

# PRIVACY POLICY

Welcome to flytailwind.com. This privacy notice discloses the privacy practices for flytailwind.com.

This privacy notice applies solely to information collected by this web site. It will notify you of the following:

- What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
- What choices are available to you regarding the use of your data.
- The security procedures in place to protect the misuse of your information.
- How you can correct any inaccuracies in the information.

## **Information Collection, Use, and Sharing**

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

## **Your Access to and Control Over Information**

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

## **Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for “https” at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at (212) 328-9145 or [info@flytailwind.com](mailto:info@flytailwind.com)

# TERMS OF SERVICE

## MODIFICATION OF THESE TERMS OF USE

Tailwind Air Service reserves the right to change the terms, conditions, and notices under which this website is offered, including but not limited to the charges associated with the use of this website.

## LINKS TO THIRD PARTY SITES

This website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Tailwind Air Service. Tailwind Air Service is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Tailwind Air Service is not responsible for webcasting or any other form of transmission received from any Linked Site. Tailwind Air Service is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Tailwind Air Service of the site or any association with its operators.

## NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this website, you warrant to Tailwind Air Service that you will not use the Tailwind Air Service website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use this Web Site in any manner which could damage, disable, overburden, or impair this website or interfere with any other party’s use and enjoyment of this website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Tailwind Air Service websites.

## USE OF COMMUNICATION SERVICES

This website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.

- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Tailwind Air Service has no obligation to monitor the Communication Services. However, Tailwind Air Service reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Tailwind Air Service reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. Tailwind Air Service reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Tailwind Air Service's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Tailwind Air Service does not control or endorse the content, messages or information found in any Communication Service and, therefore, Tailwind Air Service specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Tailwind Air Service spokespersons, and their views do not necessarily reflect those of Tailwind Air Service. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

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## **LIABILITY DISCLAIMER**

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## **TERMINATION/ACCESS RESTRICTION**

Tailwind Air Service reserves the right, in its sole discretion, to terminate your access to this website and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Westchester 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. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Tailwind Air Service as a result of this agreement or use of this website. Tailwind Air Service performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Tailwind Air Service's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this website or information provided to or gathered by Tailwind Air Service 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. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Tailwind Air Service with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Tailwind Air Service with respect to this website. A printed version of this agreement and of any notice given in electronic form shall 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. It is the express wish to the parties that agreement and all related documents be drawn up in English.

## **COPYRIGHT AND TRADEMARK NOTICES**

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## TRADEMARKS

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred. Any rights not expressly granted herein are reserved.

# REFERRAL PROGRAM TERMS AND CONDITIONS

These Referral Program Terms and Conditions (these "Referral Terms") set forth the terms and conditions for your participation in our referral program (the "Referral Program") and are hereby incorporated by reference into our Terms of Use. Capitalized terms not defined in these Referral Terms are defined in our Terms of Use.

### **Acceptance of these Referral Terms; Revised Referral Terms.**

By participating in the Referral Program in any way, you agree to be bound by these Referral Terms. If you do not agree to all of the terms and conditions of these Referral Terms, you may not participate in the Referral Program. We may revise these Referral Terms from time to time in our sole discretion, subject to applicable law. When we revise these Referral Terms, we will post the revised version on the Website. You are free to decide whether or not to accept a revised version of these Referral Terms, but accepting these Referral Terms, as revised, is required for you to continue participating in the Referral Program. If you do not agree to these Referral Terms or any revised version of these Referral Terms, your sole recourse is to terminate your participation in the Referral Program. Except as otherwise expressly stated by us, your participation in the Referral Program is subject to, and constitutes your acceptance of, the version of these Referral Terms in effect at the time of your participation in the Referral Program.

### **Eligibility.**

In order to participate in the Referral Program, you must accept and agree to our Terms of Use, including these Referral Terms and our Privacy Policy.

### **Earning Referral Rewards.**

When you register for a Tailwind Account or from time to time thereafter, we will provide you with a hyperlink, text link, badge, button, or other code via email, text message, social media platform, or other format that contains a unique referral ID associated to your Tailwind Account (a "Referral Link"). Subject to these Referral Terms, within 30 days of the consumption of a qualifying air ticket by each Qualifying Referral using your Referral Link, we will deposit the specified referral reward ("Referral Reward"), less any taxes or other amounts that we are required by law to withhold, in your Tailwind Account. Credits may be used towards any Tailwind Air Service operated flight activity, including individual ticket purchases, or charter bookings. Please refer to the Website for the current Referral Reward amount. All Referral rewards will be in the form of a credit or discount code in U.S. Dollars. For purposes of these Referral Terms, a "Qualifying Referral" means an individual that (a) does not currently have, and has never had, a Tailwind Account or Booking; (b) has not purchased an Air Ticket for a Tailwind flight prior to clicking on your Referral Link; and (c) uses your Referral Link to purchase air services directly from our website, Flytailwind.com, pursuant to our Terms of Use, including, but not limited to, verification of certain bank account and identification information. We will determine, in our sole discretion, whether a Qualifying Referral is in accordance with these Referral Terms and whether you are eligible to receive a Referral Reward.

### **Restrictions and Limitations.**

We reserve the right to investigate any suspicious or inappropriate activity relating to the Referral Program. Notwithstanding any provision of these Referral Terms, we are not be obligated to pay any Referral Rewards if we determine, in our sole discretion, that (a) the Purchase Process completed by a Qualifying Referral is not a bona fide transaction, including, without limitation, if you use a Referral link to purchase or establish more than one Tailwind account or air booking; or (b) you have engaged in any fraudulent or deceitful behavior in connection with the Referral Program, including, without limitation, if you, directly or indirectly, offer any person a financial or other incentive to purchase travel using your Referral Link or attempt to redirect traffic from, or divert Referral Rewards from, any other participant in the Referral Program. We reserve the right, in our sole discretion, cancel, remove, or suspend Referral Rewards while we investigate your participation in the Referral Program or any use of your Referral Links.

**Non-Exclusive.**

The Referral Program is non-exclusive. You acknowledge and agree that we may, at any time, solicit customer referrals via any method in our sole discretion.

**Termination or Suspension of Referral Program.**

You may stop participating in the Referral Program at any time by contacting us at [info@flytailwind.com](mailto:info@flytailwind.com) or 212-328-9145 and providing sufficient information for us to verify your identity. We may, in our sole discretion, suspend, limit, or terminate the Referral Program and terminate these Referral Terms and Conditions for any reason at any time by providing notice to you (including notice via email at the email address we have for you in our records). Termination of the Referral Program and these Referral Terms will not automatically result in the termination of our Terms of Use or your Tailwind Account, unless otherwise specified by us. However, termination of our Terms of Use or closure of your Account will result in the automatic termination of your participation in the Referral Program and termination of these Referral Terms. Upon termination of these Referral Terms, you must immediately cease all use of Referral Links, and Referral Rewards earned but unused as of the date of termination will remain available, unless we terminate these Referral Terms for your breach of these Referral Terms or our Terms of Use. Provisions of these Referral Terms that, by their nature, should survive termination of these Referral Terms will survive termination of these Referral Terms.

**Contact Us.**

If you have any questions, comments, or concerns regarding these Referral Terms or the Referral Program, you can contact us at [info@flytailwind.com](mailto:info@flytailwind.com), or 212-328-9145, 67 Tower Rd, Harrison, NY 10604

## REFUND AND CREDIT POLICY

### CANCELLATION AND REFUND POLICIES

### SCHEDULED FLIGHTS

Up to 24 hours after a ticket is purchased, passengers may cancel their reservation for a full refund. Beginning 24 hours from the time of purchase and up to 72 hours prior to departure time, passengers may change flights without penalty although must pay any increase in fare. Reservations cancelled during this period will be allowed to apply the price of the purchased ticket to future travel on Tailwind for up to one (1) year after purchase. Reservations cancelled within 72 hours and rebooked for future travel will incur a 50% fee based on the original price of the ticket. All tickets are non-refundable. Please call 212-328-9145 or email [reservations@flytailwind.com](mailto:reservations@flytailwind.com) to modify or cancel a reservation.

In the event of a flight cancellation or extensive delay, Tailwind will attempt to notify passengers in advance via the contact information submitted at the time of purchase. In the event of a flight cancellation, customers may choose between a refund or a credit good towards a future flight. We will assist with alternative arrangements to the extent possible.

### **COMMUTER TICKET BOOKS**

Commuter Ticket Books are non-transferable, but can be applied to reservations for the purchaser or any other passenger authorized by the purchaser.

Pre-Purchased ticket books are NON-Refundable and are valid for 24 months after purchase on any scheduled flight between those city pairs. Tailwind schedule is subject to change without notice. In the event Tailwind materially alters service to/from the city pair for which the commuter book was purchased, a refund on the unused portion of your purchase can be requested by calling (212) 328-9145. Such requests may take up to 21 days to process.

Scheduled service period for New York-Boston: Mid April to Early November.

New York- Nantucket: Memorial Day - End of September

### **PRIVATE CHARTER — U.S.**

Unless otherwise noted on the trip itinerary, confirmed travel may be cancelled up to 24 hours prior to departure with no charge. After that time, a 100% cancellation fee will be incurred. If an aircraft has been relocated for the purposes of your flight, you will be charged for the cost of that relocation or 20% of the total cost – whichever is greater.

### **PRIVATE CHARTER – INTERNATIONAL**

Cancellation more than 10 days prior to the flight will result in a 25% charge of the total price. Cancellation within 10 days of the flight will result in a 50% charge of the total price. Cancellation within 24 hours of the flight will result in a 100% charge. A change fee of \$100 may be charged for any changes made within 10 days of your charter.

### **SITE CREDIT**

All Paid Travel Credits for Tailwind Air Service are valid for 2 years from date of issue. Unpaid Credits earned through promotional or referral considerations are NON-refundable and may only be applied for the purchase of air services available on this site.