

PRIVACY POLICY

JETSMART

General Considerations

At JETSMART we are committed to transparency, security, and strict compliance with regulations on privacy and protection of personal data of our users and customers.

For the purposes of this Privacy Policy and the terms and conditions of use of the website described therein (hereinafter the "Privacy Policy"), the term "JetSMART" shall include JetSMART Airlines SpA, a company established under the laws of the Republic of Chile, and/or JetSMART Airlines S.A., a company established under the laws of the Republic of Argentina, and/or their subsidiaries or agencies in the countries in which they operate, as the case may be.

Without prejudice to the foregoing, the owner of the website and Responsible for Processing the information collected by JetSMART is the following company:

JetSMART Airlines SpA

Rol Único Tributario N° 76.574.879-8

Domiciled at Avenida del Valle Sur 650, Office 61, Ciudad Empresarial, Huechuraba, Santiago de Chile

Telephone: 600 600 1311

Contact email: privacypolicy@jetsmart.com

Use of the Website

Before using this website (www.jetsmart.com) (the "Website"), we encourage you to read and agree to the following terms and conditions

The use of this Web Site, as well as the services offered or provided through it, are aimed at people with the necessary capacity to enter into legally binding contracts, either directly or with the prior authorization of a third party. Consequently, access to the Website, interaction or contracting of services in any form by minors must have the express consent and supervision of their parents or legal representatives.

If you do not accept this Privacy Policy, you may not use the Website and/or its content in any way, and you must exit immediately.

The use of this Web Site, as well as the services offered or provided through it, implies the full understanding and express acceptance of this Privacy Policy.

Content and Intellectual Property

Unless otherwise indicated, the products and services that may be commercialized through this Web Site will only be available in the territories indicated therein, and all advertising contained in the Web Site is exclusively intended for the markets corresponding to such territories.

This Web Site, and all its contents, including photographs, videos, brochures, designs, musical compositions, etc., are protected by copyright, and are the exclusive property of JetSMART, or have been duly licensed for use on the Web Site.

The brands included in this Web Site are protected in the territories where they are commercialized. Labels, logos and other distinctive signs included on this Web Site are the property of JetSMART, or have been duly licensed for use on the Web Site. Their unauthorized use is sanctioned civilly and criminally by the laws of the State of Chile, and other courts where they are recognized.

The user of this Website acknowledges the existing rights over the materials included in it, as well as JetSMART's ownership of them. Any use of the materials included on the Web Site is strictly prohibited, without the prior express written permission of an authorized representative of JetSMART.

The information contained is provided "as is" on this Web Site. Without prejudice to the provisions of applicable law, JetSMART is released from any liability, and excludes any warranty associated with this Website and its contents, either in terms of its operation or the information contained therein, provided by JetSMART, its affiliates or third parties, including any inaccuracy or omission in the information provided by this Website, or with the documents available on it, except for any obligation and / or warranty imposed expressly by applicable law.

Links to Third Parties

JETSMART expressly states and informs users that while browsing the Website they may be directed to other sites which are not under its control. In fact, there are links to other sites other than the Web Site, which take the user out of the scope of our service and responsibility. JETSMART does not guarantee or accept any responsibility for errors or omissions in the content of other sites, or for viruses, malware or any other direct or indirect damage arising from the use of other sites or their content.

The contents of other websites linked from this Website are the sole responsibility of their owners. JetSMART does not monitor or review the content of websites that are linked from this Website. The opinions expressed, or material provided on such sites are not necessarily shared or promoted by JetSMART and are the sole responsibility of third parties in charge of them.

Website Operation

Except for the obligations and guarantees expressly imposed by applicable law, JetSMART is not responsible for any damage or loss to the user caused by failures in the operation of the Website, the server or the Internet. Users may not hold JetSMART responsible or demand payment for lost profits, by virtue of damages resulting from technical difficulties or failures in software, systems or the Internet. JetSMART does not guarantee continued or uninterrupted access and use of the Web Site. The system may not be available due to technical difficulties or Internet failures, or any other circumstance beyond JetSMART's control. In such cases we will try to restore it as quickly as possible without thereby being held responsible.

Use of Cookies and Web Beacons

Cookies are files or information that a Web site transfers to and stores on a computer's hard drive when browsing a particular website or Internet portal, allowing the storage of users' preferences, helping to identify the areas that are most and least popular, learning about interests, behavior, demographics, and other information related to those who visit or are users of the website, and thereby better understanding their needs and interests and providing them with a better service or related information. Many of the developments and updates are based on information provided by cookies. The use of cookies on the Website allows JETSMART to customize the Website pages to meet the needs of users. Users expressly authorize JETSMART to store and use cookies in the aforementioned terms, and to analyze the pages they navigate and the searches they carry out, in order to improve their commercial and promotional initiatives, show advertising or promotions, banners of interest, personalize contents, presentation and services, and for any of the other uses that users authorize in accordance with this Privacy Policy regarding their personal information, among others.

On the other hand, Web beacons are images that can be embedded in pages and websites and which have a purpose similar to cookies. Additionally, a Web beacon is used to measure user traffic patterns from one page to another in order to maximize how traffic flows through the web.

The user can disable cookies through the navigation menu. Most browsers are set to accept cookies. If the users prefer, they can configure their browser to reject them or to notify them when they are received. However, it is possible that part of the sites or the Web Site may not function properly if the user disables cookies. On the other hand, JETSMART declares that it does not and will not use spyware, adware or any other similarly intrusive software on its website.

Users expressly authorize JETSMART to use Cookies and Web Beacons on the Website.

Privacy

The information obtained by JETSMART is provided voluntarily by its users, who expressly accept and authorize JETSMART to use it in accordance with this Privacy Policy and applicable legislation.

Users voluntarily and expressly accept 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. Without prejudice to the foregoing, your personal information may not be disclosed for purposes that are not allowed by applicable law.

JETSMART is entitled to collect all personal information provided for these purposes and authorized by the user through its Website and / or from other sources, and may collect, store, use, circulate, delete, transmit and / or transfer their personal data.

JETSMART receives and automatically stores the information that users provide when browsing the Website, when using online services, whether by accessing it, ordering or buying products, participating in promotions and offers, registering as a user on the Website and / or via email, among others. This includes all information posted in forums, surveys, chat groups or comments through which the user interacts on the Website. It also includes any other way in which the user relates to JETSMART or by virtue of which they purchase any product or service, or any other information provided by the user to JETSMART through other channels, such as web pages associated with the Website, social networks, Contact Center, during the Check-In process or baggage check-in, whether carried out at the airport, online or remotely, through their participation in surveys, e-mails, requests, among others.

The information collected in accordance with the preceding paragraph, without the following enumeration being exhaustive or limiting in any way, includes or may include the users' full name, postal address and/or domicile, marital status, occupation, nationality, gender, telephone number, identity card and/or passport number, e-mail address, IP address and other computer or computer information, photographs, videos and multimedia or audiovisual material, opinions, preferences, destination information, commercial history, history of means of payment such as credit and/or debit cards, and other personal data, as well as all kinds of information related to the profile of each user.

JetSMART is authorized to collect the user's e-mail address and to use and display the user's full name and e-mail address for purposes of communicating with them, as well as for notifications and the delivery of information related to the services offered by JetSMART. Users may at any time request not to receive further communications, for which the means to cancel the respective subscription will be provided.

In general, personal information submitted by the user will be intended to provide the service described on the Website, to improve the user experience, better tailoring its features and performance, and to provide additional information, such as promotions from our partners and advertisers. Likewise, their information will be used for the following

purposes (i) reservation of tickets and optional services, (ii) modifications to the contract, (iii) cancellations and changes of itinerary, (iv) refunds, (v) handling of queries, complaints and claims, (vi) membership in the discount club or other loyalty programs, (vii) accounting records.

Their personal data may be used by third parties who are providers of JetSMART and who provide services (under strict conditions of confidentiality and security), to provide some of the services and features available on the Website, and to enable smooth communication with users; these third parties may include, but are not limited to, reservation and distribution systems, contact centers (call centers), representatives, travel agencies, agents or intermediaries of the carrier and third party providers of these services, which may be supplied in countries other than the place where the reservation takes place.

Any personal information obtained by JETSMART by the means described herein will be handled in accordance with the provisions of this Privacy Policy and in accordance with current legislation. This Privacy Policy does not extend to information that, according to the law, does not constitute personal information, is provided by third parties, or to practices carried out by such third parties.

Personal information obtained by JETSMART under this Privacy Policy will remain in its databases no longer than the time necessary for the purposes for which such information was collected. In this sense, personal information will be deleted by JETSMART when it is no longer necessary or relevant for the purpose for which it was obtained, and any period of storage of information that is legally required or necessary to comply with the law has expired, and without prejudice to the authority of its owners in this matter, as set out below.

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

Rights and Obligations of Information Owners

Users who hold their personal data shall have the following rights: the right to know, update and correct their personal data, the right to request proof of the authorization granted to the Controller, the right to be informed of the use of their personal data, the right to file complaints with the competent authorities for breaches of personal data protection regulations and the right to revoke their authorization and/or request the deletion of their data.

Information owners can use their rights to know, update, correct and delete information and revoke the authorization, through a written request to JetSMART addressed to the email privacypolicy@jetsmart.com

Users' requests for personal information that are made in accordance with the provisions of this paragraph will be solved as soon as possible by JETSMART and, in any case, within the deadlines established by law to do so.

On their part, users guarantee and are responsible, in any case, for the veracity, accuracy, validity and authenticity of the personal information provided and agree to keep it properly updated, without prejudice to the power of JETSMART to update it ex officio. JETSMART shall not be liable in any way for any direct or indirect damages and/or claims that may arise from personal information provided by its users and/or owners in an incorrect, inaccurate, equivocal or incomplete manner. The user is banned from providing illegal, threatening, defamatory, pornographic, obscene or any other material or information that could mean any risk and / or civil or criminal injury.

Applicable Law

The laws applicable to this document shall be those corresponding to the relevant legal territory and, in the absence thereof, the laws of the State of Chile.

If any part of this Privacy Policy is determined to be invalid or unenforceable under applicable law, the provision deemed invalid or unenforceable shall be deemed superseded by a valid and enforceable provision that most closely reflects the intent of the original provision, and the remainder of this Privacy Policy shall continue in full force and effect.

Changes to the Privacy Policy

JetSMART reserves the right to modify this Privacy Policy and its terms and conditions, from time to time, as it deems appropriate or to adjust to new regulations, and agrees to communicate any changes to users and owners of personal information in a timely and clear manner, in accordance with applicable law. Continued use of the Website will mean your acceptance of any adjustment to this Privacy Policy.

Security

JETSMART has adopted security levels to protect personal information in accordance with applicable law and has deployed all reasonable technical means and measures at its reach to prevent the loss, misuse, alteration, unauthorized access and theft of personal information provided by users. Notwithstanding the foregoing, users are aware that such security measures are not impregnable and, consequently, they release JETSMART from any damage that may arise from these circumstances and that is not directly attributable to JETSMART, in accordance with current legislation. However, in the event of any security incident affecting personal information, JETSMART agrees to take such action as may be reasonable and required by law to inform the owners and the competent authority by the most expeditious means possible, and to take all reasonable measures to reduce the damage that may result from this circumstance.

Specific regulations on Personal Data Protection

JetSMART is obliged to respect the provisions of Article 19 No. 4 of the Constitution of the Republic of Chile and Law No. 19,628 of the Republic of Chile on the Protection of Personal Data. JetSMART also agrees to respect the provisions of Laws No. 12.965 and No. 13.709 of the Federative Republic of Brazil on the use of the Internet and the Protection of Personal Data, as well as the applicable laws of the Republic of Colombia, Peru, Argentina, and any other country where JetSMART operates.

In compliance with Resolution 14/2018 of the AAIP of the Argentine Republic, it is hereby announced that the AGENCIA DE ACCESO A LA INFORMACIÓN PÚBLICA ("AGENCY OF ACCESS TO PUBLIC INFORMATION"), in its role as the Control Body of Law No. 25,326 of the Argentine Republic, has the power to deal with complaints and claims filed by those who are affected in their rights by non-compliance with current regulations on the protection of personal data.

Section 6 of Law No. 25,326 of the Argentine Republic, states: When personal data is collected, the owners must be expressly and clearly informed beforehand of: a) The purpose for which they will be processed and who their addressees or class of addressees may be; b) The existence of the file, register, data bank, electronic or of any other type, in question and the identity and domicile of the person responsible; c) The mandatory or optional nature of the answers to the proposed questionnaire, especially with regard to the data referred to in the upcoming article; d) Consequences of providing the data, the refusal to do so or the inaccuracy of the same; e) The possibility of the interested party to exercise the rights of access, correction and deletion of data.

In accordance with Law No. 13.709 / 2018 (General Law on Data Protection - LGPD for its acronym in Portuguese) of the Federative Republic of Brazil, it is incumbent upon the National Data Protection Authority to implement simplified mechanisms, even by electronic means, for the submission of complaints regarding the processing of personal data that do not comply with LGPD.. Access to and use of this Web Site implies full and express acceptance of these terms and conditions, especially for the purposes covered by section 7 of Law 13.709 of the Federative Republic of Brazil.

Santiago, [●] September, 2019

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1.

General Regulations of the Transportation Contract:

III. PASSENGERS AND DOCUMENTS –
The handling of personal data collected by the Carrier on the occasion of the celebration or modification of this contract, as well as of any contract for optional services or products, shall be

governed by the provisions of the Company's Privacy Policy, available at *[insert direct link to Privacy Policy]*, which is known and accepted by the Passenger and forms an integral part of these General Regulations, for all legal purposes. Passengers shall have the right to access, know, update, correct and delete their personal data, as well as to request proof of this authorization and revoke it, as detailed in the Privacy Policy.

IV. DENIED BOARDING. -

Without prejudice to any provision applicable to any particular court, contained in these terms and conditions or in the corresponding regulation, the Carrier shall deny embarkation or transport of a Passenger, or arrange for their disembarkation, if it considers that the Passenger could affect the safety of the flight or of 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 employee that works for the Carrier with respect to matters of security, surveillance or of any nature; 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) 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.

V. BAGGAGE TRANSPORTATION –

Baggage shall be understood to mean only the Passenger's personal belongings necessary for their journey, and those that are expressly incorporated by virtue of the applicable legal regulation.

2. SPECIFIC REGULATIONS OF JETSMART AIRLINES

Reimbursements

Regarding the flights that provide service in, from or to Colombia, in no case shall there be a right of retraction or withdrawal in the case of promotional fares.

Payment Methods

For payments in Colombia, the system accepts national and international credit and debit cards as means of payment. 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 the card and to any validations that may be appropriate for security reasons, without which the purchase cannot be finalized and the reservation cannot be confirmed or maintained, in which case it will be rejected or cancelled. Cash payments are accepted for payments made at the airport.

Passengers' rights

XII. COLOMBIA: PROVISIONS APPLICABLE TO PASSENGERS OPERATING IN COLOMBIA UNDER COLOMBIA'S AERONAUTICAL REGULATIONS.

a). Showing up at the Airport.

Passengers must arrive at the airport of departure and check in within the time indicated by the Company at the time of purchasing their ticket or reservation. In the absence of such indication, the passenger must do so at least one (1) hour prior to the departure of domestic flights and two (2) hours prior to the departure of international flights; times that are understood to be doubled during high season periods.

DENIED BOARDING AND LIMITATIONS TO TRANSPORTATION.

Without prejudice to the other grounds established by the Company in accordance with the applicable rules, it may deny or limit the carriage of Passengers who:

- i. are in a mental or physical health condition that in the Airline's judgment may pose a risk to the Passenger themselves, other Passengers, crew or property.
- ii. have refused to undergo a security check.
- iii. have not paid the fare, taxes, fees, applicable contributions, additional services or other costs and expenses that they are obliged to pay.
- iv. do not show up with the required travel and identification documents, destroys their documents during the journey or refuses to hand them over to Airline staff or competent authorities, when required.
- v. present a Ticket (ticket) which was: (i) purchased against the law and these provisions; and (ii) purchased through a person who is not authorized by the Airline; (iii) issued or modified by someone other than the Airline or without the Airline's authorization.
- vi. cannot prove by means of a valid photo ID, that they are the person named on the Ticket.

- vii. When security measures, provisions or filters determined by the Airport are breached.
- viii. When the Passenger fails to comply with the Airline's security checkpoints and/or generates forced access to the aircraft.
- ix. Transportation of minors in incubators is not allowed.

In the exercise of this discretionary power, the Company may refuse to provide the transport service and shall not be liable for the expenses that this represents for the Passenger.

If a Passenger is denied boarding for any of the reasons mentioned in this section, the ticket money will not be refunded, except as provided in the applicable regulations.

b.) REFUNDS.

There will be a refund or other compensation, according to the conditions and terms established by the Company under the applicable legal framework in the event that because of JetSMART's responsibility, a flight cannot start or must be suspended after it has started, due to delays, cancellations or flight diversion.

1. A full refund will be made when a Company Passenger dies before the start of the trip as long as it can be verified by JetSMART.
2. The Passenger should keep in mind that: (i) there are Promotional Fares that do not allow a refund.
3. Revocation: The revocation of the purchase must be made through any service channel of the seller, within forty-eight (48) ordinary hours following the purchase operation. The revocation may only be carried out with a minimum of 8 calendar days between the moment of its timely execution and the date foreseen for the start of the provision of the service for domestic flights. For international flights, the period shall be equal to or greater than 15 calendar days. The airline or travel agent who sold the ticket will have a maximum of 30 calendar days to reimburse the money, from the date the revocation was communicated.
4. Withdrawal: Passengers may withdraw from the trip up to 24 hours before it starts, provided that the Contract of Carriage originates in Colombia. The carrier may withhold up to 10% of the value of the fare, excluding taxes and administrative fees. The foregoing shall not apply to Promotional Rates.
5. Neither the Revocation nor the Withdrawal will apply to promotional fares.