

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, Brazilian laws, especially Resolution No. 400 of the National Civil Aviation Agency and others, 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.

6. For tickets purchased from Brazil, buying the air ticket, the passenger or his representative gives his express consent for the delivery, collection, treatment, storage, use and processing of his personal data (whether sensitive or not). JetSmart hereby declares that it only requests the strictly necessary data of the passengers and that it will keep them confidential, making use only for transport in accordance with the Data Protection Laws, among them the Brazilian Laws No. 12.965 / 2014 and 13.709 / 2019.

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, Brazilian laws, especially Resolution No. 400 of the National Civil Aviation Agency and others 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.

For flights to or from Brazil, there is a fare that offers the possibility of reimbursement and changes in the itinerary, this ticket can be purchased exclusively through the Call Center service.

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:
 - i. 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;
 - c. 4 UF for flights between 1,000 y 2,500 kilometers;
 - d. 10 UF for flights between 2,500 and 4,000 kilometers;
 - e. 15 UF for flights between 4,000 and 8,000 kilometers; and
 - f. 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.

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.

VIII.II. Delays and cancelations

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 cancelation is attributable to the Carrier.
3. Receive compensation for the damages that may have been caused if the delay or cancelation 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. 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 cancelation, 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.

4. 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.

VIII.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.

VIII.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 cancellations, 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.

f. 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.

RIGHTS OF THE PASSENGER ACCORDING TO THE AIR LEGISLATION REGULATING TRANSPORT IN BRAZIL: FEDERAL CONSTITUTION, BRAZILIAN AIRCRAFT CODE, CIVIL CODE, CONSUMER PROTECTION CODE AND ANAC (NATIONAL AGENCY NATIONAL AGENCY) RESOLUTIONS

Currently in Brazil, in addition to the specific provisions that apply to national air transport (within the Brazilian national territory), established in the rules mentioned above, we highlight the rules that refer to the "General Conditions of Air Transport", regulated by the Resolution No. 400/2016 of the National Civil Aviation Agency - ANAC.

These rules define the new rights and duties of air passengers and consolidate the relevant regulations. Below, the main rules applicable to air transport in Brazil are presented:

I - Obligations prior to air transport

1) Information regarding the flight offer

The company must inform in detail, in Portuguese, to allow immediate and easy passenger comprehension, clearly on all its services offered and clarify:

- a) The total amount (ticket price and taxes) to be paid in national currency, as well as the final amount;
- b) All transport rules, as well as the cancellation and modification of the contract with possible penalty;
- c) Time of stopover and connection and eventual change of airports; Y
- d) Baggage allowance rules sent and the amount to be paid in case of excess baggage.

The carrier will offer the passenger at least one ticket option in which the fine for reimbursement or change of reservation does not exceed 5% of the total value of air transport services.

2) Air ticket

The airline must present to the passenger a proof of purchase that contains: name and surname of the passenger, date and time of flight, procedure and time of boarding, products and services purchased and validity of the ticket (if it is within a period of one year).

3) Correction of name in the air ticket

The error in the name or surname must be corrected by the airline without charge, at the request of the passenger, if the passenger makes the order until the time of check-in. In case of an error in the name on an international interline flight (provided by more than one airline), the correction costs can be transferred to the passenger.

4) Breach of contract by the passenger

It is forbidden to charge a fine in excess of the ticket amount, and airport fees cannot be part of the calculation of the fine.

In case of reprogramming the ticket, the passenger must pay or receive: the variation of the airport fare (if applicable); and the difference between the value of the services at the time of hiring and the amount offered at the time of reprogramming.

5) Right to withdraw the purchase of the ticket

The passenger may withdraw the purchase of the ticket within 24 hours after receipt of the receipt of the ticket, free of charge, provided that the purchase occurs more than 7 days before the date of embarkation.

6) Change scheduled by the carrier

Scheduled changes must always be informed to passengers as soon as they meet and at least 72 hours before the flight.

When the time change occurs with less than 72 hours of flight time or more than 30 minutes (domestic flights) and 1 hour (international flights) from the originally booked time and the passenger does not agree, the airline must offer relocation in a similar carrier without charge or full refund.

If the airline does not notify in time to prevent the passenger from showing up at the airport, it will provide material assistance by offering the following options: accommodation, full reimbursement and provision of the service by other means of transport.

7) Baggage allowance

For dispatched luggage, franchises are released. As for hand luggage, the carrier must allow a minimum franchise of 10 kilos.

The carrier will inform passengers which baggage will be subject to special clearance procedures and baggage that does not fit may be rejected or subject to a cargo contract.

Freight and animal transport must follow their own contracting regime and clearance procedures.

II - Execution of Air Transport

1) Documents to board:

If the passenger is Brazilian:

a) On domestic flights, the passenger can present any official document that allows identification. Certified copies of the documents are accepted.

b) On international flights for Brazilians, a valid Brazilian passport must be presented. In the case of trips to Argentina, Uruguay, Paraguay, Bolivia, Chile, Peru, Ecuador, Colombia and Venezuela, the Civil Identity Card (RG) issued by the Secretariats of Public Security of the State or of the State is also accepted as a travel document federal District.

If the passenger is a foreigner:

a) Domestic flights require a passport or foreign identity card - CIE (RNE). The diplomatic or consular identity or other legal travel document is also accepted in accordance with Decree No. 5.978 / 2006 or as a result of international agreements signed by Brazil.

b) On international flights, a passport or civil identity card (GR) is required for citizens of Mercosur countries.

In case of loss or theft of documents, children and adolescents, consult:
<https://www.anac.gov.br/assuntos/passageiros/novas-regras/documentos-para-embarque>.

2) Special baggage value declaration procedure

The passenger must inform the carrier if he carries in the dispatched luggage goods that exceed the value greater than 1,131 SDR (Special Drawing Rights). In this case, the company can charge the passenger the payment of an additional amount or insurance.

3) Passenger obligations

The passenger, for the execution of air transport, has the obligation to:

a) Present for board with the documentation in order and at the time established by the carrier;

- b) Comply with all requirements related to transportation, such as obtaining a visa, vaccination certificates, etc.
- c) Obey the carrier's notices.

4) Prohibition of automatic cancellation of the return leg.

In international transport, if the passenger does not use the initial leg, the carrier can cancel the return leg.

In national transport, the non-assistance of the passenger in the first leg of a round trip flight will not result in the automatic cancellation of the return leg, provided that the passenger notifies the airline of the 'no show' until the scheduled time originally from the outbound flight.

5) Delay, cancellation and interruption of services

The carrier must immediately inform the passenger through the available means of communication about delays, cancellations and interruptions of the service.

The airline must also keep the passenger informed, at most, every 30 (thirty) minutes of the scheduled flight departure time in case of delay.

Information on the reason for the delay, cancellation, interruption of the service and the denial will be provided in writing by the carrier whenever requested by the passenger.

The carrier will offer the alternatives of accommodation, reimbursement and provision of the service by other means of transport, and the passenger must choose, in the following cases: flight delay of more than four hours from the schedule originally agreed; flight cancellation or service interruption; denial of passengers; and the subsequent loss of flight by the passenger on connecting flights, including the change of airport, where the cause of the loss is of the carrier.

6) Financial compensation in case of refusal to embark / deny (overbooking)

Whenever the number of passengers for the flight exceeds the availability of seats in the aircraft, the airline will seek volunteers to be accommodated on another flight after the negotiated compensation between the volunteer passenger and the airline, and the airline may condition the payment of the Compensation to sign a specific acceptance document. The rearrangement of volunteer passengers on another flight when accepting compensation will not constitute denial.

If there is no consensus between the airline and the passenger who appeared at the scheduled time and was denied boarding, the airline must immediately make the payment of the financial compensation to the passenger, which can be by bank transfer, voucher or

cash, 250 SDR (Special Drawing Rights) for domestic flights and 500 SDR (Special Drawing Rights) for international flights, in addition to the provision of other assistance provided for in the rules that govern.

7) Material assistance

In cases of delay, cancellation, interruption of service or denial of passengers, the airline must provide material assistance to the passenger, which consists of: right to communicate after one hour of delay, food, after two hours of delay, and following alternatives, after four hours of delay, at the passenger's choice: accommodation, full reimbursement or provision of the service by another mode of transport.

In the case of a Passenger in Need of Special Assistance - PNAE and its companions (Resolution 280 of 2013), material assistance will be provided regardless of the overnight requirement, unless it can be replaced by accommodation in a place that meets their needs and with the agreement of the passenger or companion.

The right to material assistance cannot be suspended in cases of force majeure or unforeseen event.

However, the carrier can stop offering accommodation service to the passenger who resides in the locality of the airport of origin, guaranteeing a round trip transfer. The airline can also stop providing material assistance when the passenger decides to redeem the flight of the airline that will be made on the date and time at the passenger's convenience, or reimburse the entire air ticket.

8) Rearrangement

The rearrangement will be free, will not cancel the transport contracts already signed and will have priority over the conclusion of new transport contracts, and must be carried out at the passenger's choice as follows: (1) on their own or third party flights to the same destination as soon as possible; or (2) on the airline's own flight that will take place at the passenger's date and time of convenience. Passengers in Need of Special Assistance: PNAE (and their companions) will have priority in rearrangement.

9) Deadline for reimbursement

The air ticket reimbursement must comply with the means of payment used to purchase the air ticket and also the following:

- a) In cases of reimbursement, airport charges and amounts paid to government entities will be fully reimbursed.
- b) For cash purchases, the refund must be made within 7 days;
- c) For purchases with a credit card, the company will have 7 days to start the reimbursement process through the credit card companies;

d) For purchases through a travel agency, the airline will be responsible for authorizing the remaining credit of the ticket within 7 days after the request for a refund request, which will begin with the travel agent's notice.

In case of flight delay, flight cancellation, interruption of service or refusal of the passenger, the refund will be given as follows: total, if requested at the airport of origin, stopover or connection, ensuring, in these last two (2) cases, the return to the airport of origin; proportional to the unused section, if the trip already made is beneficial to the passenger.

The reimbursement can be made in credits for the purchase of air tickets, through the agreement of the passenger and the credit and its validity will be informed to the passenger in writing and the free use of the credit must be guaranteed, even for the purchase of air tickets for third parties.

III - Obligations after air transport

1) Provisions in case of loss, damage and violation of baggage.

Receipt of checked baggage, without the passenger's protest, will constitute a presumption that it has been delivered in good condition.

In case of loss, the passenger must immediately make the protest. In cases where the passenger finds the violation of the contents of the luggage or its malfunction, he must file a protest with the carrier within 7 (seven) days after receipt.

The deadline to return lost luggage at the place indicated by the passenger is 7 days on a national flight and 21 days on an international flight. If the airline does not find the luggage within the specified time, it will have up to 7 days to pay the compensation due to the passenger.

The carrier must, within seven (7) days from the date of the protest, take one of the following measures, as appropriate: repair the damage, when possible; replace damaged luggage with another equivalent; indemnify the passenger in case of violation.

In case of lost luggage, the reimbursement of eventual expenses will be due to the passenger who is outside their home, which must be done within 7 (seven) days after the presentation of proof of expenses. The contractual rules must establish the form and daily limits of reimbursement, and if the luggage is not found: I - the reimbursement of expenses can be deducted from the amounts paid as final compensation (subject to the limit of 1,131 SDR); II - the carrier will reimburse the passenger for any additional amount eventually paid for the transport of luggage. The carrier may offer reimbursement credits and reimbursement services at the passenger's discretion.

Damage caused to a fragile item sent may not be compensated by the carrier, as stipulated in the transport contract.

2) Attention to passengers

The airline must make available to the user at least one electronic service channel to receive complaints, request information, contractual alteration, cancellation and refund.

The carrier that registers less than 1,000,000 (one million) passengers transported in the previous year may continue to operate the Customer Service Center (SAC) for telephone service on the days it operates flights in Brazil and during business hours.

The airline will provide a face-to-face service at the airport to respond to requests for information, questions and complaints from users, as well as their obligations arising from flight delay, flight cancellation, service interruption and passenger refusal, being that this attention can be carried out in a separate and duly identified place or in the check-in sector at the discretion of the carrier, and will operate for at least 2 (two) hours before each takeoff and 2 (two) hours after each landing; will remain as long as there is operation and need in cases of flight delay, flight cancellation, service interruption and passenger refusal.

The information requested by the passenger must be provided immediately and their complaints must be resolved within a maximum period of ten (10) days from the registration, subject to the specific deadlines contained in current legislation.

The airline must respond, within (ten) days, the user's statements sent by the electronic service system adopted by ANAC - www.consumidor.gov.br.