

**GENERAL AIR TRANSPORTATION CONDITIONS FOR THE CARRIAGE OF PASSENGERS AND
BAGGAGE
JETSMART AIRLINES**

The following General Air Transportation Conditions for the Carriage of Passengers and Baggage (hereinafter the "General Conditions") shall apply to all national and international air transport services carried out by JetSMART Airlines, and for all legal purposes are understood to be incorporated in the Airline Ticket which defines the rights and obligations of JetSMART Airlines as Carrier and its passengers.

I. DEFINITIONS. -

For the purposes of these General Conditions, each term described below will be understood as follows:

"Ticket" or "Airline Ticket" represents the group of documents that establish the terms and conditions of the air transportation and baggage control contract (where applicable), whether issued manually, electronically or by any equivalent means and which are found in all or some of the following documents: (i) the current General Conditions; (ii) the magnetically recorded electronic ticket; (iii) the Special Conditions applicable to the contracted transport, the fare paid by the passenger and other optional services purchased with the ticket; (iv) the receipt of the purchase operation issued by the Company; (v) the Boarding Card or Boarding Pass; and, (vi) any communications and booking fees approved by aviation authorities in countries that require it.

"General Conditions", refer to the conditions that determine the air transport contract between JetSMART Airlines and the passenger.

"International Convention(s)", refers to any of the following instruments, as applicable: (i) Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on October 12th, 1929 (commonly known as the Warsaw Convention), and subsequent modifications; and (ii) the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal, Canada, on May 18, 1999 (commonly known as the Montreal Convention); and, (iii) Decision 619 of the Andean Community.

"The Company" or "JetSMART Airlines", refers to the JetSMART Airlines carrier that provides the services as the Carrier or Air Carrier.

"Passenger", is the person, other than crew members, transported or required to be transported on an aircraft pursuant to this contract of carriage.

"Carrier" or "Air Carrier" represents the airline that transports and/or agrees to transport the passenger and/or baggage under this contract or that performs any other service related to said air transportation.

II. AIR TRANSPORTATION SERVICE –

1. The Air Transport Contract is the contract by virtue of which a person, called the Carrier, is obliged, for a determined price, to carry passengers or other people belongings from one place to another by air and to deliver them to those who are consigned.

2. The Carrier's and Passenger's rights and obligations, as defined in Section I (Definitions), arising for the parties on the occasion of the contracted carriage, shall be governed by the Airline Ticket and by the relevant rules of the Chilean Aeronautical Code, the Peruvian Civil Aeronautics Law, Andean Community legislation, the Argentine Aeronautical Code and its regulations and resolutions, all as applicable, and other applicable International Conventions, all as appropriate within the scope of their application.

3. The issuance of the Airline Ticket confirms the acceptance of the contract of carriage entered into between the Passenger and the Carrier whose names appear on the Ticket as well as the acceptance of the conditions thereof. The Ticket, which is issued in the Passenger's name is nominative, personal and non-transferable. It may be issued partially or entirely in printed form or as an electronic ticket.

4. In general, the Ticket will be valid for a maximum period of one year from the date of issue. Once this period has expired, or any other shorter period indicated in the specific conditions of the service contracted by the Passenger, the Ticket may not be used.

5. If, on the occasion of entering into this contract, the Passenger buys additional services and/or additional products provided and/or delivered by providers outside the Company (e.g. travel insurance, accommodation, transport, luggage packaging, etc.), these services and/or products shall be governed by the contractual provisions that the provider and the Passenger may have agreed between the two parties. In accordance with the aforementioned, the Company is not and will not be responsible for the availability, quality, or integrity of the above-mentioned services nor for any type of damages of any kind that may affect Passengers on the occasion of their purchase, whatever the cause from which they originate.

III. PASSENGERS AND DOCUMENTS. –

1. It will be the Passenger's obligation to provide the Carrier with all personal information required for the issuance of the Ticket and for the subsequent effective contact between the parties, such as name, last name, address, identification document number as it arises from the document to be used for the trip, telephone number, email address, etc. The Carrier shall not be liable for any damage that occurs or has occurred when the information provided by the Passenger is incomplete, inaccurate, false, partial and/or erroneous. The processing of personal data collected by the Carrier on the occasion of entering into this contract shall be governed by the provisions of the Company's Privacy

Policy available at www.jetSMART.com, which is known and accepted by the Passenger and is an integral part of these General Conditions, for all legal purposes.

2. Passengers are solely responsible for informing themselves about, and obtaining and fulfilling all travel requirements imposed by any authority in the place of origin and the place of destination, and must present identification documents, permits for exit, transit or entry, visa and any other required documents dependent upon the destination. The Carrier will not be held liable whatsoever for any delays or denial for boarding or for entering into a country that the Passengers may experience in association with, or arising from, their failure to comply with this obligation.

3. The Passenger must show up at the gate or check-in desk at the time indicated by the Carrier in the Ticket, and if it has not indicated any specific time, the Passenger should allow enough time to complete all necessary departure procedures.

4. Any Passengers who do not show up for travel, arrive late for boarding at the time indicated in the Ticket, or who do not allow enough time as it is stated in the above paragraph, as the case may be, is subject to the corresponding Ticket expiring indefectibly. In such case, the amounts paid for the contracted service will not be refunded.

5. Any Passenger with a disability or illness, or in need of assistance during air transport, has the right to request assistance from the Carrier, in accordance with the law in force and the other special conditions informed by the Carrier. In some cases, in order to provide a better service, the Carrier may require prior notification for travel from specific Passengers with a disability or illness, or in need of assistance. Passengers must inform themselves beforehand about certain special transport requirements or conditions that must be met, as well as coordinate with the Carrier prior to acceptance for boarding, releasing the Carrier from any responsibility in the event that the Carrier denies boarding because the Passenger has failed to comply with the provisions contained in the legal regulations and/or in the current policies of the company. The foregoing shall be understood without prejudice to the limitations and restrictions on the rights of Passengers with disabilities, illness or special needs, based on the safety and protection of the occupants of the aircraft, as regulated in the applicable legal regulations.

IV. DENIED BOARDING. -

1. The Carrier reserves the right, without restriction, to deny transport on any segment of the itinerary booked by the passenger, if the associated fare has not been paid fully or partially, if the payment method used by the passenger has been declined, revoked or invalidated or if the Ticket was obtained using means that violate the law or these General Conditions. Furthermore, JetSMART Airlines reserves the right, without restriction, to deny boarding if the passenger does not have the documents required by law.

2. The Carrier will deny boarding to a passenger, or will proceed to offload the individual, if it deems the Passenger could affect the safety of the flight or of the other

passengers. Specifically, the Carrier will deny boarding to any Passenger that presents any attitude or behavior while on the ground and/or on board the aircraft that constitutes: (i) any action contrary to instructions given by the cabin crew of the aircraft or any of the Carrier's employees; and/or (ii) any behavior contrary to the reasonable behavior which a person or passenger should maintain; and/or (iii) a violation or offense which in the Carrier's opinion could place the safety of the aircraft or the people and goods on board at risk, or could endanger or jeopardize order and discipline on board the aircraft; and/or (iv) any attitude or behavior, in general, which in the Carrier's opinion may constitute refusal by the Passenger to comply with instructions given by the cabin crew and/or attitudes that could endanger or put the flight at any risk and/or disturb order and/or discipline; and/or (v) any indication or signs of having consumed excessive amounts of alcoholic beverages and/or any psychotropic substance; and/or (vi) failure to comply with any law or regulation that applies, or that does not comply with any requirement imposed by the governmental authority in question, that applies to the aviation sector. Boarding will be also denied if this action is necessary to comply with an applicable legal standard, regulation or order of any state from, within or to which carriage is to be operated, or in which an intermediate stopover is established.

3. In the event that there are more Passengers on a flight with confirmed reservations than seats available, as long as they have completed the check-in procedures within the required time periods, the Carrier will ask for volunteers to give up their seats in exchange for some form of agreed compensation established by applicable laws. If the Carrier does not have enough volunteers and must deny boarding to Passengers against their will, these Passengers will have the right to compensation as established by applicable laws.

V. BAGGAGE TRANSPORTATION. –

1. The Passenger must comply with the baggage weight, measurements and maximum allowances, as indicated in the particular conditions applicable to the contracted transport accepted by the Passenger at the time of purchase, and contained in the purchase receipt issued by the Carrier. The carriage of any excess baggage shall be paid in accordance with the fares and subject to the special conditions reported by the Carrier. The baggage policy, payments or surcharges to which excess baggage is subject, understood as those kilos and/or pieces that exceed the permitted baggage, can also be checked at the Carrier's website www.jetSMART.com

2. The Carrier may refuse to carry all or part of the baggage that is beyond the baggage policy or whose excess baggage has not been properly paid by the Passenger.

3. The Baggage allowed, and/or charges and other conditions relating to excess baggage may vary according to the particular conditions of the contracted service, cabin and route, and will be expressed in pieces and/or kilos. The Carrier reserves the right to alter the baggage policy, values, and dimensions of baggage, informing the public of such

changes in a timely manner. The conditions and contract values of each particular service shall be registered with the relevant local aviation authorities to the extent required.

4. The Carrier shall issue, in duplicate, a baggage tag or receipt for the checked baggage to be carried, except for personal items carried by the Passenger, in accordance with the baggage policy, and shall deliver a copy to the Passenger. The baggage tag or receipt will contain the suggestions indicated by the applicable law. The baggage tag certifies that the luggage has been checked in and that the conditions of the transport contract have been met. Checked baggage will be delivered to the baggage tag holder. In the absence of a baggage tag, the Carrier may require identification to those entitled to claim the baggage and postpone baggage delivery until valid identification is provided.

5. The Carrier shall not check baggage at a destination other than the final destination shown on the Passenger's Ticket, or on any flight other than the one on which the Passenger is to board.

6. Baggage is defined as only the Passenger's personal belongings necessary for their trip.

7. In compliance with local and international regulations, the Carrier will deny the transportation as baggage (whether carry-on or checked), of any dangerous articles or substances that could pose a serious risk to health or the safety of the flight or any property, such as:

- a) Gases (compressed, liquid, stored in solution or heavily refrigerated) including flammable, toxic or harmless aerosols such as butane, oxygen, liquid nitrogen, aerosols that contain paralyzing gases, refill tubes for liquid-gas lighters, etc.
- b) Corrosives, whether solid or liquid, such as acids, alkalies, mercury, liquid electrolyte batteries, etc.
- c) Explosives such as ammunition, fireworks and flares, briefcases with alarm devices, detonation devices for toy guns, etc.
- d) Flammable liquids such as fuel, paints, thinners, etc.
- e) Radioactive materials, regardless of their category.
- f) Oxidizers and organic peroxides such as bleach, fertilizer, etc.
- g) Toxic and infectious substances such as: insecticides, pesticides, biological products that contain pathogenic germs, etc.
- h) Flammable solids such as matches.
- i) Weapons, which are understood to be any element or object that is made or could be used for attack or defense, such as firearms, bladed weapons, gases, electric shock devices, spiked, sharp or blunt objects, which could include objects like clubs, axes, walking sticks or bats that have weight inside them or have any sharp point.
- j) Any other item classified as dangerous by applicable law.

8. In order to ensure the safety of the flight and comply with current regulations, the Carrier and the airport security personnel may confiscate dangerous articles and substances

carried by the Passenger or inside his/her carry-on baggage, in order to deliver them to the respective authorities in accordance with applicable local regulations.

9. In case of destruction, loss or damage of luggage, which occurs during transport, or in case of delay in its delivery, the regulations contained in the Chilean Aeronautical Code, Argentine Aeronautical Code or International Conventions will be addressed, as appropriate.

For the purposes of the foregoing paragraph, "delay" shall mean any delay caused by the receipt of luggage and which has occurred under the direct responsibility of the Carrier.

VI. CHANGES IN THE PURCHASED SERVICES -

Any change and/or modification that the Passenger may wish to apply to the services contracted with the Carrier, may be subject to the obligation of the Passenger to make one or more payments other than those originally made when contracting the aforementioned services. The detailed list of allowed changes and modifications, their cost, and the procedures related to them, were informed to the Passenger and accepted by them during the purchase process and they can also be found on the www.jetSMART.com website.

VII. LIMITS OF LIABILITY. –

1. The obligation of the Carrier shall be understood to be fully and completely fulfilled by the fact of transporting the Passenger and their luggage with reasonable punctuality, taking into account the special circumstances of the case. The Carrier shall make reasonable efforts to transport Passengers and their baggage in accordance with published itineraries and those reflected on the Ticket. The Carrier may itself be replaced by alternate airlines, by other aircraft, may delay or cancel flights, change the assignment of seats, and modify or delete stopovers provided for in the Ticket at any time it deems necessary, for justified reasons and in accordance with current regulations.

2. Any exemption or limitation of the Carrier's liability under applicable local or international law shall apply and be for the benefit of the Carrier's agents, employees and representatives and any other person or company whose aircraft is used by the Carrier to perform the transport and the agents, employees or representatives of such person or company.

3. If an agent issues a ticket for carriage on legs involving different carriers, the Carrier shall only be liable for the leg actually performed by it. Also, the travel agency will be responsible for providing all information to the Passenger, especially regarding the requirements for entry to certain countries or transit, among other information.

4. The liability of the Carrier in case of death or personal injury to the passenger, denied boarding and/or for baggage loss, delay or damage on international flights, is limited by international conventions relating to international air transportation or any applicable

international standard, and in the case of trips beginning and ending in the same country, the limits of liability will be governed by the applicable legislation of the country in question.

4. Regarding those items with high commercial value and electronic devices, the passenger must transport these items as carry-on baggage in order to always keep control of them, because if they are transported as checked baggage the Carrier will only be liable up to the limits established by the law or applicable international conventions and subject to accreditation.

VIII. PASSENGERS' RIGHTS ACCORDING TO THE CHILEAN AERONAUTICAL CODE, APPLICABLE TO OPERATIONS IN CHILE.

VIII.I. Denied boarding due to overbooking

In the event that the Carrier foresees that they will have to deny boarding to one or more Passengers due to overbooking, who have shown up in a timely manner and whose Ticket was previously confirmed on a given flight, they must first request that volunteers show up to give up their reservations in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier.

If there are not enough volunteers to give up their seats so that the remaining passengers holding a confirmed ticket can board the corresponding flight, the Carrier can deny boarding to one or more Passengers against their will, who will have the right to:

1. Passenger's choice:
 - a. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
 - b. To receive reimbursement of the full amount paid for the ticket if the passenger withdraws from the air transportation contract only if the trip has not begun; or
 - c. If the trip with stopovers and/or connections had already started, the passenger can choose to
 - a. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
 - ii. Receive a refund of the unused part; or
 - iii. Return to the starting point and receive reimbursement of the ticket price.
2. Receive compensation of an amount equivalent to
 - a. 2 UF for flights under 500 kilometers;
 - b. 3 UF for flights between 500 y 1,000 kilometers;
 - b. 4 UF for flights between 1,000 y 2,500 kilometers;

- b. 10 UF for flights between 2,500 and 4,000 kilometers;
- b. 15 UF for flights between 4,000 and 8,000 kilometers;and
- b. 20 UF for flights over 8,000 kilometers;

Regarding the above compensations, you must keep in mind:

- i. A Passenger who accepts such compensation may not subsequently bring an action against the Carrier
- ii. If, in accordance with the provisions of 1a of point 1, the Passenger is embarked on the next flight the Carrier has available, and the difference in departure time with respect to the flight originally booked is less than three hours, no compensation shall be granted for denied boarding.

3. If the Passenger decides to continue with the contract in the event of denied boarding, they shall be entitled to receive the following assistance from the Carrier:

- a. Communications that the Passenger needs to make, whether by telephone, electronic or other similar means, if there is a difference in the scheduled time of departure for the flight initially booked of more than three hours;
- b. Meals and snacks until boarding on the other flight, if there is a difference in the scheduled time of departure for the flight initially booked of more than three hours;
- c. Accommodation for return and outbound Passengers who were denied boarding at a connecting point, who do not reside in the city, town or area of the departure airport, in the event that they are offered a new flight, of which the departure is at least on the day following the scheduled departure on the Ticket, provided that the Passenger must stay one or more nights, and the waiting time to board the other flight requires it. For these purposes, "night" shall be defined as the time between midnight to 6 a.m.;
- d. Transfer from the airport to the Passenger's place of residence in the city, town or area surrounding the departure airport, or to the place of accommodation, and back again, if applicable;
- e. The necessary arrangements and services to continue the trip, in case the passenger misses a connecting flight that has been confirmed.
- b.

For the purposes of this section, a Ticket shall be considered as confirmed, with respect to the points of departure and destination indicated therein, including intermediate points of connection or stopover, to the extent that it is established that the reservation or the Ticket has been accepted and registered by the Air Carrier or its authorized agent. "Stopover and/or connecting journey" is understood as a journey which includes a point of departure

and one or more intermediate points of stopover and/or connection on arrival at the destination, when these are part of the same contract.

Without prejudice to other additional services that the Carrier may offer, depending on the circumstances and the special condition of the passenger, in the event of denied boarding the Carrier shall embark, as a priority, unaccompanied children, people with disabilities, elderly or health-sensitive Passengers, pregnant women who, due to their condition, require preferential boarding and, in general, Passengers who, for humanitarian reasons qualified by the Carrier, must be embarked first.

II. Delays and cancellations

The Carrier is required to comply with transporting passengers on the date, schedule and other agreed terms and conditions. However, these terms and conditions could be modified on grounds of force majeure or for safety reasons such as bad weather, armed conflicts, civil unrest or threats against the aircraft. In such cases, any of the contracting parties may rescind the contract, being each one responsible for their own losses.

Notwithstanding the foregoing, in the event of a flight delay or cancellation the Passenger will be entitled to:

1. Board the next available flight provided by the carrier, or in an alternative transport, if they

decide to persist in the air carriage contract, whether the flight has not yet departed or did depart but is on a stopover and/or connection.

2. Receive the assistance benefits indicated under the heading 3 of section I.- "Denied Boarding"

above, provided that the cause of the delay or cancellation is attributable to the Carrier.

3. Receive compensation for the damages that may have been caused if the delay or cancellation

is due to reasons attributable to the Carrier, in accordance with the following:

a. Domestic Flights: The compensation of the damages incurred in domestic flights shall not exceed

250 UF for each of the affected Passengers, and shall proceed in the following cases:

i. i. If the delay is longer than three hours with regard to the departure time scheduled on the Airline Ticket, or four hours on flights using aircraft designed for a capacity of up to 29 seats.

ii. At the time of cancellation, unless the Passenger is informed and offered to take another flight that allows them to leave for their destination with no more than three hours of delay with regard to the scheduled departure time, or four hours on flights using aircraft designed for a capacity of up to 29 seats.

For the purposes of communicating the cancelation, the Passenger must inform the Carrier, directly or through its authorized agents, of their contact details, such as address, telephone number and e- mail, when booking or purchasing their Ticket.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that it took the necessary measures to avoid the event causing the delay, or that such measures were impossible for the Carrier to take.

b. If the flight is international: In case of damage caused by delay in the carriage of Passengers, the liability of the Carrier shall be limited to 4,694 Special Drawing Rights (of the International Monetary Fund) per passenger. Such limit shall not apply if it is proved that the damage is the result of an act or omission of the Carrier or its employees or agents, with intent to cause damage, or recklessly and knowing that it would probably cause harm; provided that, in the case of an act or omission of a employee or agent, it is also proved that they acted in the exercise of their functions.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that it took all the reasonable measures to avoid the event causing the delay, or that such measures were impossible for the Carrier to take. To receive reimbursement of the total amount paid for the Ticket or of the unused portion, as the case may be, if the Passenger decides not to continue with the contract and the periods of section 3 have passed whether or not the Carrier is responsible for the cause of the delay or cancelation.

III. Refund of fees

If the trip is not verified, whether for any reason attributable to the Carrier, the Passengers or for reasons of security or supervening force majeure, the taxes, charges or aeronautical rights paid by the passenger will be returned to their request only at any office of the Air Carrier or through the website of the latter. If these taxes are not included in the value paid (they were collected directly by the airport), the Passenger must request reimbursement directly from the respective airport authority, subject to the limitations or rules indicated above.

IV. No additional charges for unintentional upgrades

In the event that the Carrier accommodates a Passenger in a higher class than the one paid for, and this is the result of any circumstances beyond the Passenger's control, the Carrier may not demand any additional payment.

No agent, employee or representative of the Carrier has the authority to change or waive any provision or term of these General Conditions.

IX. PASSENGERS' RIGHTS ACCORDING TO THE DECISION 619 OF THE ANDEAN COMMUNITY IN PERU, APPLICABLE TO OPERATIONS IN PERU.

1.- Denied boarding due to causes attributable to the Carrier

In the event that the Carrier foresees that it will have to deny boarding, it will have to ask for volunteer passengers to give up their seats in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier. Volunteer Passengers will additionally receive assistance in accordance with the provisions of subparagraphs (a) and (e) of the following point, as applicable.

If the number of volunteer passengers is not enough to transport the remaining users who have confirmed a reservation, the Carrier may deny boarding to other Passengers against their will, in which case they must provide compensation, reimbursement and assistance under the terms indicated in the following point.

2.- Right to Compensation

In the event of cancelations, interruptions or delays in which reimbursement has not taken place,

or in the case of any other event attributable to the air carrier, and in the context of overbooking, an alternative transport shall be provided and, if this is not possible, the passenger shall be compensated in accordance with the following:

a. Delays. When there is a delay in the start of the flight (or during take-off) and, therefore, the scheduled time of the authorized flight is not complied with, the following shall be considered provided and, if this is not possible, the Passenger shall be compensated in accordance with the following:

i. When the delay is more than two (2) hours and less than four (4) hours, the Passenger shall be provided with a snack and a free communication by the most appropriate means, equivalent to a telephone call not exceeding three (3) minutes, to the Passenger's chosen destinations.

ii. When the delay is more than four (4) hours and less than six (6) hours, in addition to the above, the Passenger must be provided with food (breakfast, lunch or dinner, depending on the schedule); and,

iii. When the delay is more than six (6) hours, in addition to the above, the Carrier must compensate the Passenger in accordance with the provisions of paragraph e) of this numeral. In this case, the Carrier must also provide lodging in cases when overnight stay is necessary, transportation costs, or reimbursement (immediately if they are not in their usual place of residence), at the Passenger's choice, unless the Passenger voluntarily agrees to extend the wait when it is foreseeable that the flight will take place within a reasonable time.

b. Interruption of transport. In the event of interruption of transport, if the Passenger does not opt for the refund of the proportional part of the price corresponding to the leg not covered, they will be compensated for the delay until the restart of the trip, as indicated in paragraph a) above as appropriate.

c. Cancellation. In cases where the Carrier decides to cancel the flight when the Passenger has confirmed reservation, and the net value of the ticket has not been reimbursed or a substitute flight has not been obtained for the same day, the Carrier will cover the costs of accommodation where overnight stay and transfer is necessary. In addition, if there is a delay before the cancellation of the flight, the Passenger will receive the compensation provided in subparagraph a) above, as appropriate.

d. Overbooking. If boarding is denied due to overbooking, and the Passenger has a confirmed reservation and has punctually shown up at the airport, the Carrier must arrange for the Passenger to travel to their final destination on the next flight that has available space from the Carrier itself, on the same date and route. In the event of not having any available flight, the Carrier must make the necessary arrangements on its own behalf, to embark the Passenger on another air carrier as soon as possible.

e. Additional compensation. The Carrier must compensate the Passenger with a minimum amount of 25% of the value of the missing route, payable in cash or in any other form accepted by the Passenger, such as tickets on the routes of the Carrier, vouchers for the purchase of tickets, recognition of miles, etc., in the following cases:

i. Overbooking, if there is no direct agreement with the Passenger by which they agree not to travel voluntarily on the scheduled flight.

ii. Delay of more than six (6) hours of the scheduled time, due to causes attributable to the Carrier.

For the purpose of determining the value of the journey to be compensated, the net value of the ticket paid shall be multiplied by the ratio of the distance of such journey over the total distance.

Transit and Connections. The above compensations shall also apply as appropriate to Passengers in transit and connections, who cannot continue their trip for reasons attributable to the Carrier.

X. PASSENGERS' RIGHTS ACCORDING TO MEYOSP 1532/1998 RESOLUTION, APPLICABLE TO OPERATIONS IN ARGENTINA.

If due to operational, technical or commercial circumstances, the Carrier cancels or delays a flight or

baggage delivery for more than FOUR (4) hours, or denies boarding because they cannot provide previously confirmed space (overbooking), or fails to make a stopover at the Passenger's stopover or destination point, or causes a Passenger to miss a connecting flight for which they had a confirmed reservation, the Passenger shall be entitled to:

- mandatory placement on the immediate subsequent flight of the same Carrier to their destination,
- the endorsement of their transport contract, including confirmed space connections, when it is
- taken on another route to the destination indicated in the contract, on the services of the Carrier or on the services of another carrier, or by another means of transport, in the latter cases

If the total of the fare, excess baggage charge, and any other applicable service fee for the new

route is higher than the refund value of the ticket or applicable portion of the ticket, the Passenger will not pay any additional fare or charge and the Carrier will refund the difference if the fare and charges for the rescheduled route are less:

- compensation for denied boarding according to Carrier regulations,
- the immediate refund, if applicable, of the price of the unused transport contract, in accordance with the payment methods used.

Those Passengers who voluntarily and expressly accept the compensation for denied boarding and

to engage in transport under any of the conditions detailed in this paragraph, shall not be entitled to make any subsequent claim to the Carrier, without prejudice to being benefited with the incidental services provided by the Carrier at their expense in this situation. In addition, the Carrier shall provide the Passenger with the following incidental services free of charge:

- telephone or cable communication to the destination point and local communications.
- meals and snacks according to the waiting time until boarding another flight.
- hotel, airport or city accommodation when the delay of a flight exceeds FOUR (4) hours.
- ground transportation to and from the airport.

The Carrier shall be exempt from providing the above-mentioned incidental services to its Passengers in cases where, as a result of weather conditions, the flight is canceled or delayed, baggage delivery is delayed, a stopover cannot be made at the Passenger's stopover or destination point, or a connecting flight for which a confirmed reservation was made is missed. However, in such cases, the Carrier shall make every effort to ensure that the Passenger is adequately and truthfully informed of the delays caused by such circumstances until the service is provided or resumed or re-routed through the services of another carrier or alternative means of transport.

SPECIFIC REGULATIONS OF JETSMART AIRLINES

Fare details

At JetSMART Airlines there is a single fare that applies to all flights: the SMART fare which includes:

Fare	Hand bag	Large cabin bag	Checked baggage	Seat Selection	Changes	Refunds
SMART	Included baggage	Additional cost	Additional cost	Random assignment at no additional cost. Seat selection at an additional cost	Name, flight, date and route changes allowed at an additional cost	No refunds or reimbursement of tickets or optional services are allowed. Refunds of boarding fees only

The luggage included consists of one (1) handbag with maximum dimensions of 45cm x 35cm x 25cm (including wheels, pockets and handles) and a maximum weight of 8kg. It can be any item that can be carried on board under the front seat (with the exception of Passengers seated in an emergency exit or in the front row, in which case, it must be stored in the upper luggage rack).

In addition to your handbag, you can bring a coat, a small pocket umbrella, a small camera or a reading item (books, magazines, tablet) at no extra cost. In addition, it is recommended to carry any item of value and (or) fragile items within the handbag under the custody and supervision of the Passenger as JetSMART Airlines (the Carrier) will not be responsible for the loss or damage of such belongings, except in those cases and in accordance with the limits established in law or international conventions that may apply.

Baggage that does not comply with what is permitted will be sent by the Carrier to the aircraft hold as checked baggage, in which case the Passenger must pay for excess baggage, optional baggage service, or charge for oversized baggage as appropriate.

Each leg/route of the Ticket is independent and does not require to be used in the order issued.

Each Ticket is valid until the date and time of travel.

Tickets are non-transferable.

The company can deny the transport in any of the legs, if the contracted fare has not been paid (in whole or in part), the Ticket has been obtained in violation of the law and/or the Passenger does not have the necessary documentation and/or requirements to travel.

Changes

All fares allow changes of date, flight, route and name, subject to payment of fines and/or fare difference as appropriate.

The changes are per Passenger and per leg and can be made up to one hour before the flight departure time through the Contact Center. Changes at the airport will not be allowed, nor will changes after the flight.

For changes to the date, flight or route, a fine of \$15,000 CLP must be paid for flights within Chilean territory, AR \$899 for flights within Argentine territory and \$24 USD for international flights, all of which are per Passenger for each leg plus the difference in fare, if applicable.

For changes to the name on the Ticket, a fine of \$40,000 CLP must be paid for flights within Chilean territory, AR \$2.199 for flights within Argentine territory and \$65 USD for international flights, all of which are per Passenger for each leg. Once the trip has begun, the name of the Ticket cannot be changed for any of the legs contained in the itinerary. In the case of reservations that include round trip flights, the request for a change of name must necessarily be made on both flights (legs), and the same person must be designated as the beneficiary of both tickets.

Notwithstanding the foregoing paragraph, changes of name relating to Passenger Tickets issued from a group reservation (understood as a reservation of tickets for 10 or more passengers), will not be subject to the fine indicated above, provided that the request for change of name is communicated to the Carrier at least 24 hours prior to the date of the flight.

In the case of group bookings, the submission of the passenger list and individualization of the passengers beneficiaries of the Tickets will be the exclusive responsibility of the person who made the reservation, and the check-in and boarding of said passengers will not be admitted unless the respective list has been communicated in writing to the Carrier at least 24 hours prior to the flight date.

If the change is for a lower value service, the difference may be used to pay the fine or additional optional services.

All optional services are kept for the new flight. If the Carrier is unable to confirm an optional service, it can be changed for the most similar option. If there is a balance in favor due to differences in the value of optional services, or if it cannot be confirmed in any category, this balance may be used as credit for the ticket change fine, without exceeding the value of the fine. Any excess balance will be in favor of JetSMART Airlines, not admitting any refund or use.

Refunds

Tickets and optional services are not refundable. In case of not taking the flight due to causes attributable to the Passenger, it can only request the refund of all boarding fees and taxes in accordance with the law, which will be refunded to the Passenger's sole request through the Carrier's website.

Check-in and showing up at the airport

Check-in can be made from 72 hours and up to 40 minutes before the flight departure time through the following website: www.JetSMART.com at no additional cost.

You can also check in at the airport, at the JetSMART Airlines counter, upon payment of the service.

Passengers flying to domestic destinations, in any of the applicable jurisdictions, must be present at the airport 120 minutes before the departure time of the flight. Check in and (or) delivery of checked baggage at the counter may take place up to 40 minutes prior to flight departure.

Passengers flying to international destinations must be present at the airport 120 minutes before the departure time of the flight. Check in and (or) delivery of checked baggage at the counter may take place up to 60 minutes prior to flight departure.

The boarding pass can be obtained free of charge at the following website: www.JetSMART.com at any time after checking in online and must be presented at the boarding gate in digital or printed format. If the Passenger wants to get their boarding pass at the airport counter, they will have to pay for this service. The cost of printing the boarding pass will be informed during the selection and contracting process, specifying the price and conditions during the purchase process. More information on the values of the service can be found at the following web address: www.jetsmart.com

Passengers who bought optional services after printing their boarding pass must print it or download it again to validate the new purchase and present it at the boarding gate. This because the vouchers of the purchased optional services will be printed on the boarding pass.

Boarding gates will close 20 minutes before the departure of both domestic and international flights.

It is exclusive responsibility of the Passenger to find out, obtain and comply with the travel requirements imposed by any authority and must inquire about the documents needed for their flight.

Restricted Articles

The Carrier will deny the transportation as baggage (whether carry-on or checked), of any dangerous articles or substances that may pose a serious risk to the health or safety of the flight or

- Flammable or toxic gases.
- Corrosive solids or liquids.
- Explosives
- Flammable liquids.
- Radioactive materials
- Oxidizer materials.
- Toxic and infectious substances.

Flammable solids such as matches.

Weapons such as firearms, bladed weapons, gases, electric shock devices, spiked, sharp or blunt

j) Any other item not permitted by the applicable law.

All baggage shall be subject to inspection by the competent authorities.

Payment methods

For payments in Chile, the system accepts national and international credit and debit cards as means of payment. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of Tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your reservation, in which case it will be rejected or canceled. For payments made at the airport, cash payments are accepted.

For payments in Peru, credit cards are accepted as means of payment. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your reservation, in which case it will be rejected or canceled.

For payments in Argentina, credit cards and debit cards are accepted as means of payment. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your

reservation, in which case it will be rejected or canceled. For payments made at the airport, cash payments are accepted.

Gift Card

If you have received one of our "Gift Cards", it can be exchanged at www.jetsmart.com, for one or more air tickets and optional depending on availability, at the rates published at www.jetsmart.com. Each Gift Card is a unique, numbered coupon that represents the fixed nominal value indicated on it. It is only possible to use one (1) Gift Card per booking, and if this is not used in full, the balance will not be refunded and will remain for the benefit of JetSMART Airlines. On the other hand, if the value to be paid is higher than the amount of the Gift Card, this difference can be paid using the payment methods available at www.jetsmart.com

The Gift Card is not redeemable in money, and cannot be used for the payment of boarding fees; to do so, you can use the payment methods available at www.jetsmart.com.

Each Gift Card has a maximum effective date indicated on it. After this date, the gift card will have no effect or value and the amount will automatically expire.

It is strictly forbidden to use the Gift Card for commercial purposes, or to sell or transfer it.

Boarding Fees and Taxes

The applicable airport taxes and charges are additional to the fares and services published by the Carrier and are included in the final value published during the purchase process. Prior to the charge, the system will show the value of the fares per person, airport taxes, taxes and the total value that will be charged separately. Airport governments and/or local authorities may impose and collect additional fees or taxes at the airport.

Fees for service in the purchase of tickets

Purchases of air tickets done through the contact center and/or at the airport will have an additional fee properly informed in the corresponding sales channel.

Administration Fees

It is the fee for website management services and payment methods. This fee is already included in the SMART fare.

Articles of high commercial value

It is recommended to carry any item of value and (or) fragile items within the handbag under the custody and supervision of the Passenger as the Carrier will not be responsible for the loss or damage of such belongings.

Special Needs

Passengers with special needs who require special assistance are not required to provide prior notification of their condition, but are advised to do so at the time of purchasing the Ticket or by calling the contact center so that the Carrier can better serve them.

The Carrier may require some information, medical certificate, special procedures, and/or companion for assistance, for the boarding of Passengers with special needs, illness or disability, in the cases and conditions provided by law. Passengers will be informed of this in a timely manner and this information is additionally available in the "Frequently Asked Questions" section of the website (<https://jetsmart.com/cl/es/PreguntasFrecuentes/>).

In no case will be understood that the Carrier verifies or issues any diagnosis regarding the Passenger's health or physical condition, the latter being solely responsible for verifying their health status by a competent doctor or professional, and whether they are fit to make the trip safely. Accordingly, the Carrier shall not be liable for any deterioration, event, or health condition suffered by the Passenger, including death during air carriage, arising out of the Passenger's failure to seek medical advice or examination or failure to comply with a medical opinion.

The Carrier does not offer on their aircraft: (i) medical oxygen certified for use in aviation, to be used in the Passenger cabin of the aircraft; nor (ii) accommodation for a Passenger who needs to travel on a stretcher for resting reasons, problems to stand or simple loss of autonomy, therefore these services are not available.

Passengers with disabilities or special needs and their companions boarding in Peru will have preferential and/or boarding privileges in accordance with Andean Community legislation.

Wheelchairs, crutches, canes and prostheses may be transported at no additional cost, according to the procedures and conditions established in the applicable regulation. It will be the sole responsibility of the Passenger to disassemble and assemble their wheelchair (whether mechanical or electric), as well as remove their battery, so that it is in a condition suitable for adequate transport by the company.

Applicable in the Republic of Chile: Air transportation of Passengers with special needs shall be carried out in accordance with the provisions of Decree 369, issued by the Undersecretary for the Armed Forces on July 26, 2017, as well as other applicable regulations.

Applicable in the Argentine Republic: In accordance with Article 8 - Annex I of MEOySP 1532/1998 Resolution the Carrier has the right to refuse transport if the behavior, age or mental or physical state of the Passenger is such that it requires special assistance from the Carrier.

Infants and children

Children under 2 years of age are considered infants and travel free of charge. Infants are not entitled to a seat and must travel in the arms of the adult accompanying them, so only one infant per adult is allowed.

Infants are allowed to travel with a handbag and a baby carriage. Both items at no additional cost.

Age is applied on the end date of the trip, not on the date of purchase. If on the date of the flight the child does not meet the age allowed to be considered as an infant, you must pay a child ticket occupying a seat.

The Carrier does not offer "Unaccompanied minor" service so Passengers between 0 and 15 years minus one day won't be able to travel alone.

Pregnant Women

If you are less than 28 weeks pregnant, have no complications and are in good health, you can travel without a medical certificate. However, if you have pregnancy complications, are at high risk, or have health problems, you must present a medical certificate in the terms indicated in the following paragraph.

If you are 28 or more weeks pregnant, you must present a medical certificate authorizing you to travel in order to board. This certificate must include the following basic information:

- Itinerary with date(s) and time(s) of departure.
- Weeks of pregnancy.
- Express authorization to travel from the treating physician stamped and signed.

The medical certificate must have an issue date no earlier than 10 days before the departure of the first flight and must be presented to the carrier no later than 1 hour before the departure of the flight.

You cannot board if you are within 7 days before or 7 days after the date of delivery.

The above regulations apply to both single and multiple pregnancies.

Baggage

Handbag

Baggage included in the airfare that each passenger may carry on board during the trip, will be under their own supervision. Its maximum dimensions are 45cm x 35cm x 25cm (length, width, height) and a maximum weight of 8kg, including wheels, handles, pockets, etc... Only one handbag per passenger is allowed. If the passenger wants to carry a second handbag, this one must be carried and charged as large cabin baggage.

Prices of the Optional Services

The value of any optional service depends on the time of purchase, its availability and the date and/or destination of the Passenger's flight, as reported during the selection and

booking process, detailing the final price and conditions thereof before making your purchase.

Consequently, if the Passenger decides to postpone the purchase of optional services, or modify the date and/or route of their trip, the values of the services may vary, being those values published and in force at the time of purchase of the respective optional services applicable.

Once any optional purchase has been made, the Passenger will receive the corresponding voucher which includes relevant information of their purchase and the other accepted conditions, which are part of the conditions of the Ticket.

Large cabin baggage

Baggage, at an additional cost, which can be taken in the cabin of the airplane, under the supervision of the Passenger.

It can weigh up to 10kg and cannot exceed these dimensions: 55cm x 35cm x 25cm (length, width, height), including wheels, handles, pockets, etc.

Only one carry-on baggage is allowed per Passenger. If the Passenger wants to carry a second large cabin baggage, this one must be carried and charged as checked baggage.

In the event that the large cabin baggage exceeds the dimensions or weight established, it may not be carried in the cabin of the aircraft and will be checked and sent to the hold of the aircraft. The Passenger must pay the corresponding difference in value.

Properly packed guitars or basses may be considered large cabin baggage.

Checked luggage

Baggage, at an additional cost, transported in the hold of the airplane, under the supervision of the company.

It can weigh up to 23kg and cannot exceed 158 linear cm.

Each Passenger may carry a maximum of 5 checked baggage items.

Oversized equipment (sporting goods or musical instruments)

Checked baggage, at an additional cost, with a maximum weight of 23Kg and dimensions larger than

158 linear cm and smaller than 230 linear cm with the exception of surfboards that can measure up to 300 linear cm.

Each Passenger may carry a maximum of 3 oversized baggage items.

Excess baggage

Baggage exceeding 23 kg (up to 32 kg) and which will be allowed upon payment of the excess baggage fee.

If a Passenger shows up for boarding with baggage exceeding what is permitted and has not paid the respective fee, the difference will be charged at the airport, according to the value of excess baggage in force at that time. If the Passenger does not pay, the unpaid luggage will be denied check in.

Luggage weighing more than 32 kg will not be accepted.

Delay or lost luggage

In case of missing and/or damaged luggage, the Passenger must file a claim immediately at the airport baggage drop-off area or up to a maximum of 7 days after the arrival of the flight.

However, for flights made within the national territory of the Republic of Argentina, in case of loss,

destruction or delay, the Passenger's claim must be made to the Carrier, at the baggage claim area, immediately or up to a maximum of 10 days following the date of arrival of the flight. In the event of a breakdown, the maximum period will be 3 days from the date of delivery of the luggage.

Seat Selection

Seats may be selected by paying associated charges as informed during the selection and booking process.

Passengers may travel in an emergency exit row seat provided they meet the following requirements:

- Be at least 15 years old
- Be able to read, understand and communicate in Spanish or English
- Must not be traveling with someone else who requires their assistance or care.

Example:

children under 12 or people with an illness or special needs.

- Have sufficient mobility, strength, balance and ability to remove obstacles, manipulate

emergency exits and exit quickly, helping other passengers.

- Have the auditory and visual ability to understand instructions given by crew members, be able to give verbal information to other passengers, and operate the emergency exit.

- Not have any condition that may be affected or aggravated by handling the emergency exit.

- Be willing to assist other passengers if necessary.

- Not traveling with a pet in the cabin.

If the Passenger does not meet any of these requirements, for operational safety reasons the Carrier will assign the Passenger another seat and the value paid will not be refunded. Under current regulations, the Carrier is required not to assign a Passenger a seat next to an emergency exit if the Carrier determines that the Passenger is unable to perform one or more of the functions required for that seat, or if the Passenger does not wish to perform those functions or may suffer physical harm as a result of performing those functions.

Passengers with special needs and pregnant women have the right to be changed to preferred seats upon request at the airport counter subject to availability.

JetSMART Airlines is not responsible for children being assigned to separate seats from their parents if they have not previously purchased the seats.

In the event of an emergency in which there is no crew member in each exit seat available to assist,

a Passenger occupying an exit seat may be called upon to perform the following tasks, not creating in the Carrier a duty to respond or compensate - in cash or any other form - such task:

- (1) Locate the emergency exit.
- (2) Recognize the emergency exit opening mechanism.
- (3) Understand instructions for operating emergency exits.
- (4) Operate emergency exit.
- (5) Assess whether the hazards to which passengers may be exposed will increase if the emergency exit is opened.
- (6) Follow oral directions and hand signals given by a crew member.
- (7) Keep or secure the emergency exit door so that it does not obstruct the use of the exit.
- (8) Evaluate the condition of the escape slide, activate the slide and stabilize it after deployment to assist others in using the slide device.
- (9) Effectively move through the emergency exit and
- (10) Evaluate, select, and follow a safe path from the emergency exit.

Priority boarding

The right to board the plane before the rest of the passengers .

To ensure delivery of the service, the Passenger must be present at the boarding gate at least 30 minutes prior to departure of the flight. If the required advance notice is not met, the price of the service will not be refunded. The value of preferential boarding will be informed during the selection and booking process, specifying the final price and conditions before purchase.

Pet in cabin

At JetSMART Airlines we want your pet to travel SMART as well. The transport of your pet in the cabin

is a service to which the conditions of luggage transport will apply, for all legal purposes, circumstance that is accepted by the Passenger and by the person who hires the service, if they are not the same, and it will be conditioned to the payment of the respective service according to the value informed during the booking process, and to the compliance with the terms of service. To ensure the standards of service to our Passengers and the welfare of your pet, the provision of this service is subject to the following terms and conditions:

- In-cabin pet service is only available on direct, non-connected flights, and the informed value of the service is one price per Passenger per leg.

- Only dogs and cats of gentle behavior are allowed on board, without prejudice to the exclusions duly indicated in this document. Transportation of other types of pets is not permitted;

- A passenger may only carry one (1) pet (dog or cat). The maximum number of pets to be transported on each flight corresponds to three (3). Considering the above, the provision of the service will always be subject to availability, which must be checked by the Passenger through the Contact Center at least forty-eight (48) hours before the departure of the flight;

- Pets may not weigh more than seven (7) kilos, must be at least eight (8) weeks old, may not be pregnant, may not be under the effect of tranquilizers, and may not present an unpleasant odor or generate noises that annoy passengers and/or crew on board;

- Passengers using this service must ensure that their pet is in appropriate health conditions for transport under the highest safety standards, and agree to be responsible for their care, medication and attention throughout the trip, as well as any contingencies that may arise from it.

- The acceptance for the transport of animals is subject to the provision that the Passenger assumes full responsibility for the animal. JetSMART Airlines will not be liable for damage, loss, delay, illness, or death of the animal if it is denied entry or transit through any country, state or territory.

- Passengers using this service are responsible for obtaining, paying for and managing all valid health and vaccination certificates, entry permits, International Veterinary Certificates and all other documents and/or procedures required by the exit and entry states.

- Pets must travel and stay in a personal, enclosed kennel for the entire duration of the flight. They must enter the kennel standing up and that placed under the front seat the kennel must have the following characteristics:

- o 36 centimeters in length;
- o 33 centimeters wide;
- o 20 centimeters tall;
- o Waterproof/absorbent floor;
- o Adequate ventilation so that the pet can breathe without problems.

- Passengers using this service may not travel in a front-row seat or emergency exit row;

- Since not all pets present the physiological conditions necessary to be transported safely by air, and although it is the ultimate responsibility of the Passenger to ensure that their pet has the necessary physiological conditions, the following breeds - as well as any of their derivations - will not be eligible to be transported by JetSMART Airlines.

o Dogs:

- Affenpinscher (otherwise known as Monkey Terrier)
- Boxer
- Bullmastiff
- French Mastiff
- Lhasa Apso
- Canary Mastiff
- Shih Tzu
- Pit Bull
- American Staffordshire
- Brussels Griffon
- Cane Corso
- Staffordshire English Bull Terrier
- Mastiffs
- Pug
- Tibetan Spaniel
- Boston Terrier
- Bulldog
- Chow
- Japanese Chin
- Pekingese
- Shar Pei

- English Toy Spaniel

o Cats:

- Birman

- Himalayan

- Exotic shorthair

- Persian

- Without prejudice to other documentation and procedures that may be required by the Carrier or by the competent authorities, the acceptance and transport of the pet on domestic flights is subject to delivery of the following documentation at the counter, with a minimum anticipation of two (2) hours from the departure of the flight:

o Certificate issued by a veterinarian (in Argentina, according to the model provided by the Council or College of Jurisdiction) with a validity not greater than 10 days counted backwards from the date of the flight, that gives account of their age and breed, and that proves that their state of health is suitable for the trip;

o Anti-rabies vaccination certificate (make sure that the certificate contains all the required data - owner, animal, vaccine used - in legible form), for pets older than 3 months. For these purposes, it is hereby stated that the anti-rabies vaccination must have been given not less than 30 days and not more than 1 year prior to the departure of the flight; and,

o Card and/or proof of vaccination and deworming, as appropriate.

- Without prejudice to other documentation and procedures that may be required by the Carrier or by the competent authorities, the acceptance and transport of the pet on international flights is subject to delivery of the following documentation at the counter (original and photocopies), with a minimum anticipation of three (3) hours from the departure of the flight:

o Certificate issued by a veterinarian (in Argentina, according to the model provided by the Council or College of Jurisdiction) with a validity not greater than 10 days counted backwards from the date of the flight, that gives account of their age and race, and that proves that their state of health is suitable for the trip;

o Anti-rabies vaccination certificate (make sure that the certificate contains all the required data - owner, animal, vaccine used - in legible form), for pets older than 3 months. For these purposes, it is hereby stated that the anti-rabies vaccination must have been given not less than 30 days and not more than 1 year prior to the departure of the flight.

o Card and/or proof of vaccination and deworming, and,

o Export Zoosanitary Certificate (CZE), issued by the Servicio Agrícola y Ganadero (SAG), if applicable and/or International Veterinary Certificate (CVI) issued by the Servicio Nacional de Sanidad y Calidad Agroalimentaria (SENASA) of Argentina if applicable, certifying that the pet meets the entry requirements required by the country of destination. Check the requirements demanded by the destination country at <http://reqpecuaria.sag.gob.cl/> (see information below for Argentina)

Without prejudice to what is indicated in the preceding paragraphs, the transportation of the pet is subject to health restrictions and documentation established by the health authority of each country, so it will be the responsibility of the Passenger to be informed of them and will be charged any cost of compliance.

For Argentina, both entry and exit of the territory of pets (dogs and cats) on a temporary basis,

as well as its internal transport, is the sole responsibility of the Passenger, who in addition to the presentation of the above requirements, is obliged and responsible for knowing and complying with all documentary requirements and procedures imposed by the competent health authorities.

For more information, we encourage you to contact us:

Department of Documentation and Public Information of SENASA by any of these channels:

E-mail:

cdei@senasa.gob.ar. Telephones: (54-11) 4121-5460/5461 - Toll-free: 0800-999-2386.

Opening hours: Monday to Friday from 9 am to 5 pm.

http://mascotas.senasa.gob.ar/index.php/consultar_requisitos

<http://mascotas.senasa.gob.ar/index.php/default/index>

Hotels and car rental

On JetSMART.com you can find access to sites or platforms of third parties, which offer optional

services such as hotels and car rental, should you want to hire such services for your trip.

The services referred to above will be provided exclusively by such third parties, under the conditions agreed to them by the Passenger. The terms are informed in the booking process, and JetSMART Airlines is not responsible for such contract or the obligations arising therefrom, without prejudice to the responsibilities that may impose the law.

Buying Insurance

At www.JetSMART.com you can purchase various types of insurance, in case Passengers want to purchase such services for their trip.

The provision of all services leading to the contracting of insurance will be carried out solely and exclusively by Chubb Seguros de Chile S.A., Rol Único Tributario N° 99.225.000-3, located at 222 Miraflores, 17th floor, Santiago, Chile ("Chubb"), including its sale, distribution, brokerage, etc. Consequently, the issuance, modification and cancelation of the policies associated with the insurance contracted will be carried out directly by Chubb. The terms, conditions and limitations established by Chubb and by law shall apply in all matters relating to the contracting of insurance, as well as in general with respect to the services rendered and/or products offered or sold by Chubb.

JetSMART Airlines will exclusively limit itself to making the www.JetSMART.com portal available (the "Portal") so that Chubb can market the aforementioned insurance and third parties can acquire it. JetSMART Airlines will not be liable for interruptions, failures or crashes of the network / Internet, loss of profits as a result of such crashes, or any other direct or indirect damage that may be caused to third party acquirers of services provided by Chubb through the Portal, except for causes that are attributable to negligence of JetSMART Airlines or that by express legal mandate are of the responsibility of JetSMART Airlines.

JetSMART Airlines will in no case be an insurance company, sales agent and/or insurance broker. In view of the foregoing, the Carrier will not provide advice of any kind on insurance matters, will not issue, modify and/or cancel any policy associated with the insurance contracted, will not have or assume any responsibility under the policy issued in favor of the third party, will not be responsible in any case for any claim or any other matter related to or arising from the hiring of insurance provided by Chubb, nor will it comply with the legal obligations established by the law in force for such entities.

The detail of the terms, conditions and exclusions of the insurance provided by Chubb is indicated in the general and particular conditions of the policy(s) contracted, which accepted by the contracting party will link Chubb with those who contract the services provided by it.

In accordance with the foregoing, and notwithstanding the obligations and responsibilities that by express legal mandate are of JetSMART Airlines, Chubb will be the only one obliged to fully comply with the conditions offered to the Passenger in relation to the insurance offered by Chubb in the Portal and the law applicable to the provision of its services, being its responsibility to resolve any matter related to or derived from such provision. Chubb will be exclusively responsible for the payment of any fine and/or pecuniary sanction and/or compensation of any kind, due to or on the occasion of the omission or partial and/or inopportune fulfillment of the obligations contracted by it in favor of third parties, including especially the eventual compensations that could result from contractual or extra-

contractual responsibilities and that could have a direct and/or indirect relation with the rendering of its services, notwithstanding the obligations and responsibilities that by express legal mandate are of JetSMART Airlines.

Rights and Duties of Passengers and General Conditions of the Air Transport Contract of Passengers and Baggage

In case of denied boarding due to overbooking, the Passenger shall have the rights established in

articles 133 and 133A of the Chilean Aeronautical Code, pertinent norms of Peruvian and Andean Community legislation, applicable to Passengers boarding from/to Peru, as applicable, and pertinent norms of Argentine jurisdiction, applicable to Passengers boarding from/to Argentina and internal transport, as applicable.

The information and personal data provided will be stored and processed by JetSMART Airlines in accordance with the company's Privacy Policy.

For purchases made through JetSMART.com and the Contact Center, the right of withdrawal established in article 3 letter b) of Law No. 19.496 on the Protection of Consumer Rights, valid only in Chile, does not apply, nor the one foreseen in article 34 of Law No. 24.240 (in accordance with the provisions of article 63 of Law 24.240, article 2 of the Aeronautical Code and article 10 inc.(a) the second paragraph of Annex I to MEOySP 1532/1998 Resolution).

Other rights and duties of Passengers, JetSMART Airlines' liability limits and general conditions of the air transport contract which are informed and accepted at the time of purchase and which form part of the Passenger Ticket, can be downloaded and printed at: <https://static.jetSMART.com/blob/documents/es-CL/Terminos-y-Condiciones-Internacional-v4.pdf>

In the case of Argentina: For internal transport in Argentina, the rules of the Argentine Aeronautical Code and Resolution 1532/1998 of the MEOySP shall apply exclusively, without exception.

In the case of international transport, the provisions of the 1999 Montreal Convention shall apply.

Information on Argentinian Aeronautical Authority for complaints from air transport users: To file a complaint with the Argentinian Aeronautical Authority, please click here: <http://www.anac.gov.ar/anac/web/index.php/2/396/reclamos-transp-aereo/reclamos>.