

KORA JETS

PRIVACY POLICY

Effective Date: 27 October 2026

Version: 2.1

Website: www.korajets.com

Privacy Contact: desk@korajets.com

1. INTRODUCTION AND SCOPE

1.1 About Kora Jets

Kora Jets ("Kora Jets", "we", "us" or "our") operates a technology-enabled private aviation marketplace and concierge service connecting members, passengers, aircraft operators, charter brokers and other aviation service providers. The Kora Jets Platform includes its website, mobile applications, operator and broker portals, booking systems, digital communications and associated technology and services. Kora Jets facilitates private aircraft charter bookings with independent, appropriately authorised aircraft operators. Unless expressly stated otherwise in relevant booking documentation, Kora Jets is not the aircraft operating carrier.

1.2 Corporate Structure and Platform Ownership

The Kora Jets Platform and its associated intellectual property are owned exclusively by the Kora Jets parent company (the "Parent Company"). The Parent Company licenses the Platform to the Nigerian Kora Jets operating company (the "Nigerian Operating Company") under a separate commercial licensing arrangement. The Nigerian Operating Company is authorised to use the licensed Platform in accordance with that agreement. Ownership of the Platform does not, by itself, determine responsibility for personal data. The companies may each act as controller or processor according to their actual activities. Where they jointly determine processing purposes and means, appropriate joint-controller arrangements will be established where required.

1.3 Data Controllers

For personal data processed in connection with Platform operations, the relevant controller is the Kora Jets entity determining the purposes and means of processing.

Parent Company: [Insert full registered legal name and jurisdiction]

Nigerian Operating Company: [Insert full registered Nigerian company name]

Registered Addresses: [Insert relevant registered addresses]

Privacy Contact: desk@korajets.com

1.4 Applicable Privacy Legislation

Kora Jets processes personal data in accordance with applicable laws, including where relevant the UK GDPR, UK Data Protection Act 2018, EU GDPR, Nigeria Data Protection Act 2023 and applicable electronic communications, consumer privacy and international data protection requirements.

1.5 Individuals Covered

This Policy applies to members, prospective members, passengers, individuals making bookings, aircraft operator representatives, brokers, agents, concierge customers, Platform visitors and individuals communicating with Kora Jets.

1.6 Privacy Notice and Consent

This Policy explains how personal data is handled. Use of the Platform does not automatically constitute consent to all processing activities. Where consent is required, Kora Jets will request it separately through an appropriate affirmative mechanism.

2. PERSONAL DATA WE COLLECT

2.1 Identity Information

Full legal names, dates of birth, nationalities, passport details, identification documents and information necessary for identity verification, aviation security or lawful travel.

2.2 Contact Information

Email addresses, telephone numbers, residential or business addresses, billing addresses and relevant emergency contact information.

2.3 Membership and Account Information

Membership registration details, account identifiers, membership status, preferences, authentication records, customer support history, accepted terms and applicable rewards or loyalty records.

2.4 Flight and Passenger Information

Itineraries, airports, dates, passenger manifests, aircraft preferences, travel documentation, baggage requirements, catering, ground transport and booking communications.

2.5 Sensitive Personal Data

Certain requests may involve health, disability, mobility needs, religious dietary requirements or other sensitive circumstances. Kora Jets minimises collection and, for special category data, establishes an appropriate lawful basis and additional legal condition, including explicit consent where appropriate.

2.6 Financial and Payment Information

Kora Jets may process booking values, transaction references, payment status, refunds, billing information, invoices, limited masked card information, broker commission, operator settlement records and verified bank details. **Stripe is Kora Jets' designated payment processing provider.** Transactions use Stripe infrastructure and the applicable integration. Kora Jets may receive transaction identifiers, payment status and limited card details for accounting, refunds, fraud prevention and support. Kora Jets does not intend to store complete card security codes or prohibited authentication data. Stripe's data protection role depends on the service. See <https://stripe.com/privacy>.

2.7 Aircraft Operator Information

Business registration, representatives, identification, beneficial ownership, verification, aircraft registration documents, insurance, operating certificates and evidence of the right to offer aircraft for charter.

2.8 Broker and Agent Information

Professional contacts, company details, verification documents, booking records, commission selections, payment information and communications.

2.9 Technical Information

IP addresses, device identifiers, browser and operating system information, application versions, session activity, security logs and diagnostics.

2.10 Location Information

Approximate location may be processed for security and functionality. Precise location is accessed only with appropriate permissions or another lawful basis.

2.11 Sources of Information

Information may come directly from individuals or lawfully from booking representatives, brokers, operators, payment processors, identity providers and public or regulatory sources.

3. PURPOSES AND LAWFUL BASES FOR PROCESSING

Kora Jets processes personal data where an applicable lawful basis exists. Typical purposes and bases include:

- Account registration and management — contractual necessity.
- Charter bookings and service delivery — contractual necessity or legitimate interests.
- Passenger manifests — contractual necessity, legitimate interests or legal obligation.
- Operator and broker verification — legal obligation or legitimate interests.
- Payments and refunds through Stripe — contractual necessity and legal obligation.
- Fraud prevention and security — legitimate interests or legal obligation.
- Aviation, financial and sanctions compliance — legal obligation.
- Customer support — contractual necessity or legitimate interests.
- Platform improvement — legitimate interests, subject to applicable requirements.
- Optional marketing — consent or another lawful basis where permitted.

Where special category data is processed, an additional legal condition will be established. Individuals may withdraw consent where applicable, without affecting earlier lawful processing. Some information is necessary to fulfil bookings or comply with law; failure to provide it may prevent service delivery.

4. SHARING AND DISCLOSURE OF PERSONAL DATA

4.1 Kora Jets Group Companies

Personal data may be shared between the Parent Company and Nigerian Operating Company for licensed Platform operations, technical support, accounts, bookings, compliance and legitimate administration. Sharing is subject to applicable law and appropriate agreements; the licence does not authorise unrestricted personal data sharing.

4.2 Aircraft Operators

Relevant passenger and booking information may be shared with authorised aircraft operators, which may act as independent controllers for aviation and operational duties.

4.3 Brokers and Agents

Relevant information may be shared with authorised brokers and agents involved in bookings, with appropriate safeguards.

4.4 Stripe and Financial Providers

Kora Jets shares necessary information with Stripe for payments, refunds, authentication and fraud prevention. Stripe may use financial institutions and service providers for transactions.

4.5 Government and Aviation Authorities

Where legally required, information may be disclosed to aviation, immigration, customs, border control, law enforcement and other competent authorities.

4.6 Concierge Providers

Relevant information may be shared with authorised ground transport, hospitality, catering and other concierge partners.

4.7 Technology Providers

Third parties may provide hosting, storage, identity verification, communications, customer support, analytics and cybersecurity, under appropriate contractual obligations where required.

4.8 Advisers and Corporate Transactions

Personal data may be disclosed lawfully to professional advisers or in legitimate corporate transactions.

4.9 Sale of Personal Data

Kora Jets does not intend to sell personal data for unrelated third-party commercial exploitation. Applicable statutory notices and choices will be provided where required.

5. INTERNATIONAL DATA TRANSFERS

Kora Jets may transfer or make data accessible between the United Kingdom, Nigeria and other countries relevant to international bookings.

5.1 Group Transfers

Transfers between the Parent Company and Nigerian Operating Company are assessed according to locations, roles and applicable law, with appropriate safeguards where required.

5.2 Transfer Mechanisms

Mechanisms may include adequacy decisions, UK International Data Transfer Agreements, UK Addenda to EU Standard Contractual Clauses, EU Standard Contractual Clauses and other legally recognised safeguards.

5.3 Stripe Processing

Payment information may be processed internationally by Stripe, affiliates and service providers under applicable agreements and legal requirements.

5.4 Aviation Transfers

Passenger information may be shared internationally for lawful charter operations, immigration, customs and other requirements.

5.5 Further Information

Requests about transfer safeguards may be sent to desk@korajets.com.

6. DATA RETENTION

6.1 Account Records

Account information may be retained during the relationship and an appropriate period afterwards.

6.2 Financial Records

Relevant accounting and transaction records may be retained approximately six to seven years, or as otherwise required by law.

6.3 Passenger Identification

Passport and identity documents are retained only for an appropriate justified period, not automatically the accounting retention period.

6.4 Operator and Broker Records

Verification and contractual records may be retained during the relationship and for an appropriate post-termination period.

6.5 Security and Marketing

Technical logs, marketing preferences and consent records are retained for periods appropriate to their purposes.

6.6 Deletion

When no longer required, data will be deleted, anonymised or securely archived as appropriate.

7. INFORMATION SECURITY

Kora Jets implements appropriate safeguards, potentially including encryption, secure cloud infrastructure, access controls, authentication, monitoring, vendor assessments, backups and incident response. Access to sensitive passenger, identity and financial information is restricted to authorised persons. Kora Jets investigates breaches and notifies authorities and affected individuals where legally required. No internet-connected system can guarantee absolute security.

8. PRIVACY RIGHTS

Depending on applicable law, individuals may have rights to access personal data, rectify inaccuracies, request erasure, restrict processing, object, request portability, withdraw consent and challenge certain solely automated decisions with legal or similarly significant effects. Requests should be sent to **desk@korajets.com**. Reasonable identity verification may be required. Requests are handled within applicable legal deadlines; under the UK GDPR the ordinary response period is one month, subject to permitted extensions. Complaints may be lodged with an appropriate regulator, including the UK Information Commissioner's Office or Nigeria Data Protection Commission where relevant.

9. COOKIES AND TRACKING TECHNOLOGIES

Cookies, application identifiers and similar technologies may be used for authentication, security, preferences, diagnostics, analytics and marketing measurement. Strictly necessary technologies may operate without separate consent where permitted. Non-essential analytics and advertising technologies will be subject to required consent controls, with legally required choices to accept, reject or manage tracking.

10. MARKETING COMMUNICATIONS

Kora Jets may contact members, brokers, operators and prospective customers about services, offers and relevant commercial opportunities where an appropriate lawful basis exists and electronic marketing rules are satisfied. Recipients may unsubscribe from promotional communications. Essential booking, account, security and transactional messages may continue.

11. CHILDREN AND MINOR PASSENGERS

The Platform is primarily for adults and authorised business users, but charter bookings may include minors. Kora Jets may process their information for lawful travel, manifests, identification and aviation requirements, including information supplied by parents, guardians or authorised booking representatives. Appropriate safeguards and data minimisation apply.

12. AUTOMATED PROCESSING AND FRAUD PREVENTION

Automated systems may assist with identity verification, fraud detection, account security, booking risk and service improvement. Where decisions produce legal or similarly significant effects, applicable restrictions and safeguards apply. This Policy does not authorise otherwise prohibited automated decision-making.

13. THIRD-PARTY SERVICES

The Platform may link to independent operators, payment providers and other services. Those organisations may have their own privacy policies and data protection responsibilities. Users should review relevant third-party notices.

14. AIRCRAFT OPERATOR AND BROKER PRIVACY OBLIGATIONS

Operators, brokers and agents accessing personal data through Kora Jets must use it only for legitimate authorised purposes. They must not access passenger data without need, use Kora Jets-sourced data for unauthorised marketing, disclose identification documents without authority, retain data longer than justified, transfer data unlawfully, export customer data for unrelated commercial purposes or circumvent Platform security. Appropriate sharing or processing agreements will be established where required.

15. CORPORATE LICENSING AND DATA RESPONSIBILITIES

15.1 Intellectual Property Ownership

The Parent Company exclusively owns the Kora Jets Platform and associated intellectual property.

15.2 Platform Licence

The Nigerian Operating Company uses the Platform under licence from the Parent Company.

15.3 Independent Responsibilities

Each company must comply with data protection obligations arising from its actual processing activities.

15.4 Processing Arrangements

Where one company processes data on behalf of the other, an appropriate data processing agreement will be established where required.

15.5 Joint Processing

Where the companies jointly determine purposes and means, appropriate joint-controller arrangements will be established where required.

15.6 Access Restrictions

Intercompany access is limited to legitimate and authorised business purposes.

15.7 International Transfers

Cross-border access and transfers must comply with applicable law.

15.8 Individual Rights

Individuals may contact desk@korajets.com; requests will be directed to the responsible entity as appropriate.

16. CHANGES TO THIS PRIVACY POLICY

Kora Jets may update this Policy for changes in law, technology, operations or privacy practices. The current version will be available through the Platform. Material changes will be communicated where required. New processing requiring consent will receive the necessary consent rather than relying solely on continued use.

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END OF POLICY