citizen Air in its capacity as the holder of FAA Part 135 Air Carrier Certificate No. RTEA813H, which performs the flight.

"Charter Participant" means a Member or Traveler holding a confirmed seat on a Public Charter flight. Every reference in these Terms to a Member or Traveler who has received a Booking Confirmation is also a reference to that person as a Charter Participant.

"Escrow Account" means the segregated escrow depository account described in Section 5.3, maintained at the Depository Bank in the name of Avitrust Partners LLC as Escrow Agent for Citizen Air, LLC.

"Escrow Agent" means Avitrust Partners LLC, 2021 Filmore Street, Suite 2700, San Francisco, California 94115.

"Depository Bank" means The Huntington National Bank, 41 South High Street, Columbus, Ohio 43215, a bank insured by the Federal Deposit Insurance Corporation.

"Security Agreement" means the surety bond, surety trust agreement, or bank arrangement furnished by the Charter Operator under 14 C.F.R. 380.34, identified in Section 5.5.

"Major Change" has the meaning given in Section 5.9.

"Aircraft Class" means either of the two classes in which SoundPass flights are sold, Utility or High-Performance. Members book an Aircraft Class, not a particular aircraft or tail number. Citizen Air assigns the aircraft under Section 9.5.

"Utility Aircraft" means a piston or turboprop aircraft designated by Citizen Air on the Platform as belonging to the Utility class.

"High-Performance Aircraft" means a turbine or jet aircraft designated by Citizen Air on the Platform as belonging to the High-Performance class.

"Per-Seat Charge" means the per-seat fee for the Aircraft Class booked, as published on the Platform at the time of booking. Citizen Air publishes one Per-Seat Charge for Utility Aircraft and one for High-Performance Aircraft.

"Flight Share Price" means the amount payable by a Charter Participant for a given flight, determined under Section 4.2. For an Initiating Member it begins at three times the Per-Seat Charge and falls by one Per-Seat Charge for each additional confirmed seat, never below one Per-Seat Charge. For every other Traveler it is a single Per-Seat Charge, fixed at booking.

"Spot Charter Price" means the then-current published charter price for the full aircraft on the applicable route, as listed on the Platform.

"Flight Credit" means a monetary credit on a Member's account usable toward Flight Share Price charges. Flight Credits have no cash value.

"Booking Confirmation" means a written confirmation of a reserved seat issued by Citizen Air through the Platform or by email. The Booking Confirmation is the operator-participant contract for that flight and carries the flight-specific disclosures listed in Section 5.2.

"Released Seat" means a seat that the Initiating Member has made available on the Platform for booking by other Members and Travelers. An Initiating Member purchases all seats on the three-seat basis and chooses whether to release the seats that Member is not using.

"Initiating Member" means the Member who books the first confirmed seat on a flight, whether Member-initiated or Citizen Air-scheduled. The Initiating Member charters the whole aircraft and is priced as described in Section 4.2. No other Traveler becomes the Initiating Member after a Booking Confirmation has been issued.

"No-Show" means a Traveler's failure to appear at the departure airport by the required boarding time without a prior valid cancellation.

"Charter Terms" means the Citizen Air Charter Quote Terms & Conditions then in effect, as published by Citizen Air and incorporated into these Terms under Section 2.

"Force Majeure Event" has the meaning given in the Charter Terms, and includes any weather event affecting the safety of flight.

"FAR Part 135" means 14 C.F.R. Part 135.

Section 2. Relationship to the Citizen Air Charter Terms

2.1 Incorporation by reference. The Charter Terms are incorporated into these Terms by reference and apply to every SoundPass flight and to every Member and Traveler as if each were a Customer under the Charter Terms. Enrollment in SoundPass constitutes acceptance of the Charter Terms. The current Charter Terms are available at soundpass.flycitizenair.com and on request.

2.2 Matters governed by the Charter Terms. The Charter Terms govern, and these Terms do not separately restate, the following: passenger conduct and compliance with crew instructions; aircraft damage; baggage capacity, handling, and claims; carriage of pets; firearms and weapons; hazardous materials; illegal drugs, contraband, and prohibited activities; smoking and vaping; Wi-Fi availability; documentation, identification, and security screening; travel by minors; FBO selection and non-preferred FBO surcharges; Additional Expenses; taxes, Federal Excise Tax, and segment fees; operational control and the authority of the Pilot-in-Command; insurance and certificates of insurance; confidentiality of Customer information; representations regarding restricted and sanctioned parties; and prohibited resale of transportation.

2.3 Order of precedence. Section 5 controls over every other provision of these Terms and over the Charter Terms. Subject to Section 5, if a provision of these Terms conflicts with the Charter Terms on a matter specific to SoundPass membership, including membership fees, Flight Credits, Flight Share Price mechanics, booking and payment timing, cancellation windows, and termination of membership, these Terms control. On all other matters the Charter Terms control.

2.4 Changes to the Charter Terms. Citizen Air may revise the Charter Terms from time to time. The version in effect on the date a Booking Confirmation is issued applies to that flight.

Section 3. Enrollment, Eligibility, and Travelers

3.1 Tier-specific eligibility requirements are set out in Schedule A and Schedule B. Enrollment constitutes an offer to enter into a membership agreement on these Terms. Citizen Air may accept or decline any enrollment application in its sole discretion without stating a reason.

3.2 Enrollment is complete only upon submission of all required enrollment information through the Platform, provision of an approved payment arrangement, acceptance of these Terms, and issuance of a written enrollment confirmation by Citizen Air.

3.3 Citizen Air may require verification of identity, residency, legal status, authority, or financial standing at any time. Failure to satisfy a verification request may result in suspension or termination of the Membership.

3.4 Memberships are non-transferable and may not be sold, assigned, or otherwise conveyed without Citizen Air's prior written consent. This does not limit a Charter Participant's right under Section 5.7 to provide a substitute participant for a booked seat.

3.5 Travelers. A Member may designate Travelers on its account, subject to any limits published on the Platform. The Member is responsible for ensuring that every Traveler is aware of and complies with these Terms and the Charter Terms. Any act or omission by a Traveler that would breach these Terms if committed by the Member is deemed a breach by the Member. The Member remains responsible for all charges, penalties, and liabilities arising from Traveler activity on the account.

3.6 Minors. A Traveler under the age of eighteen (18) may travel on a SoundPass flight, with or without a parent or legal guardian, on the same basis as on any Citizen Air charter. Travel by minors is governed by the Charter Terms, which require that written permission from any non-traveling parent or legal guardian be presented before departure and which set out the consequences of failing to present it. The Member on whose account a minor Traveler is designated is responsible for that minor at all times, including for presenting the required documentation, for arrangements to accompany the minor to and from the aircraft at each airport, and for the minor's conduct on board. Citizen Air does not provide supervision, escort, or handoff services for minors and does not hold itself out as offering an unaccompanied minor program. Citizen Air may decline to carry a minor on a particular flight where, in the judgment of Citizen Air or the Pilot-in-Command, carriage would not be appropriate in the circumstances.

Section 4. The Program and How Flights Are Priced

4.1 Overview. SoundPass provides Members and Travelers with per-seat access to regional private aviation services operated by Citizen Air. Flights may be initiated by a Member through the Platform or scheduled by Citizen Air and offered to Members. In either case, available seats are offered to other SoundPass Members and the Flight Share Price adjusts as bookings are added.

4.2 How cost is calculated. SoundPass does not divide the cost of a flight equally among the Travelers on it. All SoundPass pricing is built on a three-seat basis, whatever aircraft is later assigned. The Member who books the first confirmed seat on a flight is the Initiating Member. That Member's price is three times the Per-Seat Charge for the Aircraft Class booked: three times the published Utility per-seat charge for a Utility flight, or three times the published High-Performance per-seat charge for a High-Performance flight. That figure is the most the Initiating Member can be charged for the flight and is stated in that Member's Booking Confirmation. Every additional Traveler who books a confirmed seat on the same flight pays one Per-Seat Charge for that class and nothing more. For each additional confirmed seat, the Initiating Member's price is reduced by one Per-Seat Charge, subject to the floor in the next paragraph. The Initiating Member therefore carries the cost of the unbooked seats on the three-seat basis.

The ceiling and the floor. An Initiating Member never pays more than three Per-Seat Charges and never pays less than one. Once the Initiating Member reaches one Per-Seat Charge, further bookings do not reduce that Member's price any further. Every Traveler on a flight therefore pays at least one Per-Seat Charge, and no Traveler ever flies at no charge.

Worked example. A Member books a Utility flight and becomes the Initiating Member, at three times the published Utility per-seat charge. A second Traveler books, pays one per-seat charge, and the Initiating Member's price falls to two. A third books, pays one, and the Initiating Member's price falls to one, which is the floor. If Citizen Air assigns a larger aircraft under Section 9.5 and a fourth Traveler books, the fourth pays one per-seat charge and the Initiating Member stays at one. From that point every Traveler on the flight, including the Initiating Member, pays a single per-seat charge.

How the price moves. Once a Booking Confirmation is issued to a Traveler who is not the Initiating Member, that Traveler's price is fixed at one Per-Seat Charge and cannot be increased for any reason. The Initiating Member's price moves only between three Per-Seat Charges and one, and never rises above the figure stated in that Member's Booking Confirmation. If an additional Traveler cancels, fails to appear, or is removed and the seat is not refilled, the reduction attributable to that seat is withdrawn and the Initiating Member's price returns toward, but never above, that stated figure. Any cancellation or No-Show penalty Citizen Air recovers in respect of that seat is applied to reduce the amount so restored, so that Citizen Air is not paid twice for the same seat. If the Initiating Member cancels, no other Traveler becomes the Initiating Member and no other Traveler's price increases; Citizen Air may operate the flight with the Travelers then confirmed or cancel it under Section 5.8.

4.3 Spot Charter Price cap. No Charter Participant's Flight Share Price for a flight will ever exceed the then-current Spot Charter Price for the full aircraft on that route. In practice the cap bites on the Initiating Member: if three times the Per-Seat Charge would exceed the Spot Charter Price, the Initiating Member's price is reduced to the Spot Charter Price before any reduction for additional seats is applied. The cap is tested against the Spot Charter Price for the aircraft assigned to the flight at the time of booking. If Citizen Air later assigns a larger or more capable aircraft under Section 9.5, the cap is not increased and no Charter Participant's price rises as a result. The cap is applied at the time of each booking and again at capture.

4.4 Releasing seats for sharing. An Initiating Member purchases all seats on the three-seat basis described in Section 4.2 and chooses whether to release the seats that Member is not using so that other Members and Travelers may book them. Releasing seats is how the reduction in Section 4.2 is earned: a Member who releases seats pays less as those seats are booked, and a Member who releases none pays three Per-Seat Charges. Sharing is the ordinary way the program is used and is how a Member lowers what they pay, but it is a choice rather than a condition of Membership. An Initiating Member may release seats at any time before departure, and the reduction applies as each Released Seat is booked. An Initiating Member may not withdraw a Released Seat once another Traveler holds a confirmed seat on it. Citizen Air does not guarantee that any Released Seat will be booked or that any reduction will be achieved. Every SoundPass flight is sold as a Public Charter under Section 5 whether or not any seat is released.

4.5 Joiners. There is no cutoff after which new Travelers may not book a Released Seat. A new Traveler may join at any point before departure, including after the capture point described in Section 6.4, in which case the Initiating Member is refunded or credited under Section 6.5. No Traveler may join after the scheduled departure time, and every Flight Share Price is final once the aircraft departs. A reduction in the Initiating Member's price is not a Major Change under Section 5.9, and no Charter Participant's price is ever increased above the amount stated in that Participant's Booking Confirmation.

4.6 Regulatory basis. SoundPass seats are sold as Public Charters under 14 C.F.R. Part 380, and all SoundPass flights are performed exclusively under FAR Part 135. No SoundPass flight is operated under Part 91. Section 5 sets out the consequences of Public Charter status for Charter Participants.

4.7 Geographic scope. SoundPass flights serve airports within seventy-five (75) nautical miles of William R. Fairchild International Airport (KCLM) and any additional airports listed on the Platform. Citizen Air may update the list of available airports at any time, subject to Section 5.9.

4.8 No guarantee of availability. Membership does not guarantee flight availability on any route, date, or time. Availability is subject to aircraft and crew scheduling, weather, maintenance, regulatory requirements, and other operational factors. A booking is not confirmed until Citizen Air issues a Booking Confirmation. Verbal representations and preliminary scheduling discussions do not create a confirmed booking, and a confirmed booking remains subject to cancellation, modification, delay, or substitution under Sections 5 and 8.

4.9 Program modifications. Program features, benefits, pricing, and structure may be modified, expanded, reduced, or discontinued as provided in Section 12, subject to Section 5.

4.10 What a Member books, and the three-seat pricing basis. Members book an Aircraft Class, Utility or High-Performance, and a routing, date, and time. Members do not book a particular aircraft or tail number. Citizen Air assigns the aircraft under Section 9.5. All SoundPass pricing uses a three-seat basis: the Initiating Member's price is three Per-Seat Charges and each additional Traveler pays one, regardless of how many seats the assigned aircraft actually has. The three-seat basis is a pricing convention and is not a representation about the capacity of the assigned aircraft. The capacity actually available on a given flight depends on the aircraft assigned and on applicable weight and balance limits, and is stated in the Booking Confirmation.

4.11 Traveler preferences. The Platform allows a Member to record preferences about who is seated on that Member's flights, including a list of preferred Travelers and a list of Travelers with whom the Member would rather not be seated. The following apply to every such preference.

(a) A preference affects seat matching only. It is not a refusal of transportation. A Traveler who is not matched to a particular flight remains free to book any other SoundPass flight, including one that Traveler initiates, on the same terms as any other Member, and the preference has no effect on that Traveler's Membership, pricing, or standing.

(b) Citizen Air does not tell any Traveler that another Member has recorded a preference concerning them, and does not disclose the contents of a Member's preference lists to other Members or Travelers.

(c) Citizen Air may decline to apply, or may remove, any preference that in Citizen Air's judgment is abusive, is being used to harass, or would result in unlawful discrimination. Citizen Air will not apply a preference in any manner inconsistent with its obligations as an air carrier under applicable law.

(d) Preferences do not override Citizen Air's operational control, any obligation under Section 5, or the substitution right in Section 5.7. A recorded preference never reduces the refund described in Section 5.7. Where a Charter Participant provides a substitute who meets the requirements of Section 5.7 and seating that substitute would conflict with a recorded preference, Citizen Air may decline the substitute and fill the seat itself, and the canceling Charter Participant still receives the full refund less the administrative fee.

(e) Preference lists are personal information and are handled under Section 13. A Member may review, change, or delete that Member's preferences through the Platform at any time.

(f) Nothing in this Section affects Citizen Air's obligations to accept a service animal, or to accommodate a Traveler with a disability, under 14 C.F.R. Part 382 and other applicable law. A preference recorded by one Member does not entitle that Member to exclude a service animal, to exclude a Traveler because that Traveler travels with a service animal or uses a mobility or other assistive device, or to require the removal of a Traveler with a disability from a flight.

4.12 Membership benefits. Beyond access to the program described in these Terms, Citizen Air offers Members benefits that are published on the Platform. Citizen Air does not list them here, because they are expected to change as the program grows.

(a) The benefits published on the Platform, and any conditions attached to them, are incorporated into these Terms by reference and form part of the Membership. Citizen Air may add, change, or withdraw a benefit as provided in Section 12, and the benefits published at the time a booking is confirmed are the benefits that apply to that booking. No change to the published benefits affects a booking already confirmed.

(b) Benefits are available only while a Membership is active and in good standing. They are personal to the Member and that Member's designated Travelers, are not transferable, and have no cash value. Unless the published conditions of a benefit say otherwise, benefits do not combine with one another or with any other discount, credit, or promotional rate.

(c) Some benefits apply to Citizen Air services other than SoundPass flights, including discounts on charter. Where a Member uses such a benefit, that service is provided under the Charter Terms and not under these Terms. A discounted charter booked with a Membership benefit is an ordinary charter: it is not a Public Charter, the payment is not held in the Escrow Account, and it does not carry the Charter Participant protections in Section 5. Citizen Air will make that distinction clear at the point of booking.

(d) No benefit reduces, and no condition attached to a benefit may reduce, any right a Charter Participant has under Section 5 or under 14 C.F.R. Part 380.

Section 5. Public Charter Status, Escrow, and Charter Participant Protections

5.1 Public Charter status and parties. SoundPass seats are sold as Public Charters under 14 C.F.R. Part 380. Citizen Air LLC, 1402 Fairchild Airport Road, Port Angeles, Washington 98363, is the Charter Operator. Citizen Air LLC, holder of FAA Part 135 Air Carrier Certificate No. RTEA813H, is the Direct Air Carrier for every SoundPass flight. A Member or Traveler holding a confirmed seat is a Charter Participant and has the rights set out in this Section 5.

5.2 The operator-participant contract. For each flight, the operator-participant contract required by 14 C.F.R. Part 380 consists of these Terms, including the applicable Schedule, together with the Booking Confirmation for that flight. A Charter Participant may retain a copy of these Terms at any time from the Platform, and Citizen Air sends the Booking Confirmation in a form the Charter Participant can retain. The Booking Confirmation states the name of the Direct Air Carrier, the dollar amounts of that carrier's liability limitations for a Charter Participant's baggage, the Aircraft Class booked, the type and capacity of the aircraft assigned or, where an aircraft has not yet been assigned at booking, the aircraft types operated in the Aircraft Class booked and the minimum capacity, followed by notice of the type and capacity of the assigned aircraft as provided in Section 9.5(e), the conditions governing aircraft and equipment substitution set out in Section 9.5, the dates of the outbound and any return flight, the origin and destination of each flight leg, and the amount and schedule of payments.

5.3 Escrow of Charter Participant funds. All payments made by Charter Participants for Public Charter air transportation are deposited into the Escrow Account, a segregated escrow depository account held at The Huntington National Bank, 41 South High Street, Columbus, Ohio 43215, in the name of Avitrust Partners LLC as Escrow Agent for Citizen Air, LLC, and administered by the Escrow Agent, Avitrust Partners LLC, 2021 Filmore Street, Suite 2700, San Francisco, California 94115. All checks, money orders, and credit card drafts for Public Charter air transportation must be made payable to the Escrow Account at the Depository Bank. Where payment is made by credit card through the Platform, the merchant account operates solely as a conduit: the full amount of each Charter Participant payment is remitted immediately to the Escrow Account without holdback or retention of any portion, except the credit card company's usual commission not exceeding three percent (3%). Where a seat is sold through a retail travel agent, the agent must in turn make its check payable to the Escrow Account at the Depository Bank.

5.4 Citizen Air receives no payment until the charter is completed. Funds in the Escrow Account are held for the benefit of Charter Participants. They are not Citizen Air's property and are not available to Citizen Air for general corporate purposes. Citizen Air has elected the arrangement described in 14 C.F.R. 298.38(b): the Escrow Agent and the Depository Bank retain control of and responsibility for all Charter Participant funds intended for payment for air transportation until after the charter has been completed, notwithstanding any provision of 14 C.F.R. Part 380 that would otherwise permit an earlier release. Before completion, funds leave the Escrow Account only to reimburse Citizen Air for refunds it has already made to Charter Participants, and to make refunds directly to Charter Participants. The Depository Bank maintains a separate accounting for each charter group.

5.5 Security Agreement. In addition to the Escrow Account, the Charter Operator maintains a Security Agreement under 14 C.F.R. 380.34(b)(1) in the form of Irrevocable Standby Letter of Credit No. 1264, dated May 29, 2026, in the amount of Two Hundred Thousand Dollars ($200,000.00), issued by First Resource Bank, 1946 Washington Avenue South, Stillwater, Minnesota 55082, a bank insured by the Federal Deposit Insurance Corporation. The letter of credit is issued in favor of the United States Department of Transportation on behalf of Public Charter participants. The issuing bank has undertaken that, in the event the other provisions of the letter of credit do not provide protection comparable to that provided under a bond in the form of Appendix A to 14 C.F.R. Part 380, it assumes for the benefit of Charter Participants all the liabilities it would have had if it had entered into that bond. Unless a Charter Participant files a claim with Citizen Air or, if Citizen Air is unavailable, with First Resource Bank at the address above, within sixty (60) days after termination of the charter, the issuer of the Security Agreement is released from all liability under it to that Charter Participant. Termination means the date of arrival, or in the case of a canceled charter the intended date of arrival, of the return flight. Where a Charter Participant's itinerary has no return flight, termination means the date or intended date of departure of the last flight in that itinerary.

5.6 Refund timing. Every refund required by this Section 5 is made within fourteen (14) days after the cancellation, substitution, or rejection giving rise to it. Notices and refunds required by Part 380 are treated as made when they are mailed or sent by an equivalent method. To request a refund under this Section 5, a Charter Participant uses the cancellation or substitution function on the Platform or emails soundpass@flycitizenair.com, and Citizen Air confirms receipt in writing.

5.7 Substitution and cancellation by a Charter Participant. Notwithstanding the cancellation schedules in Schedule A and Schedule B, a Charter Participant who wishes to cancel a confirmed seat and who provides a substitute participant who meets the requirements for a Traveler under these Terms, or for whom Citizen Air finds a substitute participant, will receive a full refund of the amounts paid for that seat, less an administrative fee not exceeding twenty-five dollars ($25.00). Where this Section applies, no cancellation penalty under Schedule A or Schedule B is charged, and any cancellation penalty already charged is refunded. For seats sold by credit card, a Charter Participant has the right to a full refund until an operator-participant contract is signed. Apart from the rights in this Section 5, the right to a refund if a Charter Participant changes plans is limited as described in Schedule A and Schedule B.

5.8 Cancellation by the Charter Operator. Citizen Air will not cancel a Public Charter fewer than ten (10) days before the scheduled departure date, except in circumstances that make it physically impossible to perform the charter. If a charter is canceled ten (10) or more days before the scheduled departure date, Citizen Air will notify each affected Charter Participant in writing within seven (7) days after the cancellation and in any event at least ten (10) days before scheduled departure. If a charter is canceled fewer than ten (10) days before departure, Citizen Air will get the notice to each affected Charter Participant as soon as possible. Where a charter is canceled, a refund of the amounts paid will be made to each affected Charter Participant within fourteen (14) days after the cancellation.

5.9 Major Change defined. A "Major Change" means any of the following: a change in the departure or return date shown in the operator-participant contract, unless the change results from a flight delay, provided that a date change Citizen Air knows of more than two (2) days before the scheduled flight date, and any delay of more than forty-eight (48) hours, is in any event a Major Change; a change in the origin or destination city shown in the operator-participant contract for any flight leg; the substitution of any hotel not named in the operator-participant contract; or a price increase to the Charter Participant occurring ten (10) or more days before departure that results in an aggregate price increase of more than ten percent (10%). Citizen Air will not increase the price to any Charter Participant fewer than ten (10) days before departure.

5.10 Notice of a Major Change, and the resulting rights. If Citizen Air knows of a Major Change ten (10) or more days before scheduled departure, it will notify each affected Charter Participant within seven (7) days after first knowing of it and in any event at least ten (10) days before scheduled departure. If Citizen Air first knows of a Major Change fewer than ten (10) days before scheduled departure, it will get the notice to each affected Charter Participant as soon as possible. Every such notice will describe these refund rights and, where applicable, will state that acceptance of a refund constitutes a waiver of other legal rights.

(a) BEFORE DEPARTURE. Within seven (7) days after receiving a pre-departure notice of a Major Change, but in no event later than departure, a Charter Participant may cancel and will be sent a full refund within fourteen (14) days after canceling.

(b) AFTER DEPARTURE. On a post-departure notice of a Major Change, a Charter Participant may reject the substituted hotel or the changed date, origin, or destination of a flight leg, and will be sent, within fourteen (14) days after the return date named in the operator-participant contract, a refund of the portion of the payment allocable to the air transportation or accommodations not provided.

5.11 International flights. On any flight with an ultimate destination or stop outside the country of departure, additional restrictions may be imposed by the foreign government involved. If landing rights are denied by a foreign government, the flight will be canceled and a full refund made to each affected Charter Participant.

5.12 Rights are cumulative. The rights and remedies set out in this Section 5, including the procedures for Major Changes, are in addition to any other rights or remedies available to a Charter Participant under applicable law, although Citizen Air may condition a refund on the Charter Participant's waiver of additional remedies.

5.13 Charter Operator as principal. Citizen Air, as Charter Operator, is the principal and is responsible to Charter Participants for all services and accommodations offered in connection with a Public Charter. Citizen Air, unless negligent, is not responsible for personal injury or property damage caused by any direct air carrier, hotel, or other supplier of services in connection with the charter.

5.14 Trip cancellation, health, and accident insurance. Trip cancellation, health, and accident insurance is available. The Platform provides a space at booking that a Charter Participant may check to indicate that they wish to be furnished details of that insurance, and Citizen Air will furnish those details to any Charter Participant who checks it or who asks at the addresses in Section 15.1.

5.15 Bookings made by telephone. Citizen Air will not accept payment from or on behalf of a prospective Charter Participant unless that person has first agreed to these Terms together with the Booking Confirmation, except on a booking made by telephone and paid by credit card. On any such telephone booking Citizen Air will advise the customer, before taking payment, that the customer has the right to receive the operator-participant contract before making a booking, that Citizen Air will send it within twenty-four (24) hours of accepting payment by credit card, and that it must be accepted and returned to Citizen Air before travel. A full refund of any amount charged to a credit card will be made to any Charter Participant who cancels before the operator-participant contract is accepted. Where a Member pays for a group traveling together, that Member may accept the operator-participant contract on behalf of the group.

5.16 If no seat is available. If no seat is available on the flight a Charter Participant booked, or on any specific alternative flight that Participant requested, Citizen Air will return the whole of that Participant's payment within seven (7) days after receiving it. A Charter Participant may instead authorize Citizen Air, by the means provided on the Platform for that purpose, to hold the payment while Citizen Air attempts to make other arrangements. Where Citizen Air holds a payment on that authority, it will notify the Charter Participant within seven (7) days after receiving the payment and in any event no later than the scheduled departure.

5.17 This Section controls. Where any other provision of these Terms, including Schedule A, Schedule B, or the Charter Terms, is inconsistent with this Section 5 or with the Charter Participant protections required by 14 C.F.R. Part 380, this Section 5 and Part 380 control.

Section 6. Booking, Billing, and Payment Mechanics

6.1 Booking. Members and authorized Travelers may request bookings through the Platform for both Member-initiated and Citizen Air-scheduled flights. Bookings are subject to real-time availability and are

not complete until a Booking Confirmation is issued. Traveler names and required identification information must be submitted through the Platform at booking and no later than forty-eight (48) hours before scheduled departure for domestic flights. Incomplete or inaccurate passenger information may result in denial of boarding without refund or credit, subject to Section 5.

6.2 Billing arrangement. The billing arrangement for each tier, including whether charges are processed to a credit card or issued on invoice, is set out in the applicable schedule. A valid credit card must be maintained on file at all times under both tiers. All amounts paid for Public Charter air transportation are handled through the Escrow Account as described in Section 5.3, whichever billing arrangement applies.

6.3 Authorization holds. Where a tier uses credit card billing, Citizen Air places an authorization hold on the card on file at the time a Booking Confirmation is issued. For an Initiating Member the hold is for the full aircraft price under Section 4.2. For every other Traveler the hold is for a single Per-Seat Charge. Flight Credits are applied first, and the hold covers only the remaining cash portion. A hold reserves funds and is not a charge, and no Charter Participant funds move to any account while a hold is in place. If the hold cannot be placed, the booking may not be confirmed until a valid payment method is provided. As additional Travelers join, Citizen Air reduces the Initiating Member's hold in real time by one Per-Seat Charge per confirmed seat; other Travelers' holds do not change. Processing times for hold adjustments vary by financial institution.

6.4 Capture into escrow. One (1) hour before scheduled departure, the Flight Share Price is finalized for every confirmed Traveler. Where credit card billing applies, the authorization hold is converted to a charge at that amount and the full amount charged is remitted immediately to the Escrow Account under Section 5.3, without holdback or retention of any portion except the credit card company's usual commission not exceeding three percent (3%). Where invoice billing applies, the finalized amount is recorded, appears on the next invoice, and is deposited into the Escrow Account on payment. Capture does not transfer funds to Citizen Air; release from the Escrow Account is governed exclusively by Section 5.4.

6.5 Post-capture joiners. If a Traveler books a confirmed seat after capture, that Traveler pays a single Per-Seat Charge and the Initiating Member's price is reduced by one Per-Seat Charge. Citizen Air refunds that amount to the Initiating Member's original payment method, or credits it against that Member's next invoice, in either case within fourteen (14) days. Where Flight Credits were applied to the original charge, the corresponding amount is restored as Flight Credits. No other Traveler's price or payment changes.

6.6 No cash discount. SoundPass does not offer a cash discount. All amounts are charged at published SoundPass rates regardless of payment method. The three percent (3%) cash discount available under the Charter Terms does not apply to SoundPass bookings.

6.7 Taxes and Additional Expenses. Taxes, government fees, and Additional Expenses are governed by the Charter Terms and are charged in addition to Per-Seat Charges and membership fees. They are disclosed at or before booking where they can be anticipated and are itemized on the Member's account or invoice.

6.8 Authorization. By enrolling and providing a credit card, the Member authorizes Citizen Air to place authorization holds on and charge that card for membership fees, Flight Share Price charges, cancellation and No-Show penalties permitted by Section 5, Additional Expenses, and any other amount owed under these Terms, and authorizes the remittance of Public Charter air transportation payments to the Escrow Account.

6.9 Membership term, automatic renewal, and cancellation. A Membership is offered on a monthly or an annual term, or on an introductory term, as selected at enrollment and published on the Platform. When an introductory term ends, normal billing begins at the then-current published rates for the monthly or annual term the Member selected at enrollment, and Citizen Air states that rate in the disclosure required below. Each Membership renews automatically for successive terms of the same length, and the payment method on file is charged the then-current membership fee at the start of each renewal term, until the Member cancels. Before enrollment Citizen Air presents, clearly and conspicuously, the length of the renewal term, the amount that will be charged, how often it will be charged, and how to cancel, and obtains the Member's affirmative consent to those renewal terms separately from acceptance of these Terms as a whole. Citizen Air then sends a confirmation of enrollment restating those terms and the cancellation method. For an annual Membership, Citizen Air sends a renewal reminder not less than fifteen (15) days and not more than sixty (60) days before the renewal date, stating the renewal date, the amount to be charged, and how to cancel. A Member may cancel at any time through the Platform, in account settings, or by email to soundpass@flycitizenair.com, by a method no more burdensome than the method used to enroll. Cancellation takes effect at the end of the then-current term as provided in Section 11.1, and the membership fee for that term is not refunded except as provided in Section 8.12.

Section 7. Flight Credits

7.1 How Flight Credits arise. Flight Credits arise only in connection with cancellation penalties under Section 8 and as goodwill credits issued under Section 7.5. This is the same under both tiers. Membership fees under Schedule A and Schedule B are consideration for program access and are not converted into Flight Credits.

7.2 Application. Flight Credits may be applied toward Flight Share Price charges for any SoundPass flight and are applied before any card charge or invoice amount is assessed. A Member may apply credits at booking or allow them to accumulate. Where a Flight Credit is applied to a Public Charter booking, the amount applied is treated as a Charter Participant payment for air transportation and is handled through the Escrow Account under Section 5.3.

7.3 No cash value; no expiration. Flight Credits have no cash value and will not be redeemed for cash, refunded, or exchanged for any other form of value, except where a refund is required by Section 5. They do not expire while the Membership remains active and in good standing.

7.4 Non-transferability. Flight Credits are held at the account level and may not be transferred, sold, assigned, or gifted to another person or account except as Citizen Air permits in writing. Travelers on an account may use account credits to the extent the Member authorizes on the Platform.

7.5 Goodwill credits. Citizen Air may issue goodwill Flight Credits in its sole discretion in connection with service disruptions, goodwill resolutions, or promotional offers. Goodwill credits may carry additional terms stated at issuance. Issuing a goodwill credit creates no obligation to issue one in the future.

7.6 Adjustments and forfeiture. Citizen Air may adjust, correct, or reverse Flight Credits in the event of billing error, fraudulent activity, or breach of these Terms, and will give notice of any material adjustment. Unused Flight Credits are forfeited on cancellation or termination of the Membership, except as provided in Section 11.4. Forfeiture never applies to any amount that represents a Charter Participant payment for air transportation not yet flown; such amounts are held in the Escrow Account and refunded as required by Section 5.

Section 8. Cancellations, Changes, and No-Shows

8.1 This Section is subject to Section 5. Where Section 5 gives a Charter Participant a right to a refund or limits a penalty, Section 5 controls and the schedules in Part II apply only to the extent consistent with it. In particular, the substitution right in Section 5.7 displaces the cancellation penalties in Schedule A and Schedule B whenever a substitute participant is provided or found.

8.2 Program rollout flexibility. SoundPass is a new program. To the extent permitted by law and without compromising operational integrity, Citizen Air may apply this Section 8 with reasonable flexibility, waive penalties, issue goodwill credits, or make individual exceptions case by case. Any such accommodation is a courtesy, not a contractual right of the Member, and does not waive Citizen Air's right to enforce this Section in full in any other instance or establish any precedent. Nothing in this Section reduces any right required by Section 5.

8.3 Form of cancellation. A cancellation is valid only when confirmed in writing by Citizen Air through the Platform or by email confirmation to soundpass@flycitizenair.com. Verbal cancellations, voicemail messages, and text messages are not valid and will not be honored.

8.4 Cancellation windows. The cancellation windows and penalty percentages that apply to each tier are set out in Schedule A and Schedule B, and apply only where the substitution right in Section 5.7 has not been exercised.

8.5 How a cancellation is processed. On a valid cancellation, Citizen Air immediately releases any authorization hold. Because charges are not captured until one (1) hour before departure, a cancellation will normally result in a hold release rather than a card reversal. If cancellation occurs after capture, the applicable amount is refunded from the Escrow Account to the original payment method, or credited against the next invoice, within fourteen (14) days. Any cancellation penalty permitted after Section 5.7 has been applied is billed separately to the card on file

or added to the next invoice after the cancellation is processed, and is not offset against amounts previously captured.

8.6 Seat-fill offset and no double recovery. On receiving a valid cancellation notice, Citizen Air will make every reasonable effort to rebook the canceled seat to another SoundPass Member or Traveler. A successful rebooking is a substitution for the purposes of Section 5.7 and entitles the canceling Charter Participant to a full refund less the administrative fee described there. Where the seat is not refilled and Section 5.7 does not apply, the cancellation penalty in the applicable schedule stands, but the amount Citizen Air recovers under it is applied to reduce the amount restored to the Initiating Member's price under Section 4.2 for that same seat. Citizen Air will not collect both a cancellation penalty from the departing Traveler and the full restored price from the Initiating Member in respect of one vacated seat. Where a penalty has already been charged or invoiced and the seat is later refilled, Citizen Air refunds or credits the recovered amount up to the total penalty and reverses any associated Flight Credits proportionally.

8.7 Itinerary changes. Requests to change origin, destination, date, or time are subject to aircraft and crew availability and may result in a price adjustment. Change requests must be submitted through the Platform or in writing as early as possible. A change is not effective until Citizen Air issues a revised Booking Confirmation. A change initiated by Citizen Air may be a Major Change under Section 5.9, in which case Section 5.10 applies. Tier-specific change accommodations are set out in the applicable schedule.

8.8 No-Shows. A Traveler who fails to appear at the departure airport by the required boarding time without a prior valid cancellation is a No-Show and is treated as a cancellation within the shortest cancellation window for the applicable tier. On departure of the flight without the Traveler, Citizen Air captures or retains the hold for that Traveler's Flight Share Price as of departure and bills the full Flight Share Price as a No-Show penalty. No Flight Credit is issued for a No-Show penalty. The seat-fill offset in Section 8.6 and the substitution right in Section 5.7 apply. Repeated No-Shows may result in suspension or termination under Section 11.

8.9 Traveler delay. If a Traveler is delayed beyond the scheduled boarding time, Citizen Air will make diligent efforts to accommodate the delay. If the delay exceeds one (1) hour from the scheduled departure time, Citizen Air may proceed with the flight without that Traveler and treat the situation as a No-Show.

8.10 Cancellation by Citizen Air. Section 5.8 governs cancellation of a Public Charter by Citizen Air, including the ten-day limit on cancellation, the notice requirements, and the fourteen-day refund. A Charter Participant entitled to a refund under Section 5.8 may elect to take a Flight Credit instead, but Citizen Air will not substitute a Flight Credit for a refund without that election. This applies whether the cancellation arises from a Force Majeure Event or any other cause. Citizen Air is not liable for any additional compensation, consequential damages, or costs beyond the refund described in Section 5.8.

8.11 Security-related cancellation. If a flight is canceled or disrupted because of security concerns arising from the identity, conduct, or actions of a Member or Traveler, the Member is responsible for the applicable Flight Share Price and associated costs to the extent permitted by Section 5 and applicable law.

8.12 Membership fees. Membership fees are consideration for program access and are not payments for air transportation. They are non-refundable once billed, except that if a Member cancels within three (3) calendar days of initial enrollment without having used any program benefit, Citizen Air may in its sole discretion refund or credit the first membership fee. This grace period applies only to initial enrollment.

Section 9. Operational Limitations

9.1 Members and Travelers acknowledge that SoundPass operations are subject to constraints that may affect scheduling, routing, availability, and completion of flights, including weather, scheduled and unscheduled maintenance, mandatory FAR Part 135 crew duty and rest limitations, air traffic control and airspace restrictions, airport closures, runway conditions, noise restrictions and curfews, and aircraft performance limitations. Citizen Air will make reasonable efforts to substitute an alternative aircraft or airport where operationally feasible and will notify Members of material routing changes.

9.2 A delay or change arising from the matters in Section 9.1 may be a Major Change under Section 5.9, in which case Section 5.10 applies. A cancellation arising from those matters is governed by Section 5.8. Citizen Air is not liable for delays caused by air traffic control, airspace restrictions, ground stops, or governmental directives where the flight is completed, and does not issue refunds or credits for such delays.

9.3 Weight and balance. Citizen Air aircraft are subject to FAA weight and balance requirements. Citizen Air may adjust passenger loads, baggage, or cargo to comply, and will work with affected Members to reschedule or otherwise accommodate where feasible. Where such an adjustment results in a Charter Participant being denied carriage on a confirmed booking, that Charter Participant is entitled to a refund under Section 5.8.

9.4 Operational control. The Direct Air Carrier retains full operational control of all SoundPass flights. No Member or Traveler instruction, preference, or request overrides the authority of the Pilot-in-Command or Citizen Air's operations team on any matter affecting the safety or operation of a flight. Citizen Air maintains all operational communications on behalf of flight crews, and crew personal contact information is not disclosed.

9.5 Aircraft assignment and substitution. Citizen Air assigns the aircraft for each SoundPass flight from the Aircraft Class booked, and may change that assignment at any time before departure, subject to the following conditions, which are the conditions governing aircraft and equipment substitution referred to in Section 5.2.

(a) Citizen Air assigns an aircraft within the Aircraft Class booked that is capable of the routing and of carrying the confirmed Travelers and their baggage within applicable weight and balance limits.

(b) Citizen Air may assign a larger or more capable aircraft in order to accommodate additional Travelers. Any additional cost of doing so is borne by Citizen Air. No Charter Participant's Flight Share Price increases as a result, the Spot Charter Price cap is not increased, and the Per-Seat Charge for the class does not change.

(c) Citizen Air will not substitute an aircraft of lesser capability than the aircraft assigned at the time of a Charter Participant's booking. If Citizen Air offers such a substitution, that Charter Participant may cancel without penalty and receive a full refund, or accept the substitution at a price to be quoted by Citizen Air.

(d) A change of assigned aircraft is not by itself a Major Change under Section 5.9. A change that also changes a date, an origin, or a destination is governed by Sections 5.9 and 5.10.

(e) The aircraft assigned to a flight, its type and capacity, and any subsequent change of assignment are notified to affected Charter Participants through the Platform and stated in the Booking Confirmation, as required by Section 5.2.

Section 10. Liability, Indemnification, and Insurance

10.1 IMPORTANT. THE FOLLOWING PROVISIONS LIMIT CITIZEN AIR'S LIABILITY TO MEMBERS AND TRAVELERS. THEY DO NOT LIMIT CITIZEN AIR'S RESPONSIBILITY AS CHARTER OPERATOR UNDER SECTION 5.13, AND THEY DO NOT LIMIT ANY RIGHT A CHARTER PARTICIPANT HAS UNDER SECTION 5 OR 14 C.F.R. PART 380. SECTION 5 CONTROLS OVER THIS SECTION.

10.2 AGGREGATE LIABILITY CAP. SUBJECT TO SECTION 10.1, IN NO EVENT SHALL CITIZEN AIR'S AGGREGATE LIABILITY TO A MEMBER OR TRAVELER ARISING OUT OF OR RELATING TO THESE TERMS OR THE SOUNDPASS PROGRAM EXCEED THE TOTAL MEMBERSHIP FEES ACTUALLY PAID BY THE MEMBER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS CAP DOES NOT APPLY TO ANY REFUND OR OTHER AMOUNT OWED TO A CHARTER PARTICIPANT UNDER SECTION 5, AND DOES NOT APPLY TO CITIZEN AIR'S OBLIGATIONS AS PRINCIPAL UNDER SECTION 5.13.

10.3 EXCLUSION OF CONSEQUENTIAL DAMAGES. SUBJECT TO SECTION 10.1, IN NO EVENT SHALL CITIZEN AIR, ANY AIRCRAFT OWNER, OR ANY AFFILIATED ENTITY BE LIABLE TO ANY MEMBER, TRAVELER, OR THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND, INCLUDING LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF VALUE, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, LOSS OF REPUTATION, EXPENSES DUE TO REPLACEMENT TRAVEL ARRANGEMENTS, OR OTHER ECONOMIC LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 INSURANCE AS SOLE RECOURSE. WITH RESPECT TO CLAIMS ARISING FROM BODILY INJURY, DEATH, OR PROPERTY DAMAGE FOR WHICH LIABILITY INSURANCE IS MAINTAINED BY CITIZEN AIR, MEMBERS AND TRAVELERS AGREE TO ACCEPT THE PROCEEDS OF THAT INSURANCE AS THEIR SOLE RECOURSE AGAINST CITIZEN AIR AND ITS AFFILIATED ENTITIES.

10.5 No warranty. Citizen Air makes no warranty that flights will be available, that the Platform will be uninterrupted or error-free, or that any

program feature will be maintained. The Platform and all program services are provided on an "as is" and "as available" basis. Subject to Section 5.13, Citizen Air is not responsible for the acts or omissions of FBOs, ground transportation providers, catering vendors, or other third-party service providers.

10.6 Baggage and international liability. The Direct Air Carrier's baggage liability limits are stated in each Booking Confirmation under Section 5.2. Liability for lost or damaged baggage, and the applicable international liability limits under the Warsaw and Montreal Conventions, are otherwise governed by the Charter Terms. Baggage claims must be reported within forty-eight (48) hours of deplaning.

10.7 Indemnification. The Member shall indemnify, defend, and hold harmless Citizen Air LLC and its members, managers, officers, employees, agents, affiliates, aircraft owners, flight crew, successors, and assigns (the "Citizen Air Parties") from and against all claims, demands, actions, proceedings, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to: (a) any breach of these Terms or the Charter Terms by the Member or any Traveler; (b) any violation of law or regulation by the Member or any Traveler; (c) the conduct, acts, or omissions of the Member or any Traveler in connection with the program or any SoundPass flight; (d) damage to any aircraft or property caused by the Member or any Traveler; or (e) any misrepresentation by the Member in connection with enrollment or use of the program. This obligation does not apply to the extent a loss arises from the gross negligence or willful misconduct of the Citizen Air Parties, and does not apply to any obligation Citizen Air owes a Charter Participant under Section 5. Citizen Air may assume exclusive control of the defense and settlement of any indemnified claim at the Member's expense, and the Member shall cooperate fully in that defense.

10.8 Insurance. Citizen Air maintains liability insurance covering its SoundPass flight operations as required by FAR Part 135, and will provide a certificate of insurance on request. The Security Agreement described in Section 5.5 is separate from that insurance and secures Charter Participant funds. Citizen Air does not insure Members' or Travelers' personal property, business losses, or travel disruption costs, and Members are encouraged to carry their own travel, health, and property insurance. Trip cancellation, health, and accident insurance is available as described in Section 5.14.

Section 11. Termination and Suspension

11.1 Voluntary cancellation. A Member may cancel its Membership at any time through the Platform, in account settings, or by email to soundpass@flycitizenair.com, as described in Section 6.9. Cancellation takes effect at the end of the then-current monthly, annual, or introductory term. The membership fee for the current period is not refunded, any outstanding balance remains due and payable in full, and unused Flight Credits are forfeited subject to Section 7.6. Canceling a Membership does not affect a Charter Participant's rights under Section 5 in respect of any seat already booked.

11.2 Termination or suspension for cause. Citizen Air may immediately suspend or terminate a Membership for cause, including: failure to pay an amount when due or to resolve a payment failure within the period specified in the applicable schedule; failure to maintain a valid credit card on file; fraudulent, abusive, or deceptive use of the program; repeated No-Shows or booking abuse; breach of these Terms or the Charter Terms, including conduct or safety violations; material misrepresentation in enrollment or use of the program; conduct that endangers the safety of any aircraft, crew, or passenger; or a determination that the Member or any Traveler is a restricted or prohibited party under applicable law.

11.3 Effect of termination for cause. On termination for cause, all Membership benefits cease immediately, all accrued Flight Credits are forfeited subject to Section 7.6, all outstanding balances become immediately due and payable, no membership fees are refunded, and Citizen Air may pursue all outstanding obligations, including through collections or legal action. Amounts held in the Escrow Account for air transportation not yet flown are refunded as required by Section 5.

11.4 Termination for convenience by Citizen Air. Citizen Air may terminate a Membership without cause on thirty (30) days' prior written notice. In that event Citizen Air will apply unused Flight Credits against any outstanding balance and refund the remainder, and will refund or credit the portion of the membership fee attributable to any period after the termination date.

11.5 Suspension pending investigation. Citizen Air may suspend an account on an interim basis pending investigation of a potential breach. Citizen Air will make reasonable efforts to resolve the investigation within a reasonable time and will restore the Membership if no breach is found.

Section 12. Modifications to the Program or These Terms

12.1 Citizen Air may modify, amend, suspend, or discontinue any aspect of the SoundPass program or these Terms at any time in its sole discretion, including pricing, Per-Seat Charges, available airports, program features, cancellation policies, and membership fee structures. No modification reduces a Charter Participant's rights under Section 5 or 14 C.F.R. Part 380, and no modification changes the terms applicable to a seat already confirmed.

12.2 Notice of material changes will be given by email to the address on file, through the Platform, or by such other means as Citizen Air determines appropriate. For non-material modifications, posting revised Terms on the Platform is adequate notice. Changes take effect on the date specified in the notice, which will be not less than fifteen (15) days after notice for material changes unless a shorter period is required by law or operational necessity.

12.3 Continued use of the program after the effective date of a modification constitutes acceptance of the modified Terms. A Member who does not accept a material modification may cancel under Section 11.1 before the effective date.

12.4 Soft launch. During initial rollout, Citizen Air may apply policies, features, and operational procedures with reasonable flexibility, waive fees or penalties case by case, issue goodwill credits, and pilot or adjust program features without formal amendment of these Terms. No such action waives Citizen Air's rights, creates any precedent or obligation, or reduces any right required by Section 5.

12.5 Referrals and future rewards. Citizen Air may track Member referrals through the Platform. As of the Effective Date no formal rewards or points program exists. Any future program will be subject to separate terms issued at launch, and no Member has any vested right to rewards or points based on referral activity before that launch. Citizen Air may implement, modify, discontinue, or decline to implement any referral or rewards program in its sole discretion.

Section 13. Privacy and Data Use

13.1 Citizen Air collects personal information from Members and Travelers in connection with the program, including name, contact information, government identification details, payment information, travel history, seating and Traveler preferences recorded under Section 4.11, and device and usage data from the Platform.

13.2 Citizen Air uses that information to administer accounts and billing, process bookings, comply with regulatory requirements including passenger manifest, identification, and Public Charter reporting obligations, communicate program updates and offers, improve the Platform and program services, and perform security and compliance screening.

13.3 Citizen Air does not sell personal information, and does not disclose a Member's Section 4.11 preferences to any other Member or Traveler. Citizen Air may disclose personal information to service providers and vendors supporting program operations, including the Escrow Agent and the Depository Bank for the administration of Charter Participant funds; to regulatory and government authorities as required by law, including the U.S. Department of Transportation in connection with Public Charter filings; to FBOs, airports, and aviation service providers in connection with flight operations; and in connection with a merger, acquisition, or similar corporate transaction. Citizen Air may be required to disclose passenger information to TSA, CBP, FAA, or other authorities, and Members and Travelers consent to such disclosures as a condition of participation.

13.4 Only individuals named in Citizen Air's records for an account may obtain account, flight, or billing information. Members are responsible for the confidentiality of their account credentials and must notify Citizen Air promptly of any unauthorized access or use.

13.5 Citizen Air's SoundPass Privacy Policy, published at www.flycitizenair.com/sound-pass/privacy, is incorporated by reference and governs the collection, use, and protection of personal information in connection with SoundPass. The Citizen Air Privacy Policy at www.flycitizenair.com/privacy governs the corporate website and general marketing. On any privacy-specific matter, the SoundPass Privacy Policy controls over these Terms.

Section 14. Dispute Resolution and Governing Law

14.1 Governing law. These Terms and each SoundPass Membership are governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of law rules.

14.2 BINDING ARBITRATION. EXCEPT AS PROVIDED IN SECTION 14.4, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS, THE SOUNDPASS PROGRAM, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS ARBITRATION AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION IN SEATTLE, WASHINGTON, BEFORE A SINGLE ARBITRATOR, ADMINISTERED BY JAMS PURSUANT TO ITS APPLICABLE ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND IS GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16.

14.3 WAIVER OF JURY TRIAL. BY ENROLLING IN SOUNDPASS AND AGREEING TO THESE TERMS, THE MEMBER UNDERSTANDS THAT IT WOULD OTHERWISE HAVE HAD THE RIGHT TO LITIGATE DISPUTES IN COURT AND TO HAVE THEM DECIDED BY A JUDGE OR JURY. THE MEMBER VOLUNTARILY WAIVES THOSE RIGHTS AND AGREES THAT ALL DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION AS PROVIDED IN THIS SECTION 14.

14.4 Exceptions. Nothing in Section 14.2 prevents either party from seeking emergency or preliminary injunctive relief from a court of competent jurisdiction to prevent irreparable harm, or from enforcing an arbitration award in any court of competent jurisdiction. Nothing in this Section 14 limits a Charter Participant's ability to pursue a claim against the issuer of the Security Agreement under Section 5.5, or to pursue any remedy preserved by Section 5.12.

14.5 CLASS ACTION WAIVER. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. IF THIS WAIVER IS FOUND UNENFORCEABLE, THE ARBITRATION AGREEMENT IN SECTION 14.2 IS NULL AND VOID AS TO THE AFFECTED CLAIMS, WHICH SHALL PROCEED IN A COURT OF COMPETENT JURISDICTION.

14.6 Attorneys' fees. In any action or proceeding to enforce these Terms, the prevailing party is entitled to recover its reasonable attorneys' fees and court or arbitration costs from the non-prevailing party.

Section 15. Notices, Contact, and Miscellaneous

15.1 Contact. Citizen Air's official channels for SoundPass are soundpass@flycitizenair.com, flycitizenair.com/soundpass, and the SoundPass Platform. The Charter Operator's mailing address is Citizen Air LLC, 1402 Fairchild Airport Road, Port Angeles, Washington 98363.

15.2 Notices. Notices from a Member to Citizen Air must be submitted through the Platform or by email to the addresses in Section 15.1, and are effective on Citizen Air's written acknowledgment. Verbal notices, voicemail, and text messages are not valid notice for any purpose. Notices from Citizen Air will be sent to the email address on file or published on the Platform. Members are responsible for maintaining a current and accurate email address and for monitoring communications from Citizen Air, and Citizen Air is not responsible for notices undelivered because of outdated contact information. Notices required by Section 5 are sent in writing to the email address on file.

15.3 Entire agreement. These Terms, together with the Charter Terms, the applicable schedule, each Booking Confirmation issued hereunder, and Citizen Air's Privacy Policy, constitute the entire agreement between Citizen Air and the Member with respect to SoundPass, and supersede all prior and contemporaneous agreements, understandings, representations, and negotiations, written or oral, on that subject matter.

15.4 Assignment. A Member may not assign, transfer, sublicense, or otherwise convey any right or obligation under these Terms without Citizen Air's prior written consent, and any attempted assignment without consent is void. Citizen Air may assign its rights and obligations to any successor entity, affiliate, or acquiror without consent, on notice to affected Members.

15.5 Severability and waiver. If any provision is found invalid, illegal, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions continue in full force. No waiver by Citizen Air of any breach operates as a waiver of any subsequent breach of the same or any other provision, and all waivers must be in writing.

15.6 No third-party beneficiaries. Except for the rights of Charter Participants under Section 5, these Terms are for the sole benefit of Citizen Air and the Member and create no rights in any third party.

15.7 Survival. The following survive cancellation, expiration, or termination of a Membership: Section 1 (Definitions), Section 2 (Relationship to the Charter Terms), Section 5 (Public Charter Status, Escrow, and Charter Participant Protections), Section 7.6 (Adjustments and forfeiture), Section 8.12 (Membership fees), Section 10 (Liability, Indemnification, and Insurance), Section 13 (Privacy and Data Use), Section 14 (Dispute Resolution and Governing Law), Section 15.3 (Entire agreement), and any provision that by its nature should survive.

15.8 Electronic acceptance. These Terms may be accepted electronically. Electronic acceptance through the Platform is as valid and binding as a handwritten signature. Where a Member is an organization, acceptance by an Authorized Representative binds the organization in its entirety.

15.9 Headings. Section headings are for convenience only and do not affect interpretation or construction.

PART II

Tier Schedules

Each schedule below sets out the terms specific to one membership tier. All other terms are in Part I. Where a schedule conflicts with Part I, the schedule controls for that tier, except that Section 5 controls over both schedules. The cancellation penalties in each schedule apply only where the substitution right in Section 5.7 has not been exercised.

Summary of tier differences

	Household	Business
Who may enroll	Individual, 18+, U.S. resident	Legal entity with an Authorized Rep.
Permitted use	Personal and household	Business and personal
Default billing	Card on file, charged each term	Invoice Net 15, or card
Card on file	Required	Required, incl. invoice accounts
Membership fee	Program access only, no credits	Program access only, no credits
Free cancellation	More than 72 hrs before	More than 48 hrs before
50% penalty window	72 to 24 hrs before	48 to 12 hrs before
100% penalty window	Within 24 hrs	Within 12 hrs
Substitution	Full refund less up to $25 (5.7)	Full refund less up to $25 (5.7)
Reporting	Account and booking history	Activity, manifests, trip purpose

This table is a summary for convenience. The operative terms are in the schedules below and in Section 5.

Schedule A. Household Membership

A.1 Eligibility. To hold a Household Membership an individual must be at least eighteen (18) years of age, be a natural person residing in the United States, possess valid government-issued photo identification, maintain a credit card or other payment method acceptable to Citizen Air, and agree to these Terms in their entirety.

A.2 Permitted use. The Household Membership is for personal and household use. Use of a Household Membership for primary commercial or business travel on behalf of an organization may result in reclassification to a Business Membership or termination, at Citizen Air's sole discretion.

A.3 Travelers. A Member may designate household members and guests as Travelers on the account, subject to any limit published on the Platform.

A.4 Membership fee and term. The Household Membership is offered on a monthly or an annual term, or on an introductory term under Section 6.9, as selected at enrollment, at the amount published at soundpass.flycitizenair.com for that term. The fee is charged automatically to the credit card on file at the start of each term, on the same calendar day as the initial enrollment date. Where that day does not exist in a given month, the charge is processed on the last day of that month. Renewal and cancellation are governed by Section 6.9. The membership fee is consideration for program access and is not a payment for air transportation.

A.5 The membership fee does not convert to Flight Credits. The Household membership fee is consideration for program access. It is not converted into Flight Credits and is not applied toward Flight Share Price charges. Flight Credits arise only as described in Section 7.1. Citizen Air may introduce a fee conversion or a similar benefit in the future, on terms published at the time.

A.6 Billing method. Flight Share Price charges are billed to the credit card on file using the authorization hold and capture mechanics in Sections 6.3 through 6.5 and are remitted to the Escrow Account under Section 5.3. Additional Expenses that are not payments for air transportation are billed directly to the card on file.

A.7 Failed payments. If a charge is declined or fails, Citizen Air will notify the Member and may retry the charge. Failure to resolve a payment failure within ten (10) days may result in suspension or termination under Section 11.2. Citizen Air may charge a reasonable returned payment or administrative fee.

A.8 Cancellation windows. Subject to Section 5.7, the following apply to Member-initiated cancellations of confirmed seat reservations, processed as described in Sections 8.5 and 8.6:

(a) More than seventy-two (72) hours before scheduled departure: no cancellation penalty. The authorization hold is released in full and no amount is billed.

(b) Between seventy-two (72) and twenty-four (24) hours before scheduled departure: the hold is released. A penalty equal to fifty percent (50%) of the Member's Flight Share Price at the time of cancellation is billed separately to the card on file and issued to the account as a Flight Credit.

(c) Within twenty-four (24) hours of scheduled departure: the hold is released. A penalty equal to one hundred percent (100%) of the Member's Flight Share Price at the time of cancellation is billed separately to the card on file, and fifty percent (50%) of that amount is issued to the account as a Flight Credit.

A.9 No-Shows. Subject to Section 5.7, a No-Show is treated as a cancellation within twenty-four (24) hours of departure under Section A.8(c), with no Flight Credit issued for the No-Show penalty.

A.10 Forfeiture on voluntary cancellation. On voluntary cancellation of a Household Membership, unused Flight Credits are forfeited and are not refunded or transferred unless Citizen Air determines otherwise in its sole discretion. This does not apply to any amount held in the Escrow Account for air transportation not yet flown, which is refunded as required by Section 5.

Schedule B. Business Membership

B.1 Eligibility. To hold a Business Membership an entity must be a legally formed and validly existing business entity, partnership, limited liability company, corporation, nonprofit, or other recognized organization; designate at least one Authorized Representative who is at least eighteen (18) years of age and has authority to bind the entity; maintain a valid credit card on file or qualify for invoice billing as determined by Citizen Air; provide all required enrollment information through the Platform; and agree to these Terms in their entirety.

B.2 Contracting entity. The Member Organization is the contracting party and is fully and directly responsible for all obligations under these Terms, including payment of all fees and charges and the conduct and compliance of every designated Traveler. Its obligation to pay is not contingent on its ability to collect from or allocate costs to any individual Traveler, and is not diminished by any Traveler's failure to comply with these Terms.

B.3 Authorized Representative. The Member Organization must maintain at least one Authorized Representative on file at all times. The Authorized Representative may designate Travelers, manage bookings, update billing information, and bind the Member Organization to amendments and commitments under these Terms.

B.4 Permitted use. Designated Travelers may use the program for both business and personal travel.

B.5 Travel purpose designation and reporting. At each booking, the Traveler or Authorized Representative must designate whether the flight is for business or personal travel. Citizen Air includes that designation in reporting provided to the Member Organization but does not independently verify it and is not responsible for any tax or regulatory consequence of an incorrect designation. Citizen Air will provide periodic reports through the Platform or on request, including flight activity, passenger details, trip purpose designations, and billing summaries, to assist with accounting, expense management, and tax compliance.

B.6 Membership fee and term. The Business Membership is offered on a monthly or an annual term, or on an introductory term under Section 6.9, as selected at enrollment, at the amount published at soundpass.flycitizenair.com for that term, and renewal and cancellation are governed by Section 6.9. The membership fee is consideration for program access and is not a payment for air transportation. It does not convert to Flight Credits, and Flight Credits arise only as described in Section 7.1.

B.7 Billing options. Subject to Citizen Air's approval, the Member Organization may elect either:

(a) Invoice billing (default). Citizen Air issues a monthly invoice covering the membership fee, all Flight Share Price charges itemized by flight and date, and any Additional Expenses for the period. Payment is due within fifteen (15) calendar days of the invoice date. No authorization hold is placed for invoice-billed bookings; charges accrue at booking and appear on the next invoice at the Flight Share Price finalized at capture. Flight Credits are applied first, and any remaining balance is invoiced. Amounts invoiced for air transportation are deposited into the Escrow Account on payment under Section 5.3. Citizen Air may issue invoices more frequently if charge volume warrants, and may agree in writing to alternative payment terms.

(b) Automatic credit card billing. Flight Share Price charges are processed to the credit card on file using the authorization hold and capture mechanics in Sections 6.3 through 6.5 and remitted to the Escrow Account under Section 5.3.

B.8 Card on file. A valid credit card must be maintained on file at all times regardless of billing method. For invoice-billed accounts the card serves as a backup payment method for overdue balances under Section B.9.

B.9 Late payment. The following apply to invoice-billed accounts:

(a) Interest. Interest accrues on any unpaid balance at one percent (1%) per month, compounded monthly, from the invoice date, beginning if the invoice is not paid within thirty (30) days of the invoice date.

(b) Suspension and card charge. If an invoice remains unpaid forty-five (45) or more days after the invoice date, Citizen Air may suspend booking privileges until the balance is paid in full, and the Member Organization authorizes Citizen Air to charge the card on file for the full outstanding balance at that point.

(c) Termination and collections. If an invoice remains unpaid sixty (60) or more days after the invoice date, Citizen Air may terminate the Membership and refer the balance to collections. The Member Organization agrees to pay all reasonable collection costs and attorneys' fees incurred in collecting overdue amounts.

B.10 Service before payment. The Member Organization acknowledges that Citizen Air may provide flight services before receiving payment under invoice billing. Its payment obligations are not contingent on prior receipt of services and survive completion of any individual flight.

B.11 Cancellation windows. Subject to Section 5.7, the following apply to Member-initiated cancellations of confirmed seat reservations, processed as described in Sections 8.5 and 8.6. For invoice-billed accounts, references to release of an authorization hold mean that no flight charge accrues for the canceled seat.

(a) More than forty-eight (48) hours before scheduled departure: no cancellation penalty. Any hold is released in full and no amount is billed or invoiced.

(b) Between forty-eight (48) and twelve (12) hours before scheduled departure: a penalty equal to fifty percent (50%) of the Flight Share Price at the time of cancellation is billed separately to the card on file or added to the next invoice, and issued to the account as a Flight Credit.

(c) Within twelve (12) hours of scheduled departure: a penalty equal to one hundred percent (100%) of the Flight Share Price at the time of cancellation is billed separately to the card on file or added to the next invoice, and fifty percent (50%) of that amount is issued to the account as a Flight Credit.

B.12 Prepaid flights. Subject to Section 5.7, if a Member Organization elects to prepay a specific flight by credit card rather than by invoice, then on cancellation between forty-eight (48) and twelve (12) hours before departure, fifty percent (50%) of the prepaid Flight Share Price is refunded to the card and fifty percent (50%) is issued as a Flight Credit; and on cancellation within twelve (12) hours of departure, fifty percent (50%) is issued as a Flight Credit and no cash refund is issued.

B.13 Itinerary changes. In addition to Section 8.7, Citizen Air will use reasonable efforts to accommodate itinerary changes requested more than forty-eight (48) hours before scheduled departure.

B.14 No-Shows. Subject to Section 5.7, a No-Show is treated as a cancellation within twelve (12) hours of departure under Section B.11(c), with no Flight Credit issued for the No-Show penalty.

B.15 Payment failure. Failure to maintain a valid credit card on file, or to resolve a payment failure within ten (10) days of notice, is cause for suspension or termination under Section 11.2.

B.16 Termination. On voluntary cancellation or termination, unused Flight Credits are forfeited and any outstanding invoice balance remains immediately due and payable, in each case subject to Section 7.6. On termination for convenience by Citizen Air under Section 11.4, unused Flight Credits are first applied against outstanding invoice balances and any remainder is refunded.

END OF SOUNDPASS MEMBERSHIP TERMS AND CONDITIONS

Citizen Air LLC | soundpass@flycitizenair.com | flycitizenair.com/soundpass