

## **UNDERTAKING FOR LAUNCH FLIGHTS**

### **(the "Undertaking")**

The launch flight(s) are operated by Aviation Services Company ("**Riyadh Air**", "**us**", "**we**", "**our**"). For the purposes of this Undertaking, the launch flight(s) include RX401 from Riyadh to London (RUH-LHR) and RX402 from London to Riyadh (LHR-RUH), although other routes may be made available by Riyadh Air from time to time (the "**Launch Flight(s)**") using the mobile application made available by us (the "**App**").

Please review these terms and conditions for Launch Flight(s) (the "**Terms**").

### **ELIGIBILITY AND RESPONSIBILITY OF USE**

The App may be accessed and used by you to browse, book, and manage products and services, including travel-related orders relating to the Launch Flights.

You may only place an order using the same identification credentials (e.g., name, email) as those stated in this Undertaking. Orders made using alternate or mismatched credentials may not be accepted.

You may also use the App to make bookings for your Direct Family Members, defined for the purposes of this Undertaking as your mother, father, spouse, and/or children ("**Direct Family Members**").

Where an order is made for Direct Family Members, you must travel on the Launch Flight(s) with your Direct Family Members.

You are responsible for ensuring that all individuals who access or use the App through your network, account, or booking, including Direct Family Members, are aware of these terms and conditions and any other applicable terms and conditions, and that they comply with them. You may be held liable for any misuse or breach of these terms and conditions by such individuals.

### **SCOPE**

Without prejudice to the regulations of international treaties and conventions to which the Kingdom of Saudi Arabia ("**KSA**") is a member of and their amendments, this Undertaking shall apply to your carriage on the Launch Flight(s) in conjunction with Riyadh Air Conditions of Carriage.

This Undertaking governs your participation in the Launch Flight(s). Once you proceed to place an order and make a booking through the App, these Terms, and any other Riyadh Air additional terms and policies will apply. In the event of any conflict between this Undertaking and those policies, the relevant policy shall apply unless otherwise required by applicable law.

### **DISRUPTION POLICY**

Your carriage on the Launch Flights is subject to the Riyadh Air Conditions of Carriage at [link] which you confirm that you have read and understood. To the extent of any conflict between this Undertaking and the Conditions of Carriage, the Conditions of Carriage will apply to the extent required by applicable law.

Given the nature of the Launch Flight(s), including promotional pricing, fare flexibility, and operational objectives, to the extent permitted under applicable law, Riyadh Air will adopt the following approach to compensation and re-accommodation in the event of disruption:

- a) **Delay:** No compensation or re-accommodation on other airline flights will be provided.
- b) **Cancellation:** You will be rebooked on the next available Riyadh Air flight. No hotel accommodation or meals will be provided.

- c) **Diversion:** Duty of care will be provided in line with regular operations, including hotel accommodation and rebooking on alternative flights (if required).

## CONDITIONS

By proceeding to book a ticket on a launch Flight, you acknowledge and agree that:

- a) you have read, understood, and voluntarily agreed to the Terms set forth herein;
- b) your participation in the Launch Flight(s) is not a condition of your employment;
- c) you confirm that you are of the age of majority and/or have all necessary authority, permission, and mental capacity, to accept these terms and conditions and that you agree to comply with them;
- d) you understand and accept that the Launch Flight(s) may be subject to operational testing and therefore may not reflect standard commercial service levels;
- e) you understand and accept that Launch Flight(s) may involve service and operational issues and you voluntarily assume the risk of these, including but not limited to delays, service limitations, or technical issues;
- f) you have been informed of the nature of the flight and agree to participate with full knowledge of the circumstances;
- g) you will provide feedback as set out below;
- h) you will to comply with confidentially requirements as set out below;
- i) Riyadh Air may use my image as part of media promotions related to the Launch Flights;
- j) the special offering provided by Riyadh Air with regard to the Launch Flights may be changed or withdrawn at any time; and
- k) this Undertaking constitute a legal agreement between us and you and is legally binding and enforceable.

## LIABILITY AND INDEMNITY

To the fullest extent permitted by applicable law, you agree to waive, release, and discharge Riyadh Air and its respective directors, officers, servants, employees, agents, insurers and reinsurers from any and all claims, liabilities, or damages arising from or related to your carriage on the Launch Flight(s), except in cases of willful misconduct.

## FEEDBACK

You agree to provide feedback on your experience with the Launch Flight(s) to assist Riyadh Air with improvements with guest experience. Feedback may be requested through multiple channels, including but not limited to:

- QR code linked to a short feedback form
- Surveys & interviews conducted by RX employees
- Post flight email feedback form

Your feedback will be requested across the end to end journey including but not limited to: searching & booking your flight, paying & managing your flight, travel to/from the airport, check-in & baggage, security & immigration, airport lounge & facilities, boarding welcome & takeoff, in flight entertainment, food & beverage, farewell, arrival, customs, baggage claim & other elements as required by Riyadh Air.

## CONFIDENTIALITY & RESTRICTIONS ON SOCIAL MEDIA & RECORDING DEVICES

You shall keep this Undertaking shall confidential and not disclose it to any person unless required by applicable law.

By signing this Undertaking, you acknowledge and agree:

- a) Save for when providing feedback directly back to Riyadh Air in accordance with the Feedback provision above, to maintain the confidentiality of any proprietary or sensitive information observed or disclosed during the Launch Flight(s), including operational procedures, service elements, or feedback.
- b) **That the use of cameras, mobile phones, or any recording devices to capture photos, videos, or audio during the Launch Flight(s) or related activities is strictly prohibited.**
- c) Not to disclose, share, or discuss any operational details, service elements, experiences, or internal communications related to the Launch Flight(s) with any third party, including but not limited to external vendors or partners, other Riyadh Air staff not involved in the Launch Flight(s), members of the public, media or press representatives or Riyadh Air competitors.
- d) **Not to post, publish, or comment on any aspect of the Launch Flight(s) on social media platforms, blogs, forums, or other public channels.**
- e) Not to engage with or respond to inquiries from journalists, bloggers, or media outlets regarding the Launch Flight(s). All media communications must be directed to [media@riyadhair.com](mailto:media@riyadhair.com)

This provision shall remain in effect indefinitely and shall survive the completion of the Launch Flight(s). Breach of this provision may result in appropriate administrative or disciplinary action (where applicable), and/or legal recourse.

You acknowledge and agree that, in the event of breach of this provision, damages would not be an adequate remedy and the remedies of prohibitory injunctions and other relief are appropriate and may be sought for any threatened or actual breach of this provision. No proof of special damages shall be necessary for the enforcement of Riyadh Air's rights under this provision.

## INVALIDITY

This Undertaking shall apply to the extent legally permissible.

If any provision of this Undertaking (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Undertaking, and the validity and enforceability of the other provisions of this Undertaking shall not be affected.

If a provision of this Undertaking (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## GOVERNING LAW

The Undertaking shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. In the event of any dispute or controversy between you and us arising out of or in connection with the Undertaking which cannot be settled amicably, the matter in dispute shall be referred for final settlement to the competent Saudi court in the Kingdom of Saudi Arabia. To the fullest extent permitted by applicable law, we reserve the right to bring any claim, action, or proceeding against you in any jurisdiction it deems appropriate. You agree that such jurisdiction shall be valid and binding, provided it complies with applicable legal requirements.