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The use of this website, as well as the services provided through it, is aimed at people with sufficient capacity to enter into legally binding contracts, either directly, or with the authorization of a third party, with prior authorization.

Before using this website, we ask you to read the following conditions of use and privacy by which this website is governed. The access and use of this page imply the full and express acceptance of these terms and conditions, especially for the purposes referred to in art. 7o of Law 13,709 of the Federative Republic of Brazil. If you do not accept these terms and conditions of use, please leave this website.

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Privacy

JetSMART Airlines undertakes to respect the provisions of Article 19 No. 4 of the Political Constitution of the Republic of Chile and Law No. 19.628 on Protection of Personal Data. JetSMART Airlines also undertakes to respect the provisions of Laws no. 12,965 and 13,709, of the Federative Republic of Brazil, on the use of the Internet and the Protection of Personal Data. Notwithstanding the foregoing, when accessing and / or using the website in any way, it is understood that the user gives his express acceptance and consent to the terms and conditions of this Privacy policy, which is incorporated and forms an integral part of the Terms and Conditions of this website.

The user expressly accepts the processing of their personal data in accordance with this Privacy Policy. Consequently, the user's personal information may be processed and stored, both in Chile and in other countries. Notwithstanding the foregoing, your personal information may not be disclosed for purposes that are not permitted by applicable law.

JetSMART Airlines is empowered to collect all personal information provided by the user through its technological platform and to receive personal information from the user from other sources, such as Internet sites associated with this site.

JetSMART Airlines is authorized to collect the user's email address and use and display their full name and email address for purposes of notifications to the user and third parties, as well as to communicate with the user, for purposes such as notifications and delivery of information related to the services offered by JetSMART Airlines. The user may request at any time not to receive further communications, for which the mechanism to cancel the respective subscription will be provided.

In general, the personal information provided by the user, will be intended to provide the service described on the website, and to improve the user experience, better adapting its features and performance, and to offer additional information, such as promotions of our partners and advertisers.

JetSMART Airlines may provide the personal information of its users to suppliers that provide services (under strict conditions of confidentiality and protection), to provide some of the services and features available on the website, and to allow fluid communication with users.

JetSMART Airlines may disclose the personal information of its users when this is necessary to comply with the regulations that apply to them in the countries where it operates, a legal or judicial mandate imposed on JetSMART Airlines, including the protection and defense of their rights, or from third parties.

Website operation

JetSMART Airlines is not responsible for any damage, loss or loss to the user caused by failures in the operation of the website, on the server or on the Internet. Users may not charge any responsibility or demand payment for loss of profit, by virtue of damages resulting from technical difficulties or failures in software, systems or on the Internet. JetSMART Airlines does not guarantee continued and uninterrupted access and use of the platform. The system may eventually be unavailable due to technical difficulties or Internet failures, or for any other circumstance outside of JetSMART Airlines, in such cases, it will be attempted to restore it as quickly as possible without being liable for any kind of responsibility.

Applicable Law

The laws applicable to this document will be those corresponding to the relevant jurisdictional territory, and failing that, the laws of the State of Chile.

Modification of terms and conditions

JetSMART Airlines reserves the right to modify these terms from time to time as it deems appropriate or to comply with new regulations and continued use of the site will signify your acceptance of any adjustment to these terms.

Personal data protection

In compliance with Resolution 14/2018 of the AAIP, it is known that THE AGENCY OF ACCESS TO PUBLIC INFORMATION, in its capacity as Control Body of Law No. 25,326, has the authority to respond to complaints and claims filed by those affected in their rights due to non-compliance with current regulations regarding personal data protection.

Article 6 of Law 25,326 states: When personal data is collected, the owners must be informed in advance and clearly: a) The purpose for which they will be treated and who their recipients or class of recipients may be; b) The existence of the file, registry, data bank, electronic or of any other type, in question and the identity and address of its person in charge; c) The mandatory or optional nature of the answers to the questionnaire that is proposed, especially as regards the data referred to in the following article; d) The consequences of providing the data, the refusal to do so or the inaccuracy thereof; e) The possibility of the interested party to exercise the rights of access, rectification and deletion of the data.

In accordance with Law No. 13.709 / 2018 (General Law on Data Protection - LGPD), of the Federal Republic of Brazil, it is the responsibility of the National Data Protection Authority to implement simplified mechanisms, including by electronic means, for the registration of complaints about the processing of personal data not compliant with LGPD.

Santiago, September 01, 2019.

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