

Air Charter Broker Disclosure Statement

Issued by: LIMITLESS SKY & SEA LLC **Registered office:** 8206 Louisiana Blvd NE, Ste A #9612, Albuquerque, NM 87113, USA **Contact:** charter@thelimitlessky.com · USA +1 505 520 3983 · Switzerland +41 78 205 60 87 **Disclosure regime:** 14 CFR Part 295 (US DOT — Air Charter Brokers)

1. Who we are

LIMITLESS SKY & SEA LLC ("Limitless Sky", "we", "us") is an **air charter broker** as defined in 14 CFR § 295.5(b). We are **not a direct air carrier**, we do not hold an FAA Air Carrier Certificate, and we do not have operational control of any aircraft. All flights we arrange are operated by independent third-party direct air carriers that hold the requisite FAA Part 135 (or, outside the US, EASA or equivalent) safety authority and DOT economic authority under 14 CFR Part 298 or 14 CFR Part 212/41302.

2. Capacity in which we act (14 CFR § 295.24(a)(2))

Unless we agree otherwise with you in writing in advance, we act as an **indirect air carrier** in our own name. We contract with you for the charter and we separately contract with the direct air carrier that will operate the flight. We re-sell the transportation for our own account.

If you expressly authorise us in writing to act as your agent in selecting an operator, we will instead act as a **bona fide agent of the charterer**. In that case we owe you a duty to disclose, on request, any corporate or business relationship between us and any candidate direct air carrier that could affect our selection (14 CFR § 295.24(a)(3)).

We do not act as agent of any direct air carrier unless that carrier has expressly authorised us to do so for a specific flight and we have disclosed that to you.

3. Identity of the operating carrier (14 CFR § 295.24(a)(1))

Before you sign the charter agreement, we will identify the corporate name of the direct air carrier that will be in operational control of the aircraft, together with any other names the carrier uses to hold itself out to the public. If, at the time of contracting, the operator has not been finally assigned, we will deliver this information to you within a reasonable time after it becomes available to us, and in all cases before the start of the transportation (14 CFR § 295.24(b), (d)).

If the operator changes after contracting, we will provide the updated information within a reasonable time. If the change information is delivered late, you have the right to cancel and obtain a full refund of monies paid for the affected transportation and any related services (14 CFR § 295.24(c) and (e)–(f)).

4. Insurance (14 CFR § 295.24(a)(6))

- **Operator aviation liability:** each direct air carrier we engage is required to carry aviation liability insurance with a minimum combined single limit appropriate to the aircraft category (typically USD 50 million for light jets through USD 300 million for heavy jets). We require the operator to name

LIMITLESS SKY & SEA LLC as additional insured for each flight. A certificate of insurance is available on request.

- **Broker professional liability:** LIMITLESS SKY & SEA LLC carries air charter broker professional indemnity / errors and omissions insurance. Current policy limits are disclosed in the cover note attached to each charter agreement. This coverage protects against broker professional errors and does NOT insure the charterer or passengers against death, injury or loss arising from the operation of the aircraft — that risk sits with the operator's aviation liability policy and applicable international conventions (Montreal / Warsaw).

5. Total price and third-party fees (14 CFR § 295.24(a)(4) and (5))

The quotation we deliver shows the total amount you pay to or through us for the air transportation, inclusive of all broker fees, US Federal Excise Tax (IRC § 4261 — 7.5% of amount paid plus per-segment fee), international head tax where applicable, and any government-imposed fees we are aware of. We will itemise these on request.

Some third-party charges are typically billed to you directly by the FBO, operator or service provider — most commonly: discretionary catering upgrades, ground transport, de-icing, hangarage, overflight permits, and unforeseen handling fees. On request we will share the existence and (if known) the amount of such fees, or a good-faith estimate where the amount is not yet known.

6. Refunds (14 CFR § 295.26)

If the transportation cannot be performed, or a refund is otherwise due:

- **Credit card payments:** refund processed within 7 business days of receipt of a complete refund request (14 CFR § 374.3; 12 CFR Part 226 / Regulation Z).
- **Bank transfer, cheque or other cash equivalents:** refund processed within 20 days of receipt of a complete refund request.

Operator cancellation charges, if applicable under the charter agreement, are deducted before refund.

7. Use of authorised carriers only (14 CFR § 295.20)

We arrange flights only with direct air carriers (or direct foreign air carriers) that hold all required FAA / EASA / national safety authority and DOT (or equivalent home-state) economic authority. We will not knowingly sell or arrange transportation that the assigned operator is not itself authorised to perform.

8. Prohibited representations (14 CFR § 295.23, § 295.50)

We do not, and will not, represent that we operate aircraft, that we hold an FAA Air Carrier Certificate, that we have operational control over any flight, that we directly insure passengers, or that any specific aircraft or pilot crew is contractually secured until the operator has issued a binding confirmation.

9. How to receive these disclosures

Disclosures are delivered electronically as part of every charter proposal. You may at any time request a fresh copy at charter@thelimitlessky.com or by post to the registered office above.

This statement reflects 14 CFR Part 295 as in effect on the date of issue. It is provided for the information of charterers and does not modify the charter agreement.

This document is part of the Limitless Sky compliance library. It is a working draft compiled from primary sources. Review with qualified counsel before signing, publishing or otherwise relying on it.