

LEGAL NOTICE

Please review our Terms and Conditions carefully before using this website. Your use of this website indicates you agree to be bound by these terms.

On this page:

- Introduction
- Use Of Reservations
- Intellectual Property Rights
- Liability Disclaimer
- Currency Rates
- Links to Third Parties' websites
- Indemnity
- Modification of These Terms
- General

Introduction

This website and/or phone app (hereinafter to be referred to as "Website") is owned by Fly All ways N.V. (also known as FLY ALL WAYS) having it's registered office at Parastraat 2 – 10, Paramaribo, Suriname. In these Terms and Conditions "FLY ALL WAYS" refers to Fly Allways Airlines and "User" to the user of this Website. Please review these Terms and Conditions ("Terms") carefully before using this Website. Your use of this Website indicates your agreement to be bound by these Terms.

Use of Reservations

User represents and warrants that he or she is at least 18 years of age and possesses the legal right capacity and ability to enter into the agreement with FLY ALL WAYS to which these Terms apply ("this Agreement") and to use this website in accordance with these Terms. User agrees to be financially responsible for all use of this website (as well as for use of User's account by others, including without limitation minors living with User). User agrees not to assign, transfer or sublicense User's rights pursuant to this Agreement. User may allow other members of User's household to use this website under User's name or account, provided that User hereby agrees to pay all charges that they incur and to be responsible for all other aspects of their usage. User agrees to supervise all usage by minors of this website under User's name or account.

The reservation features of this Website are provided solely to permit User to determine the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business, and for no other purposes. Without limitation, User shall not make any speculative, false or fraudulent reservations or any reservations in anticipation of demand. User shall not reproduce, use, block, overwrite, copy, distribute or monitor any content of the Website by using any robot, spider, search engine or any other automatic mechanism without prior written consent of FLY ALL WAYS . User shall not take any action that will or could impose an excessive or disproportionately load on Website infrastructure. User agrees that the travel services reservations facilities of this Website shall be used only to make legitimate reservations or purchases for User or for another person for whom User is legally authorized to act. User agrees to abide by the applicable terms or conditions. User shall be completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of this Website, other than taxes on revenues thus accruing to FLY ALL WAYS.

Intellectual Property Rights

This Website is owned by FLY ALLWAYS and operated by FLY ALL WAYS and/or its suppliers. The intellectual property rights, including the copyrights, in the material contained in this Website and any FLY ALL WAYS trademarks and brands included in that material belongs to FLY ALL WAYS and/or its licensors and/or its suppliers.

No material, information, software, products or services obtained from this Website may be modified, copied, displayed, performed, licensed, reproduced, republished, uploaded, posted, transmitted, sold or distributed in any way, without the prior written permission of FLY ALL WAYS, except that User may download one copy of the material on a single computer for User's own personal non-commercial use only, provided User keeps intact all accompanying copyright and other proprietary notices.

Liability Disclaimer

The information, software, products, and services published on this Website may include technical inaccuracies or typographical errors. FLY ALL WAYS and/or its suppliers make no representations about the suitability of the information, software, products, and services contained on this Website for any purpose. All such information, software, products, and services are provided "as is" without warranty of any kind. FLY ALL WAYS and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall FLY ALL WAYS and/or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Website or with the delay or inability to use this Website, or for any information, software, products, and services obtained through this

Website, or otherwise arising out of the use of this Website, whether based on contract, tort, strict liability or otherwise.

The foregoing does not apply in the event of wilful misconduct or gross negligence on the part of FLY ALL WAYS and/or its suppliers and/or in the event of damage resulting from death or injury.

Currency Rates

Currency rates are based on various publicly available sources. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. FLY ALL WAYS and/or its suppliers do not authorize the use of this information for any other purposes, except for personal use, and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.

Links to Third Parties' websites

This Website may contain links or references to or parts of other Internet sites maintained by third parties. FLY ALL WAYS does not operate or control in any respect any information, products or services on such third party sites. Third party links and references are included solely for the convenience of users, and do not constitute any endorsement by FLY ALL WAYS and/or its suppliers. User assumes sole responsibility for use of third party links and references.

Any third party that wishes to establish links to this Website should notify FLY ALL WAYS of their intention prior to doing so. FLY ALL WAYS reserves the right to deny permission for any such links to this Website. If however FLY ALL WAYS gives its permission for any such links, FLY ALL WAYS is not under any obligation to establish reciprocal links with the third party.

Indemnity

As a condition of use of this Website, the User agrees to indemnify FLY ALLWAYS and its suppliers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from User's use of this Website.

Modification of These Terms

FLY ALL WAYS reserves the right to change these Terms at any time. User is responsible for regularly reviewing these Terms that are on a continuous basis put at the disposal of the User by including them in

this Website. Continued use of this Website following any such changes shall constitute the User's acceptance of such changes.

General

FLY ALL WAYS reserves the right to make and have made any and all changes to this Website at its sole discretion without notice to the User. FLY ALL WAYS reserves the right to at its sole discretion denies access to this Website to anyone at any time.

These Terms refer only to the use of this Website and separate terms and conditions apply to airline carriage, prize draws or any other promotion, and other services.

This Agreement shall be deemed to have been made in Paramaribo, Suriname and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the law of Suriname, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the courts of Paramaribo, Suriname for the determination of any claim or controversy between the parties and arising out of or relating to this Agreement.

User acknowledges that no joint venture, partnership, employment, or agency relationship exists or arises between the User and FLY ALL WAYS as a result of this Agreement or use of this Website. User agrees not to hold himself or herself out as a representative, agent, or employee of FLY ALL WAYS and that FLY ALL WAYS will not be liable for any representation, act or omission of the User. Throughout this Website the terms "partner(s)" and "partnership(s)" are used to refer to individual marketing or co-operation agreements and not to any relationship which has specific legal or tax implications. FLY ALL WAYS cannot therefore accept any liability for the conduct of these partner organizations.

FLY ALL WAYS's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of FLY ALL WAYS's right to comply with law enforcement requests or requirements relating to the User's use of this Website or information provided to or gathered by FLY ALL WAYS with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

This Agreement constitutes the entire agreement between User and FLY ALL WAYS with respect to the use of this Website. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Version: September, 2014