



## **User agreement**

Please read these terms of use carefully before using the [www.Lynkair.com](http://www.Lynkair.com) website (aka the "service," "website," or "site") operated by Lynk Air ("us", "we", or "our"). By accessing and using Lynkair.com, the user ("user" or "you") agrees to be bound to all terms, conditions, and notices (the "agreement") described below. Your use of and access to Lynkair.com is contingent upon acceptance and compliance with these terms, which are legally binding, whether you are a guest or signed in as a registered user. If you disagree with any part of the terms, then you do not have permission to access the site.

## **Your Lynk Air account**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current. Inaccurate or incomplete information may result in the termination of your account with us.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We may terminate or suspend your account and bar access to the service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the terms.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

## **Terms of purchase**

If you wish to purchase any product or service made available through the service ("purchase"), you may be asked to supply certain information relevant to your purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information you supply to us is true, correct, and complete.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our privacy policy.

## **Intellectual property**

The service and its original content, features, and functionality are and will remain the exclusive property of Lynk Air. The service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade address may not be used in connection with any product or service without the prior written consent of Lynk Air.

## **Links to other websites**

Our service may contain links to third party websites or services that are not owned or controlled by Lynk Air. Lynk Air has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Lynk Air shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **Indemnification**

You agree to defend, indemnify, and hold harmless Lynk Air and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorney's fees), resulting from or arising out of (i) your use and access of the service, by you or any person using your account and password, or (ii) a breach of these terms.

## **Limitation of liability**

In no event shall Lynk Air, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including, without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content obtained from the service; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer**

Your use of the service is at your sole risk. The service is provided without warranties of any kind, whether express or implied. Lynk Air and its subsidiaries, affiliates, and licensors do not warrant that (i) the service will function uninterrupted, secure, or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the service is free of viruses or other harmful components; or (iv) the results of using the service will meet your requirements.

## **Governing law**

These terms shall be governed and construed in accordance with the laws of Washington, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these terms will not be considered a waiver of those rights. If any provision of these terms is held to be invalid or unenforceable by a court, the remaining provisions of these terms will remain in effect. These terms constitute the entire agreement between us regarding our service and supersede and replace any prior agreements we might have had between us regarding the service.

## **Use of Lynkair.com**

User represents and warrants that he or she possesses the legal right and ability to enter into this agreement and to use this website in accordance with all terms and conditions herein. User agrees to be financially responsible for all use of this website. 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 with suppliers, and for no other purposes. Without limitation, user shall not make any speculative, false, or fraudulent purchase or reservation, or any reservation in anticipation of demand. In the event Lynk Air determines that an individual has confirmed such reservations to one or more destination(s) on or about the same

date(s), Lynk Air reserves the right to cancel all confirmed space associated with the multiple reservations without notice to the passenger or the person making the booking. User agrees that the reservation features of this website shall be used only to make legitimate reservations or purchases for user. User agrees to abide by the terms or conditions of purchase imposed by any supplier with whom user elects to deal including, but not limited to, payment or redemption of all amounts when due and compliance with all rules regarding availability of fares, products, or services. User shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this website.

User agrees not to use any device, software, or routine to interfere with or attempt to interfere with the proper working of this website or any activities conducted on this site. User agrees not to take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Lynk Air reserves the right to investigate any illegal and/or unauthorized use of this website, and to take appropriate legal action, including, without limitation, civil, criminal, and injunctive redress.

## **Use of information**

Any communications you send to this website or otherwise to Lynk Air by electronic mail are on a non-confidential basis, and Lynk Air is under no obligation to refrain from reproducing, publishing, or otherwise using them in any way for any purpose. Lynk Air shall be free to use the content of such electronic mail communications, including any ideas, inventions, concepts, techniques, or know-how disclosed therein, for any purpose, including the developing, manufacturing, and/or marketing of goods or services.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these terms at any time. If a revision is material, we will provide notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the service.

## **General**

Transportation of passengers, baggage, and cargo by Lynk Air is subject to the terms and conditions contained in Lynk Air's Contract of Carriage, in addition to any terms and conditions specified on any Internet site, printed on a ticket receipt, or in any published schedule. By purchasing a ticket and

accepting transportation, the passenger agrees to be bound by such terms and conditions. Other services and products described in this website will also be subject to terms and conditions, details of which may be obtained from Lynk Air or its service provider (as applicable).

Lynk Air reserves the right to make any and all changes to this website at its sole discretion without notice to the user. Lynk Air reserves the right to deny access to this website to anyone at any time. This agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained in this website; provided, however, that in the event of a conflict between such other terms and the terms of this agreement, the terms of this agreement shall control.

This agreement is governed by the laws of the State of Washington, U.S.A., without reference to conflicts of law's provisions. User consents to the exclusive jurisdiction and venue of courts in Island County, U.S.A. in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Any rights not expressly granted herein are reserved.