

General Terms and Conditions

Tribe Aviation Technologies Ltd — Version 2026.08.10 — Effective 10 August 2026 — supersedes Version 2025.10.01

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Square-bracketed items require a commercial decision before publication. Certain statements depend on infrastructure changes identified in the accompanying publication checklist and should not be published before those changes are in place. Prepared with the assistance of an AI system; not legal advice, and requiring review by DIFC-qualified counsel before publication.

1. Parties

1.1 Tribe Aviation Technologies Ltd ("Tribe") is a company incorporated under the laws of the Dubai International Financial Centre (DIFC), providing digital marketplace and software services in the business aviation sector.

1.2 "Member" means either: (a) a Broker or Agent using the Tribe Platform to source aircraft charter capacity from Operators; or (b) an Operator using the Tribe Platform to display availability, indicative pricing and related operational data.

1.3 Together, Tribe and the Member are referred to as the "Parties."

2. General

2.1 These General Terms and Conditions govern the contractual relationship between Tribe and the Member. They take effect when the Member accepts them during online signup, or first accesses the Services, whichever is earlier.

2.2 Tribe provides access to a neutral digital marketplace for business aviation charter (the "Tribe Marketplace"), which allows Members to exchange information on aircraft availability, indicative pricing and operational details.

2.3 These General Terms and Conditions, the plan and fees selected by the Member at signup, any applicable Supplemental Terms, and Tribe's Privacy Notice together constitute the full "Agreement." Where Tribe and a Member enter into a separate written agreement covering the Services, the commercial terms of that agreement prevail over this Agreement to the extent of any conflict.

2.4 Individuals who use the Tribe Platform without being Members — including guest users, charterers, and operators accessing via emailed access links — are governed by Tribe's End-User Terms of Use and the Privacy Notice, not by this Agreement.

3. Marketplace access and services

3.1 Tribe provides access to its Marketplace via websites, applications and integrated platforms. Through this marketplace, Tribe does not act as a booking agent, does not conclude charter contracts, and does not handle flight payments.

3.2 Postings. Members may post information to the Marketplace, including aircraft availability, routes, indicative pricing, flight requests and quotes (each a "Posting"). What a Member may post depends on whether it is a Broker or an Operator and on the features enabled for its account.

3.3 A Posting is not an offer. A Posting is an invitation to make contact and to negotiate. It is not an offer capable of acceptance, it does not reserve or secure any aircraft or capacity, and it creates no contract between any parties. A contract arises only when the Members or other parties concerned agree terms directly between themselves, outside the Marketplace.

3.4 Accuracy of Postings. Each Member is responsible for the accuracy, completeness and currency of its own Postings, and shall update or withdraw a Posting promptly once it ceases to be accurate or available. Section 16 governs reliance on information obtained through the Marketplace.

3.5 Visibility, ordering and matching. Tribe determines how Postings are displayed, ordered, filtered, matched and notified, and may change this at any time without notice. Tribe gives no assurance as to the visibility any Posting will receive, the number or quality of responses to it, or that it will be matched, notified or seen at all. Tribe is under no obligation to generate business, enquiries or revenue for any Member.

3.6 Communications between Members. Messages and files exchanged through the Marketplace are communications between the Members concerned. Tribe transmits them and does not pre-screen them. Sections 13 and 19 apply.

3.7 Moderation and removal. Tribe may decline to publish, reorder, suspend, edit the presentation of, or remove any Posting at its discretion, including where it appears inaccurate, unlawful, misleading or contrary to this Agreement. Tribe is not obliged to monitor Postings and does not do so systematically.

3.8 Additional services. Tribe may provide additional digital services such as APIs, operator portals, ACM modules, the Orion assistant and other AI-assisted features, invoice generation, white-label solutions or reporting tools. These may be subject to Supplemental Terms and fees. Invoice generation is subject to Section 6.5.

4. Membership and pricing

4.1 This Section sets out the commercial terms on which access to the Services is provided. The plan selected by the Member at signup, and the fees shown at that time, form part of this Agreement.

4.2 Membership and fees

Membership is charged at USD 99 per month plus VAT. Included features and support levels are described on Tribe's published pricing and in the Member's account.

4.3 Trial period

Each plan may include a 14-day free trial unless otherwise specified. Tribe will send the Member a reminder before the trial expires. At the end of the trial, billing commences automatically unless the Member cancels before expiry.

4.4 Taxes

All prices exclude VAT. Applicable taxes are added at checkout based on the Member's billing location.

4.5 Billing and renewal

(a) Membership is billed automatically in advance for each successive billing period, and continues from one billing period to the next unless cancelled in accordance with Section 4.8.

(b) Fees are payable in advance. Subscription fees are collected automatically from the Member's registered payment method through Tribe's payment processor at the start of each billing period. Where Tribe instead issues an invoice, payment is due within fourteen (14) days of issue.

4.6 Payment methods

Membership fees may be paid by payment card via Mamo Pay, Tribe's third-party payment processor, on payment pages hosted and secured by Mamo Pay; or by bank transfer against invoice. Card data is entered directly with, and processed solely by, Mamo Pay under its own terms and PCI-DSS certification. Tribe does not receive, process or store payment card data. Tribe may update accepted payment methods and processors from time to time, provided any card processor is PCI-DSS compliant.

4.7 Price adjustments

(a) Tribe may adjust subscription fees to reflect changes in functionality, costs or inflation. Fees will not increase during a billing period that has already commenced.

(b) Tribe will notify the Member before any increase in subscription fees takes effect. An increase applies only from the next billing period following that notice, and is collected with that period's payment. The Member's right to cancel before the increase takes effect is set out in paragraph (d).

(c) Certain features, including AI-assisted features, may be charged by usage rather than as part of the subscription. The applicable rates are those published in the Platform at the time the usage occurs. Tribe may change those rates at any time, and a change applies only to usage occurring after it takes effect; usage already incurred is charged at the rate in effect when it was incurred. Paragraphs (a) and (b) do not apply to usage-based charges.

(d) If the Member does not wish to accept an increase in subscription fees, it may cancel with effect from the end of the current billing period, and no cancellation charge applies.

4.8 Cancellation by the Member

(a) A Member may cancel its membership at any time by notifying Tribe in writing at fn@flytribe.ae, or through any cancellation function provided in the Platform.

(b) Cancellation takes effect at the end of the current billing period. The Member retains access for the remainder of that period, and no further billing period begins.

(c) Fees already paid for the current billing period are not refunded on cancellation by the Member, except as set out in Section 4.10.

(d) Tribe will acknowledge a cancellation request in writing. A Member who does not receive an acknowledgement within five (5) business days should contact Tribe again, as an unacknowledged request may not have been received.

4.9 Upgrades and downgrades

- (a) A Member may upgrade at any time. The new fee applies from the date of upgrade, pro-rated for the remainder of the current billing period.
- (b) A downgrade takes effect from the start of the next billing period. Fees paid for the current billing period are not refunded or pro-rated on downgrade.
- (c) A change of plan does not affect how long data is kept (Section 13.5). Feature access changes with immediate effect on upgrade, and at the start of the next billing period on downgrade.

4.10 Refunds

- (a) Except as set out in this Section, fees are non-refundable.
- (b) Where Tribe terminates a membership under Section 21.2, other than for a reason set out in Section 21.4, Tribe will refund fees paid for the unexpired part of the current billing period on a pro-rata basis.
- (c) Where the Member terminates because of Tribe's material breach which Tribe has failed to remedy under Section 21.3, Tribe will refund fees paid for the unexpired part of the current billing period on a pro-rata basis.
- (d) No refund is due where Tribe terminates or suspends for the Member's breach.
- (e) Nothing in this Section limits any refund a Member is entitled to under applicable law.

4.11 Late payment

- (a) If a payment fails or an invoice remains unpaid fourteen (14) days after its due date, Tribe may suspend the Member's access to the Services under Section 21.5.
- (b) Tribe may terminate this Agreement with immediate effect under Section 21.4 where payment remains outstanding following suspension.
- (c) Suspension or termination for non-payment does not relieve the Member of liability for fees accrued up to the date of termination.

4.12 Term

Membership begins on registration and continues until it is cancelled by the Member under Section 4.8 or terminated under Section 21. There is no fixed minimum term. Fees are charged in advance for each successive billing period, as described in Section 4.5.

5. Authorized use

- 5.1 Access is granted on acceptance of this Agreement and payment of the applicable fees.
- 5.2 Tribe's Services may only be used in support of the Member's aviation-related business.
- 5.3 Data obtained via the Platform may not be resold, transferred or used for third-party benefit without Tribe's prior written consent.

6. Fees, payments and invoicing

- 6.1 Fees for the Services are those shown to the Member at signup and on Tribe's published pricing, as varied in accordance with Section 4.7.
- 6.2 Membership fees are payable outside the Platform, as described in Section 4.6. Card data is collected and processed solely by Tribe's third-party payment processor, which maintains PCI-DSS compliance. No cardholder data is entered into, transmitted through, or stored on the Tribe Platform.
- 6.3 Members must not enter, transmit or store payment card data in chat messages, submissions, uploaded documents or any other area of the Platform. The Platform is not designed to carry cardholder data, and Members assume all risk arising from doing so in breach of this Section.

6.4 Tribe does not charge, collect or hold booking payments for flights. All financial transactions for flights are settled directly between the parties concerned, outside the Tribe Platform.

6.5 Invoicing

This Section applies where and from the time that Tribe makes an invoice generation feature available to the Member. It is set out now so that the position is established before the feature is enabled.

- (a) The feature allows a Member to generate invoices, which may reproduce bank details the Member has stored in its company profile.
- (b) Those details are supplied by the Member, are reproduced by the Platform exactly as entered, and are not verified by Tribe. The Member is solely responsible for the accuracy and currency of its bank details, for keeping its account secure, and for reviewing each invoice before issuing it.
- (c) Tribe accepts no liability for payments misdirected as a result of inaccurate, outdated, or fraudulently altered bank details. Tribe recommends that any party receiving an invoice generated through the Platform verify the bank details through an independent channel, known to them and not taken from the invoice itself, before making payment.
- (d) Invoices generated through the Platform are the Member's own commercial documents. Tribe is not a party to them, does not issue them, and gives no assurance as to their accuracy, validity or enforceability.

7. Minimum requirements

7.1 The Tribe Services require supported browsers and system configurations. Tribe does not guarantee performance if unsupported browsers or devices are used.

8. User IDs and passwords

8.1 Tribe provides user accounts in accordance with the Member's plan. Accounts must be assigned only to the Member's employees or authorised representatives, may not be shared or transferred, and the Member is responsible for all activity under its accounts.

9. Submissions

9.1 All content and information submitted by the Member ("Submissions") remain the Member's property. By submitting, the Member grants Tribe a licence to use, process and transmit such data as necessary to operate the Platform. Tribe may use aggregated, anonymised data for analytics and product development.

9.2 Tribe may use, copy, transmit, distribute, disclose and display Member Information only in the form of generic statistical data, meaning de-identified and/or anonymised aggregated data gathered from at least three different Members.

10. Member's representations, undertakings and warranties

By entering into this Agreement and using any Tribe Service, the Member represents, undertakes and warrants that upon execution and at all times thereafter:

- (a) The Member is a duly formed and validly existing legal entity under the laws of its place of registration.
- (b) The execution, delivery and performance of this Agreement is duly authorised, and the Agreement has been validly executed by authorised representatives.
- (c) Any person provided with a user account is duly authorised to act on behalf of the Member.
- (d) All information provided by or on behalf of the Member is true, correct and not misleading.
- (e) The Member has the necessary licences, rights, consents and permissions to provide all content and submissions through the Tribe Services. In particular, where the Member submits information

revealing a passenger's health, mobility, accessibility or dietary requirements, or any other special category of personal data, the Member warrants that it has obtained that individual's explicit consent to its disclosure to Tribe and onward disclosure to the relevant Operator, and will provide evidence of that consent to Tribe on request.

- (f) When submitting aircraft availability, the Member represents that the operator holds a valid Air Operator Certificate, Part 135 Certificate or equivalent approval, and that the registration number provided is valid and correct.
- (g) The Member shall comply with all applicable laws and aviation industry standards.
- (h) The Member is not insolvent, bankrupt, in liquidation or under receivership.

11. Tribe's representations, undertakings and warranties

11.1 Tribe represents and warrants that it is duly incorporated and validly existing under DIFC law, and that this Agreement has been duly executed by authorised persons.

11.2 Tribe will use commercially reasonable efforts to maintain availability of its digital services, and may suspend access for maintenance, upgrades or to protect the security and integrity of the Platform.

11.3 Tribe shall not be responsible for service interruptions caused by factors outside its control.

12. Prohibited use

12.1 The Member may not, and may not attempt to: use the Tribe Services for unlawful or fraudulent purposes; introduce code that threatens the security or functionality of the Services; interfere with the functionality or security of the Services or intercept any system or data; impose an unreasonable load on the Services; harass, harm, impersonate or misrepresent affiliation with any individual or entity; scrape, download without authorisation, or hack; reverse engineer, decompile, disassemble or modify the Services; or download datasets to create or supplement a third-party database without Tribe's written permission.

12.2 Any breach of this Section 12 is a material breach of this Agreement.

13. Data encryption, storage and deletion

13.1 Encryption

Chat messages, communications and submissions are stored on Amazon Web Services infrastructure using server-side encryption at rest. Data transmitted between the Member and Tribe's systems is encrypted using HTTPS/TLS.

13.2 Access controls

Tribe and its employees do not access the content of chat messages or submissions except as required by law, for support at the Member's request, or upon a verified request from the rightful data owner. Limited metadata and operational logs may be accessed for troubleshooting and security.

13.3 Data location

Member and client data is hosted on Amazon Web Services infrastructure in India (Mumbai region). Audit logs are held in the United Arab Emirates, and WhatsApp message content is processed by Twilio in the United States and Ireland. Tribe's current sub-processors, with purposes and locations, are set out in the Sub-Processor List referenced in the Privacy Notice.

13.4 Data ownership

(a) All Submissions remain the property of the submitting Member. (b) Tribe may use aggregated, anonymised information to improve the Services, in accordance with Section 9. (c) Tribe will provide stored information to its rightful owner upon a verified request.

13.5 Data retention and deletion

(a) Tribe retains the Member's account record, chat messages and quotes for the duration of the Membership, and for thirty-five (35) days following termination or expiry to permit export and reactivation, after which they are deleted or anonymised in accordance with paragraphs (b) and (c). Accounts that remain dormant for an extended period may be deleted without further notice. Members are responsible for exporting records they wish to retain.

(b) At the end of the thirty-five (35) day period, or earlier at the Member's request, Tribe deletes the Member's uploaded files, profile images, login history, search history, saved aircraft and contact records, and anonymises the Member's account record by replacing identifying fields with random values. Tribe retains no key or mapping enabling that anonymisation to be reversed.

(c) Records of transactions between the Member and another Member or Operator, including quotes and requests for quotation, are retained in anonymised form, on the basis that they may be required for the establishment, exercise or defence of legal claims and that the counterparty retains its own interest in them. Company records, aircraft records and company logos are not personal data and are unaffected by the anonymisation of an individual account.

(d) Tribe may offer extended storage or retrieval as an optional paid service. For the avoidance of doubt, no fee applies to the exercise of a statutory data protection right, including erasure, access, rectification or portability, which Tribe provides free of charge.

(e) Retention periods required by applicable law, and retention necessary for the establishment, exercise or defence of legal claims, override paragraphs (a) to (c) to the extent of that requirement.

(f) Details of retention by data category are set out in Tribe's Privacy Notice.

13.6 Limitations

(a) Tribe does not control what data is transmitted by Members through the Platform or how such data is ultimately used. (b) Tribe may modify the encryption protocols and storage methodology used by the Platform, provided any replacement provides an equivalent or stronger level of protection.

13.7 Special category data

(a) Tribe does not collect special category personal data in order to arrange or operate flights; that is done by the Member and the Operator directly. Where such data — including information revealing a passenger's health, mobility, accessibility or dietary requirements — is present in the Platform, it is because the Member submitted it, or because it was contained in a document or message the Member transmitted and was captured when that document was read. Tribe holds it solely as processor, on the Member's instructions, so that the Member may conduct its own business.

(b) Tribe does not delete such data on a fixed schedule. It is retained with the record of which it forms part, for as long as the Member requires it, and is deleted on the Member's instruction. Where the data has been incorporated into an extracted record, a document or a message thread, complete removal may not be technically possible; Tribe will confirm what has been removed and identify anything that has not.

(c) Members should include special category personal data only where it is necessary for their own business purposes, and should use any structured field Tribe provides for it in preference to free text.

(d) Where such data is contained in a document, an attachment, a chat message or a free-text field, Tribe cannot reliably identify it in order to locate, restrict or delete it on request. The Member accepts responsibility for that consequence, including in responding to any request made to the Member by the individual concerned.

(e) The Member's warranty in Section 10(e) as to explicit consent applies to such data however it reaches the Platform, including where it is captured from a document by an automated feature.

14. Confidentiality

14.1 Both Parties agree to treat as confidential any non-public business, technical or operational information disclosed under this Agreement.

14.2 Exceptions include disclosures required by law, regulation or court order; to professional advisers bound by confidentiality; or already in the public domain without breach of this Agreement.

14.3 Confidentiality obligations continue for as long as the information remains confidential, and survive termination of this Agreement without limit of time.

15. Risk, liability and indemnities

15.1 Use at your own risk

(a) The Member uses the Tribe Services, and relies on any information obtained through them, at its own risk and on its own commercial judgement.

(b) In this Section, "Tribe Parties" means Tribe, its holding companies, subsidiaries and affiliates, and the shareholders, directors, officers, employees, contractors, agents and partners of any of them. Every exclusion and limitation in this Section applies to each of the Tribe Parties, and the Member shall bring no claim against any Tribe Party other than Tribe itself in respect of any matter arising under or in connection with this Agreement.

15.2 Matters for which Tribe is not responsible

Without limiting anything else in this Section, the Tribe Parties are not liable for, and give no assurance in respect of:

- (a) any charter, brokerage or other contract between a Member and any Operator, Broker, Customer or third party, to which Tribe is not a party;
- (b) the acts, omissions, conduct, solvency, certification, licensing or regulatory compliance of any Member or third party;
- (c) the accuracy, completeness, currency or lawfulness of any information, quote, price, availability, aircraft detail or document submitted by a Member or third party, or of any output derived from it;
- (d) any commercial decision taken, or not taken, in reliance on the Services;
- (e) any payment made to any party, including any payment misdirected as a result of inaccurate or altered bank details (Section 6.5);
- (f) any failure, interruption, error or unavailability of the Services, or loss or corruption of data, except where it results from breach of Section 15.3(a);
- (g) the acts, omissions or terms of any third-party service used with or reached through the Services; and
- (h) any flight, its operation, safety, delay, cancellation or outcome.

15.3 Warranties

(a) Tribe warrants only that it will provide the Services with reasonable skill and care. This warranty cannot lawfully be excluded in all jurisdictions in which the Services are offered.

(b) Subject to paragraph (a), the Services are provided "as is" and "as available". To the fullest extent permitted by law, the Tribe Parties exclude all other warranties, conditions, representations and terms, whether express, implied, statutory or otherwise, including any as to merchantability, fitness for a particular purpose, accuracy, or uninterrupted or error-free operation.

15.4 Excluded losses

To the fullest extent permitted by law, the Tribe Parties are not liable for loss of profit, revenue, anticipated savings, business, business opportunity, contracts, goodwill or reputation, for loss or

corruption of data, or for any indirect, incidental, special, punitive or consequential loss, in each case whether or not foreseeable and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

15.5 Financial cap

(a) Subject to Sections 15.6 and 15.7, the total aggregate liability of the Tribe Parties arising out of or in connection with this Agreement is limited to the membership fees paid by the Member in the twelve (12) months preceding the first event giving rise to the claim.

(b) This limit applies to all claims in aggregate and not to each claim separately.

15.6 Data protection liability

(a) The limit in Section 15.5 does not apply to liability arising from breach of Section 20 (Data protection) or of applicable data protection law. In respect of such liability, Tribe's total aggregate liability is limited to the greater of (i) three (3) times the membership fees paid in the twelve (12) months preceding the first event giving rise to the claim, and (ii) USD 5,000.

(b) A separate limit applies here because a data subject's right to compensation under applicable data protection law arises by statute and cannot be excluded by agreement between Tribe and the Member.

(c) Where both Parties are liable in respect of the same processing, each bears liability in proportion to its responsibility for the event giving rise to it.

15.7 Liability that cannot be limited

Nothing in this Agreement excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) the Member's obligation to pay fees properly due; or (d) any other liability which cannot lawfully be excluded or limited. These exceptions are stated because a clause purporting to exclude such liability may be held unenforceable in whole, which would remove the protection this Section is intended to provide.

15.8 Indemnity by the Member

(a) The Member shall indemnify and hold harmless the Tribe Parties against all losses, damages, liabilities and reasonable costs (including legal fees) arising from any third-party claim caused by: inaccuracies in the Member's pricing, flight times, aircraft details or operational data; failure to honour aircraft availability; disputes over additional charges or surcharges; misuse of another Member's information; breach of Section 10(e) in respect of passenger data; or the Member's breach of applicable law or infringement of third-party rights.

(b) A Tribe Party seeking indemnity shall notify the Member promptly, allow the Member to conduct the defence and settlement of the claim (provided no settlement admits liability on a Tribe Party's behalf or imposes any obligation on it without consent), and provide reasonable cooperation at the Member's expense.

15.9 Time limit for claims

No claim may be brought under this Agreement more than twelve (12) months after the claimant became aware, or ought reasonably to have become aware, of the facts giving rise to it, save for claims within Section 15.7(a) or (b).

15.10 Availability and account security

(a) Tribe may withdraw, suspend or amend any part of its websites, applications or Marketplace services, subject to Section 21.

(b) Members are responsible for maintaining the confidentiality of credentials, and must report any unauthorised access to Tribe without delay.

(c) Tribe may disable any user ID, password or account access where necessary for security reasons or in accordance with Section 21.5.

16. Aviation information, documents and safety

16.1 Nature of the information. Aviation information available through the Platform originates from Members, from third-party systems, or from publicly available sources compiled by Tribe. It is displayed as supplied and is not verified, validated, audited, inspected or endorsed by Tribe. Tribe is a technology provider. It is not an air carrier, operator, broker, freight forwarder, flight-support provider or safety auditor, holds no aviation certification, and employs no personnel for the purpose of assessing aircraft, operators or flights.

16.2 Pricing

(a) Prices, quotes and estimates shown are indicative only and are not binding on any party until confirmed directly by the Operator in a contract with the Member or its client.

(b) Indicative pricing may exclude positioning and ferry costs, fuel and other surcharges, handling, landing, navigation and parking charges, de-icing, catering, ground transport, crew duty, overnight and waiting time, extended operating hours, permits, taxes, VAT, air passenger duty or equivalent levies, and cancellation or amendment fees.

(c) Currency conversions are indicative and may not reflect the rate applied at settlement.

(d) Empty-leg, one-way and repositioning pricing is inherently volatile and may be withdrawn or altered without notice.

16.3 Aircraft details

(a) Aircraft information — including registration, type and variant, year of manufacture or refurbishment, seating configuration, cabin dimensions, range, speed, baggage capacity, lavatory and galley provision, connectivity, entertainment and other amenities — is generally compiled by Tribe from publicly available sources and third-party data. It is not supplied, confirmed or verified by the Operator, and may be inaccurate, incomplete, outdated or attributed to the wrong aircraft.

(b) Images are generally drawn from public material and may be representative of an aircraft type rather than of the specific aircraft offered. Cabin configuration and condition may differ from anything shown.

(c) Tribe does not inspect any aircraft and gives no assurance as to its condition, configuration or suitability for any purpose.

16.4 Availability

Availability shown on the Platform may not be current, and is subject to prior sale, maintenance requirements, operational and crew constraints, and the Operator's own commitments. Nothing displayed on the Platform reserves, holds or secures any aircraft.

16.5 Certification, insurance and compliance documents

(a) Operators may upload documents to the Platform, including Air Operator Certificates, Part 135 or equivalent certificates, operations specifications, certificates of airworthiness, insurance certificates, safety audit ratings and registration documents.

(b) Tribe stores and displays these documents exactly as supplied. Tribe does not verify their authenticity, validity, currency, completeness or scope, does not check them against any issuing authority, register or insurer, and does not monitor whether they remain in force.

(c) A document available through the Platform may be expired, suspended, superseded, incomplete, altered or fraudulent. Its presence on the Platform is not evidence that it is genuine, current or applicable to a particular aircraft or flight.

(d) Before relying on any such document, the Member must verify it independently with the issuing authority, the insurer, or another authoritative source. The Member must not represent to any third party that Tribe has verified a document.

16.6 Safety

(a) Tribe does not assess, rate, audit, approve or endorse the safety of any aircraft, operator, crew or flight. The presence of an Operator or aircraft on the Platform is not a recommendation and carries no implication as to safety or suitability.

(b) Tribe has no visibility of, and gives no assurance in respect of, airworthiness status, maintenance history or currency, airworthiness directives, minimum equipment list items, crew qualification, currency, training or duty and rest status, or the accident, incident or enforcement history of any operator or aircraft.

(c) Responsibility for safety due diligence rests entirely with the Member and its client, including the commissioning of any third-party audit or rating the Member considers appropriate.

16.7 Operational and regulatory matters

Tribe gives no assurance in respect of runway performance or aircraft suitability for any airport, slots, curfews, prior permission requirements, customs, immigration or handling availability, overflight and landing permits, traffic rights or cabotage restrictions, passenger rights regimes, public charter or indirect air carrier rules, dangerous goods, live animals, firearms or medical equipment carriage, or weight and balance. Airport and route information available through the Platform may be incomplete or out of date.

16.8 Sanctions, screening and financial crime

(a) Tribe does not screen Members, their clients, passengers, aircraft, owners, beneficial owners, destinations or transactions against sanctions lists, politically exposed person lists, watchlists or export control regimes, and performs no anti-money-laundering or know-your-customer checks on behalf of any Member.

(b) The Member is solely responsible for compliance with all applicable sanctions, export control, anti-money-laundering, anti-bribery and counter-terrorist financing laws, and for screening its own counterparties, clients and passengers.

(c) The Member shall not use the Services in connection with any transaction that would place Tribe or any Member in breach of such laws, and shall notify Tribe immediately if it becomes aware that it has done so.

16.9 Third-party sources

Some information available through the Platform is received from third-party systems, including operator scheduling, fleet management and flight-support platforms. Tribe does not control those systems, does not verify what they supply, and is not responsible for their accuracy, completeness, availability or continuity.

16.10 Environmental and emissions information

Any emissions, fuel burn or environmental figures shown are estimates derived from generic models. They are not calculated for regulatory purposes and must not be relied on for emissions trading, offsetting, reporting or compliance under CORSIA, the EU or UK Emissions Trading Schemes, or any equivalent regime.

16.11 Automated extraction, interpretation and summaries

(a) The Platform provides features that automatically read, interpret, extract, structure or summarise information from documents and messages supplied by Members or third parties, including the extraction of quote details and the interpretation of inquiries. These features operate automatically and may use machine learning and large language models.

(b) Output produced by these features is derived, not original. The document or message from which it was derived is the authoritative version, and where the two differ the source prevails.

(c) Such output may be incomplete, inaccurate or wrong. In particular it may misread or transpose figures, currencies, units, dates, times, airports, registrations or aircraft types; may omit conditions, exclusions, assumptions, validity periods or qualifications present in the source; may not reflect a subsequent amendment, correction or withdrawal; and may include content that does not appear in the source at all.

(d) Before relying on, acting on, or passing to any client or third party any output from these features — and in particular before quoting a price, accepting a quote, or confirming any operational detail — the Member shall check that output against the source document or message.

(e) Such output is not a quote, offer, acceptance, confirmation or advice from Tribe. It does not bind Tribe, the Operator, or any other party, and creates no contract.

(f) The Tribe Parties are not liable for any loss arising from reliance on output from these features, including where the Member has reproduced or passed that output to a client or third party, and including where the Member was unaware that the output was generated automatically.

(g) Where these features process personal data, they do so as described in the Privacy Notice.

16.12 Operational, aeronautical and safety-related information

(a) The Platform and its automated features may present or generate information bearing on the operation of a flight, including route and aircraft feasibility assessments, aeronautical notices (NOTAMs), meteorological information, aerodrome and airspace data, range, performance, payload and fuel estimates, permit and slot requirements, crew duty considerations, and estimated timings.

(b) Tribe is not an aeronautical information service provider, a meteorological service provider, or a flight planning or dispatch service, and holds no approval or certification to act as any of them. Nothing available through the Platform constitutes an official source of aeronautical or meteorological information.

(c) Information of this kind is provided for general commercial guidance only. It may be incomplete, out of date, superseded, wrongly interpreted, or generated automatically, and it is not monitored for currency. Aeronautical and meteorological information changes continuously and may cease to be valid at any time, including after it has been displayed.

(d) Such information must not be used for flight planning, dispatch, or any decision affecting the safety of a flight. Before any such decision, the Operator, the pilot in command, or another appropriately qualified person must obtain current information directly from the official source, including the relevant aeronautical information service and NOTAM office, an approved meteorological provider, and the aircraft flight manual and approved performance data.

(e) Responsibility for airworthiness, flight planning, fuel and payload planning, performance calculation, crew duty and rest, and the decision whether to operate a flight rests solely with the Operator and the pilot in command. It is not affected, shared or reduced by anything displayed on or generated by the Platform.

(f) A feasibility assessment indicates only that a trip may merit further enquiry. It is not a confirmation that an aircraft can lawfully, safely or practically perform the trip, and must not be represented to any client as such.

(g) The exclusions and limitations in Section 15 and in Section 16.11 apply to all information described in this Section.

16.13 The Member's duty to verify

(a) Before entering into or offering any charter or related contract, the Member shall independently verify with the Operator, and where appropriate with the relevant authority or insurer: pricing and what

it includes; the identity, registration, configuration and condition of the aircraft; its availability; the Operator's certification, authorisations and insurance; and the operational and regulatory suitability of the proposed flight.

(b) The Member acknowledges that information obtained through the Platform is a starting point for its own enquiries and is not a substitute for them, and that the Member does not rely on Tribe in making any commercial or safety decision.

(c) The exclusions and limitations in Section 15 apply to every matter described in this Section 16.

17. Intellectual property

17.1 Tribe retains all rights to its software, databases, designs and branding. Members retain ownership of their brand assets, aircraft details and operational data. Nothing in this Agreement transfers ownership of intellectual property between the Parties.

17.2 Members are granted a limited, non-exclusive, non-transferable right to use the Platform strictly for business aviation purposes in accordance with these Terms. All rights not expressly granted are reserved by Tribe.

18. No responsibility for other Members or third parties

18.1 Tribe is not responsible for the actions, financial capacity or compliance of Brokers or Operators. All contracts for flights or services are directly between Brokers, Operators and Customers.

18.2 Operators agree that Tribe may list aircraft based on publicly available information, and may request deactivation at any time.

19. User contributions

19.1 The Platform may contain chat features, message boards or other interactive services. Content submitted through them is considered non-confidential as between Members to whom it is directed, without prejudice to Tribe's confidentiality obligations in Section 14 and the Privacy Notice.

19.2 By posting User Contributions, Members grant Tribe a worldwide, royalty-free licence to use, reproduce, modify and display such content solely to operate the Platform.

19.3 Members remain responsible for the accuracy, legality and appropriateness of their User Contributions.

20. Data protection

20.1 Roles. In respect of personal data a Member submits about its own clients, employees and contacts ("Member Personal Data"), the Member acts as Controller and Tribe acts as Processor. In respect of the Member's own account and business information, Tribe acts as Controller as described in the Privacy Notice.

20.2 Instructions. Tribe processes Member Personal Data only on the Member's documented instructions, given through the Member's use of the Services and through this Agreement, unless required otherwise by applicable law, in which case Tribe will inform the Member before processing unless legally prohibited from doing so.

20.3 Confidentiality. Tribe ensures that persons authorised to process Member Personal Data are bound by appropriate confidentiality obligations.

20.4 Security. Tribe implements appropriate technical and organisational measures as described in Section 13 and the Privacy Notice, and will assist the Member in meeting its own security obligations, taking into account the nature of the processing and the information available to Tribe.

20.5 Sub-processors. Tribe engages sub-processors to provide the Services, and the Member authorises it to do so. Each sub-processor is engaged under a written agreement containing protections equivalent to this Section. Tribe's current sub-processors are identified in the Sub-Processor List referenced in the Privacy Notice.

20.6 Individuals' rights. Taking into account the nature of the processing, Tribe will assist the Member by appropriate technical and organisational measures in responding to requests from individuals exercising their rights. Such assistance is provided at no charge to a reasonable extent. Where a Member's requests for assistance are repetitive, or materially disproportionate to the nature and volume of the processing, Tribe may charge for the additional work at its standard rates, on prior written notice and with the Member's agreement. This does not apply to an individual exercising their own rights directly with Tribe, which is always free of charge.

20.7 Breach notification. Tribe will notify the Member without undue delay after becoming aware of a personal data breach affecting Member Personal Data, and provide the information reasonably available to assist the Member's own notification obligations.

20.8 Assistance. Tribe will assist the Member with data protection impact assessments and prior consultations with a supervisory authority, to the extent required and taking into account the information available to Tribe.

20.9 Return and deletion. On termination, Tribe will delete Member Personal Data in accordance with Section 13.5, or return it in a machine-readable format at the Member's request made within the thirty-five (35) day period, except where retention is required by applicable law.

20.10 Audit. Tribe will make available information reasonably necessary to demonstrate compliance with this Section, and will allow for and contribute to audits by the Member or an auditor mandated by the Member, no more than once per year unless required by a supervisory authority, subject to reasonable notice and confidentiality.

20.11 Public authority requests. Where Tribe receives a request from a public authority for disclosure of Member Personal Data, Tribe will, to the extent permitted by law, inform the Member and take steps consistent with Article 28 of the DIFC Data Protection Law, including seeking written assurances as to how the data will be stored and used.

20.12 Transfers. Where Tribe transfers Member Personal Data to a jurisdiction not recognised as adequate, Tribe applies the safeguards described in the Privacy Notice, including the standard contractual clauses incorporated into its agreements with the relevant sub-processors.

20.13 Applicable law. Each Party shall comply with the DIFC Data Protection Law No. 5 of 2020 and, where applicable to its processing, the EU General Data Protection Regulation and the UK General Data Protection Regulation.

20A. AI-assisted features

20A.1 Tribe operates automated features that read, interpret, extract, structure and summarise information, and an assistant that answers questions and prepares draft responses (the assistant being currently provided under the name "Orion"). In this Agreement these are together referred to as the AI-assisted features. They use large language models supplied by third parties, selected by Tribe as best suited to each task and subject to change, and are described in the Privacy Notice.

20A.2 As between Tribe and the Member, Tribe is responsible for the operation of these features and operates them within limits that Tribe defines and records. The features may not access information outside the requesting user's permissions, determine their own purposes, send any communication without a person choosing to send it, conclude or accept any offer, or take any step creating a contract.

20A.3 Member Submissions are not used to train, tune or improve any model, whether operated by Tribe or by a third party. Tribe will use a model provider only on terms that prevent Member Submissions from being used for that purpose, and this applies whichever model Tribe uses.

20A.4 The Member shall not submit payment card data to these features, and shall have regard to Section 13.7 in respect of special category personal data.

20A.5 The Member shall not use these features to generate content that is unlawful or misleading, or present any output as having been verified by Tribe.

20A.6 Output from these features is subject to Section 16.11. The Member remains responsible for checking it against source before relying on it, sending it, or passing it to a client.

20A.7 Tribe will give Members reasonable notice before enabling a new AI-assisted feature that processes Member Personal Data, and will update the Privacy Notice before doing so.

20A.8 Where a feature is charged by usage, Section 4.7(c) applies.

20A.9 Document indexing. (a) A Member may enable individual documents so that the assistant can answer questions from them. No document is indexed unless a Member enables it.

(b) Only the Member to which a document belongs may enable it for indexing. A Member must enable indexing only for a document it is entitled to make available for that purpose, and is responsible for holding the necessary rights and consents in respect of its content.

(c) Before indexing, Tribe applies automated checks intended to exclude documents containing personal information. Those checks are automated and may not identify every case. The Member remains responsible for the content it enables.

(d) Members must not enable indexing for documents containing payment card data or special category personal data.

(e) Content derived from an indexed document is stored separately from the document itself and is partitioned by Member. The assistant serves that content only to users of the Member that enabled the document.

(f) Derived content is retained for as long as the Member keeps the document enabled. It is not retained separately from the source document: where a Member disables indexing, deletes the source document, or the automated checks in paragraph (c) subsequently fail for that document, the derived content is removed.

20A.10 Connecting a Tribe account to Orion. (a) A Member's user may authorise the assistant to access the Services on their behalf. Authorisation is given on Tribe's own pages, and the user's password is not disclosed to the assistant.

(b) Once authorised, the assistant acts with that user's permissions and can access only what that user could access directly in the Platform. It cannot access information belonging to another Member.

(c) An authorisation is time-limited and expires unless renewed. A user may revoke an authorisation at any time; revocation takes effect immediately and the stored authorisation is deleted. An expired or revoked authorisation is never reused.

(d) The Member remains responsible for activity carried out under its users' authorisations, as provided in Section 8.1.

21. Term, suspension and termination

21.1 Term. This Agreement begins when the Member accepts it or first accesses the Services, whichever is earlier, and continues until the membership ends under this Section or Section 4.8.

21.2 Termination by Tribe. Tribe may terminate this Agreement at any time on written notice, and with immediate effect where Tribe considers it necessary to protect its rights, the Platform, its Members or any third party. Where Tribe terminates other than for a reason set out in Section 21.4, the Member is entitled to a pro-rata refund of fees paid for the unexpired part of the current billing period, under Section 4.10(b).

21.3 Termination for material breach. Either Party may terminate this Agreement by written notice if the other commits a material breach and, where the breach is capable of remedy, fails to remedy it within thirty (30) days of written notice specifying the breach and requiring it to be remedied.

21.4 Immediate termination. Tribe may terminate this Agreement with immediate effect on written notice where: (a) the Member breaches Section 5 (Authorized Use) or Section 12 (Prohibited Use); (b) the Member's use of the Services creates a material risk to the security, integrity or lawful operation of the Platform or to other Members; (c) fees remain unpaid thirty (30) days after suspension under Section 4.11; or (d) the Member becomes insolvent, enters liquidation, administration or receivership, or makes an arrangement with its creditors. Either Party may terminate immediately if the other becomes insolvent as described in (d).

21.5 Suspension. Tribe may suspend all or part of a Member's access where: (a) fees are overdue following the reminder process in Section 4.11; (b) Tribe reasonably suspects a breach of Section 5 or Section 12; (c) suspension is necessary to protect the security or integrity of the Platform, or to comply with a legal or regulatory obligation. Tribe will notify the Member of a suspension and its reason as soon as reasonably practicable, and will restore access promptly once the cause is resolved. Suspension does not extend the term or reduce fees payable, except where the suspension was made in error.

21.6 Effect of termination. On termination or expiry: (a) the Member's right to access and use the Services ends; (b) fees accrued up to the date of termination remain payable, and any refund due is calculated under Section 4.10; (c) the Member may export its Submissions during the thirty-five (35) day period described in Section 13.5(a), after which they are deleted; and (d) each Party returns or destroys the other's confidential information, subject to any legal retention obligation.

21.7 Survival. Sections 9 (Submissions), 13 (Data encryption, storage and deletion), 14 (Confidentiality), 15 (Risk, liability and indemnities), 16 (Aviation information, documents and safety), 17 (Intellectual property), 20 (Data protection), 22 (Governing law and disputes), and any other provision which by its nature is intended to survive, continue in effect after termination.

22. Governing law and disputes

22.1 These Terms are governed by the laws of the Dubai International Financial Centre (DIFC).

22.2 Disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre (DIAC) in force at the time the request for arbitration is submitted, by one (1) arbitrator, seated in the Dubai International Financial Centre and conducted in English.

22.3 Claims may only be brought in an individual capacity and not as part of a class or collective action.

23. Monitoring and enforcement

23.1 Tribe may remove or refuse to post any User Contributions; take action necessary to enforce these Terms, including suspending accounts; disclose Member identity to third parties claiming infringement or illegality where legally required or permitted; cooperate with law enforcement; and terminate or suspend Platform access for any violation.

23.2 Tribe does not guarantee pre-screening of content and is not liable for action or inaction with respect to transmissions, content or communications by Members or third parties.

24. Miscellaneous

24.1 Nothing in this Agreement creates a partnership, joint venture or employment relationship.

24.2 If any clause is held invalid, the remainder continues in effect.

24.3 Tribe may assign its rights under this Agreement within its corporate group.

24.4 Notices may be delivered electronically to the email addresses on record.

24.5 Force majeure. Neither Party is liable for failure or delay in performing its obligations (other than payment obligations) where caused by an event beyond its reasonable control, including acts of God, war, terrorism, civil unrest, epidemic, industrial action, failure of telecommunications or internet infrastructure, or the act or omission of a third-party provider. The affected Party shall notify the other and use reasonable efforts to resume performance. If such an event continues for more than sixty (60) days, either Party may terminate on written notice, and Tribe shall refund fees paid for the unexpired part of the current billing period.

24.6 Entire agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding. Neither Party has relied on any statement not set out in it, but nothing in this Section limits liability for fraudulent misrepresentation. In the event of conflict, the order of precedence is: any separate written agreement signed by both Parties, these General Terms and Conditions, any applicable Supplemental Terms, then the Privacy Notice — save that the Privacy Notice prevails on matters of personal data handling.

25. Acceptance

25.1 By clicking the acceptance box during online signup, the Member acknowledges that they have read, understood and agree to be bound by these General Terms and Conditions, any applicable Supplemental Terms and the Privacy Notice. Tribe records the version accepted and the date of acceptance.

