Baymac Terms and Conditions

These terms and conditions govern the relationship between Baymac Corporation ("Baymac") and Members of The Baymac Professional Groups including the Professional Pilots Group, Professional Cabin Crew Group, Professional Aircraft Engineers Group and the Professional Expats Group (referred to as "Baymac Professional Groups"). These terms and conditions should be read carefully, particularly as they include limitations and exclusions on the liability of Baymac.

- General Conditions
- Professional Pilots Group
- Professional Cabin Crew Group
- Professional Aircraft Engineers Group
- Professional Expats Group
- Membership Renewal and Termination
- Data Privacy
- <u>Limitation of Liability</u>
- Miscellaneous
- Law and Jurisdiction

General Conditions

- 1. The Baymac Professional Groups are managed and operated by Baymac Corporation.
- Baymac Professional Groups are open to individuals aged 18 or above who meet the requirements below of the specific Group to which they have applied.
 Membership is not available to corporations or other legal entities. Membership is accepted at the sole discretion of Baymac and upon payment of the required annual Membership Fee for the specific Group being applied for.
- 3. Members will be issued a membership number. The use of this number and associated benefits is deemed to be an acceptance of these terms and conditions and other terms and conditions for the Baymac Professional Groups that may be issued from time to time, to the benefit of Baymac.
- 4. Membership of Baymac Professional Groups is not transferable and may only be used by the Member.
- 5. Baymac reserves the right to modify Baymac Professional Groups structure, benefits or other features including these terms and conditions or to terminate Baymac Professional Groups at any time upon reasonable notice where possible, and Baymac will not be liable for any loss or damage resulting therefrom. Any use of Baymac Professional Groups by a Member or receipt of benefits as a consequence of being a Member of Baymac Professional Groups will be deemed as acceptance of any amendment to these terms and conditions.
- 6. Baymac Professional Groups membership joining fee is non-refundable. Children under the age of 18 whose parents are members of the Baymac Professional Groups are not required to pay a membership fee.
- 7. Baymac is not an insurance company or broker, nor does Baymac provide insurance, financial or investment advice. These services are provided to members by highly regulated organizations licensed to do so in the relevant jurisdiction. Baymac's Professional Member Services are only available for paid up members.

Professional Pilots Group

The Baymac Professional Pilots Group is open to individuals aged 18 or above who hold a valid Commercial Pilots License (CPL) or Air Transport Pilots License (ATPL) or equivalent issued by a Member State of the International Civil Aviation Organization (ICAO) or whose spouse holds a valid commercial pilots license or Air Transport Pilots License or equivalent issued by a Member State of the International Civil Aviation Organization (ICAO). Affiliate membership is available to pilots who have at some point held a CPL or ATPL and who no longer exercise the privileges of these licenses. Some products and services offered to the Professional Pilots Group may not be available for Affiliate Members. Affiliate Members are required to pay the applicable Membership Fee. Children under the age of 19 years of age whose parents are members of the Baymac Professional Pilots Group are not required to pay a membership fee. Children between the ages of 19 to 23 whose parents are members of the Baymac Professional Pilots Group may be accepted as a Student Member and pay the applicable student rate. Students over the age of 23 years may be granted Affiliate membership status at the discretion of Baymac.

Professional Cabin Crew Group

The Baymac Professional Cabin Crew Group is open to individuals aged 18 or above who at the time of application are employed with an aircraft operator as a cabin crew member, or whose spouse at the time of application is employed with an aircraft operator as a cabin crew member.

Professional Aircraft Engineers Group

The Baymac Professional Aircraft Engineers Group is open to individuals aged 18 or above who at the time of application are employed with an aircraft operator as an aircraft engineer or licensed mechanic, or whose spouse at the time of application is employed with an aircraft operator as an aircraft engineer or licensed mechanic.

Professional Expats Group

The Baymac Professional Expat Group is open to individuals aged 18 or above who at the time of application are multi-nationals (holding more than one nationality) or are resident outside of their country of citizenship.

Initials	here	 	

Membership Renewal and Termination

- 1. Membership is automatically renewed annually upon receipt of payment of membership fees.
- 2. Members may terminate their membership at any time by giving written notice to Baymac.
- 3. Baymac may forthwith terminate the membership of a Member and all benefits derived thereunder if a Member commits misconduct or fraud, misuses Membership benefits or fails to follow these terms and conditions. In such circumstances, Baymac shall simultaneously cancel all benefits of the Member.
- 4. Baymac may also terminate Baymac Professional Groups membership of a Member at its complete discretion and in such circumstances will provide the Member with 3 to 6 months notice of termination. Upon expiry of the notice period, all Membership benefits will be cancelled. Without prejudice to the foregoing, Baymac may alternatively at its discretion forthwith terminate or suspend a Member's right to use specified benefits or services of Baymac Professional Groups, with the Member retaining his/her overall membership in Baymac Professional Groups.
- Termination of membership for whatever reason shall be without prejudice to the accrued rights and remedies of Baymac and the Member as at the date of termination.
- 6. Upon the death of a Member, the membership account will be closed.

Data Privacy

- The personal data supplied by Members is required for the operation of Baymac Professional Groups, delivery of associated benefits and services, ongoing
 research and programme development and to communicate news and information to Members. Failure by Members to provide or keep required data up to date
 may result in Baymac being unable to provide membership of Baymac Professional Groups and associated benefits. In such cases, membership may be
 terminated.
- 2. All information is managed in accordance with the Baymac's <u>Data Privacy Policy</u>. Such Data Privacy Policy is deemed incorporated into the contract between Baymac and a Member. Information may be passed to supplier and partner organizations to facilitate communication of news and information to Members. Members have the right not to receive such communication from either Baymac or other partner organizations.
- 3. Members have the right to request to review and correct any personal data held by Baymac. An administration fee may be charged for the processing of these request.
- 4. Members are responsible for keeping Baymac up to date as to their correct personal details. Baymac is not responsible for any loss as a result of a Member's failure to notify of a change in address.

Limitation of Liability

- 1. Baymac shall not be liable to any Member for direct, indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with Baymac Professional Groups and/or the provision or the refusal to provide any benefits, whether such loss, damage or expense is caused by negligence or otherwise, and whether Baymac has any control over the circumstances giving rise to the claim or not.
- 2. In any event, subject to 1. above the liability of Baymac in contract, tort or otherwise with respect to any claim arising in respect of acts or omissions in operating Baymac Professional Groups shall be limited to the value of 1000 USD.
- 3. Baymac will endeavour to ensure the availability of services of Baymac Professional Groups when these are provided by partners but will not be liable for any loss arising from the failure by partners to provide such services. Where a Member uses the services provided by partners, the partners' terms and conditions will apply and Baymac will not be liable for any loss.
- 4. Baymac confirms that it will operate Baymac Professional Groups and provide Baymac Professional Groups facilities with reasonable care and skill, however, Baymac does not in any way warrant that Baymac Professional Groups benefits will always be available and all terms expressed or implied by statute or otherwise on the part of Baymac are hereby excluded to the fullest extent permitted by law.

Miscellaneous

- 1. The failure by Baymac to exercise or enforce any rights herein contained shall not be deemed to be a waiver thereof nor shall it affect Baymac's entitlement to take any subsequent action in respect of that right or of any other right.
- Should any provision of these terms and conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these terms and conditions. All provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

Law and Jurisdiction

These terms and conditions and the relationship between Baymac and each Member are governed by English law. By using Baymac Professional Groups each Member submits to the exclusive jurisdiction of the English courts.

	•••
Name & Signature	