

Transportation of Passengers and Baggage provided by **Islaña de Inversiones S.A. de C.V.** are subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket, ticket jacket or electronic ticketing receipt. By purchasing a ticket or accepting transportation, the Passenger agrees to be bound thereby.

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## CHAPTER I - DEFINITIONS

“Airport Operator” means an individual or a legal corporate entity authorized to manage or run an airport.

“Airport Tax” means the value that the Passenger is charged for using airport facilities; it may be collected by THE CARRIER on the ticket or collected by the Airport Operator or Authorities directly from the passenger.

“Authorized Airline” means any other airline authorized by THE CARRIER to non-exclusively use the AV\* designator code to commercially identify its operations, each airline maintaining its operational control.

“Authorized Agent” means the individual or legal corporate entity with whom THE CARRIER has a commercial relation for the sale and distribution of its services and of other airlines’ services, when so authorized. The agent is an independent merchant who/that carries out his/her/its activities through a self-owned company with personnel under his/her/its charge, in the name of and in representation of THE CARRIER, according to THE CARRIER’S instructions for such purpose.

“Authorities” means members of law enforcement agencies; the national police; the military forces; security, migration, customs or aeronautics agents or representatives that are granted such authority by competent law or entities in the corresponding country or any such agency or force that may come to replace the above-mentioned.

“AVIANCA” means the brand used by the Airlines Authorized to commercialize their

services. The Airlines Authorized to use the AVIANCA brand are: (i) TACA International Airlines, S.A., (ii) Líneas Aéreas Costarricenses, S.A., (iii) Trans American Airlines, S.A.; (iv) Aviateca, S.A.; (v) Isleña de Inversiones S.A.D.C.B. and; (vi) Aerolíneas Galápagos S.A. Aerogal

“Baggage” means such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger’s trip. Unless otherwise specified, it shall include both checked and unchecked baggage and property of the Passenger.

“Baggage Tag” means a document issued by THE CARRIER solely for identification of checked baggage.

“Canceled flight” means a flight that, although scheduled, is not made due to causes that are internal or external to THE CARRIER.

“THE CARRIER” means the carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or his baggage thereunder.

“Carry-on Baggage” means the Baggage that the Passenger keeps with him/her during the flight and during his/her stay in the airports involved, under his/her custody, care, control, and responsibility.

“Checked Baggage” means baggage that a ticketed Passenger has requested be carried by THE CARRIER and for which THE CARRIER has issued a Baggage Claim Tag to the Passenger.

“Codeshare Agreement” means an arrangement by which THE CARRIER offers transportation service to a Passenger who is ticketed with the two letter airline designator code “AV” on a flight that is operated by an airline other than THE CARRIER.

“Connection” means a change from one flight to another that the Passenger makes at a point other than the point of origin and the point of destination indicated on the Ticket, in order to arrive at his/her destination. It may involve a change of aircraft and a change in the flight number or not.

“Contract of Carriage Conditions” means the conditions set forth herein.

“Confirmed Reservation” means space on a specific date and on a specific flight and class of service that has been requested by a passenger, and that THE CARRIER or its agent has verified by appropriate notation on the ticket as being reserved for the accommodation of the passenger.

“Convention” means any of the following instruments, as applicable:

- Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed in Warsaw on October 12, 1929 (the Warsaw Convention)
- Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Transportation by Air. The Hague, September 28, 1955.

- Montreal I, II, III and IV Protocols. Montreal, 1975.
- Complementary Convention to the Warsaw Convention for the Unification of Certain Rules Relating to International Transportation by Air, made by a person other than the contracting CARRIER or TRANSPORTER. Guadalajara, 1961.
- Convention for the Unification of Certain Rules Relating to International Transportation by Air. Montreal, 1999.
- Any other international instrument or treaty applicable to THE CARRIER's services.

“Days” means full calendar days, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the ticket is issued or the flight commenced shall not be counted.

“Excess Baggage” means any excess of the Free Baggage Allowance in weight, volume or in the number of authorized pieces, which will be charged in addition to the ticket; it can only be transported if THE CARRIER so determines.

“Fare” is the price that the Passenger pays for the carriage service and the conditions that apply. Fares are subject to usage conditions that refer to, among others, the ticket validity period, payment conditions, endorsement restrictions, stipulations regarding refunds, usage on determined flights, minimum or maximum stay in the point of destination, specific traveling days, penalties, baggage allowance rules, and other applicable conditions.

“Flight Coupon” means the document, the content of which qualifies the beneficiary of the document to take the flight specified therein, under the conditions set forth therein. It may be issued in print or in electronic form; in the latter event, the content of the status of the coupons reflected in the e-ticket is found in THE CARRIER's database.

“Free Baggage Allowance” means the amount of Baggage in weight, pieces and/or in volume to which the Passenger is entitled without extra cost. The number of pieces, the volume, and the weight are determined for each route and/or fare.

“Frequency” means the number of flights made on a determined route.

“Hazardous Materials and/or Dangerous Goods” means all such articles or substances classified as explosives, flammable substances, gases, acids, corrosives, radioactive materials, biological materials and/or those decreed as such by THE CARRIER or by national and international laws and regulations. It means matters or objects that represent health and security risks or that can produce damage to the environment, to property or to persons.

“IATA” means International Air Transport Association.

“Individual with a Disability” means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

“In Transit” means the time that the aircraft or the Passenger remains on the ground between one destination and another.

“Inspection” means applying visual, technical or other types of means to detect the presence or possession of weapons, explosives, hazardous or illegal materials or substances that can be used to commit acts of illegal interference or to detect persons who can commit such acts. An inspection may be made by THE CARRIER, the Airport Operator or the corresponding Authorities.

“Interline Transportation” means carriage on the services of more than one airline where such airlines agree to accept each other’s tickets and baggage.

“ISLEÑA” means Isleña de Inversiones S.A. de C.V.

“Itinerary” means the set of THE CARRIER’s flights in an order that comprises a schedule or a plural number of flights that THE CARRIER regularly operates. It can include aircraft equipment, schedules, routes, and Frequency.

“Leg” means a segment between two determined points. For commercial purposes, it refers to the air carriage service provided from one city to another.

“Medical Certificate” means a letter or form from the Passenger’s treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician, or hospital in the country where the illness or treatment arose and which certifies the nature of the Passenger’s illness and treatment.

“No-Show” means the Passenger with a Confirmed Reservation for a determined flight who does not arrive for the flight within the time established by THE CARRIER; this situation will lead to canceling the reserved flight(s) and may generate service charges or penalties for the Passenger.

“On-board Service” means the service that THE CARRIER offers during the flight; it varies depending on the type of aircraft, the route, and the flight duration and characteristics. On-board service may include beverages, meals, and entertainment.

“Operational Changes” means an impact on the flight due to internal or external causes associated with or related to operations.

“Passenger” means any person, except members of the crew, carried or holding a Confirmed Reservation to be carried in an aircraft with the consent of THE CARRIER.

“Refund” means the return of the total or partial value paid for one of THE CARRIER’S services not used due to voluntary or involuntary causes, which THE CARRIER makes to the Passenger and which can be subject to certain conditions to be applied. Fares identified as non-refundable due to fare conditions previously accepted by the Passenger will not be refunded and fares identified with a refund penalty will be reimbursed after deducting the corresponding penalty according to the rules for that fare.

“Service Animal” means any guide dog, signal dog, or other animal trained to provide

necessary assistance to an Individual with a Disability, or a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts.

“Special Drawing Right” means a special unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund, Washington, D.C. 20431.

“Stopover” means a deliberate interruption of travel by the Passenger, agreed to in advance by THE CARRIER, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion.

“Ticket” means the record of agreement, including electronic tickets for Passenger air transportation provided by THE CARRIER under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations. An electronic Ticket is the record of the ticket agreement maintained and processed within THE CARRIER’S electronic reservation system. A receipt is provided to the purchaser of the ticket that contains a reference for retrieving the record within THE CARRIER’S reservation system and summary of the ticket information. THE CARRIER may mandate the issuance of an electronic Ticket, regardless of market, carrier, form of payment, and customer type.

“Unforeseen Circumstances” means causes beyond THE CARRIER’S normal business performance, which prevent the flight from being made or which delay flight departure or arrival, such as weather conditions, technical problems that require maintenance other than the scheduled or routine maintenance of the aircraft, factors or circumstances related to Passengers or to third parties, ground support equipment failure, political factors, strikes, civil insurrection, war, state of siege, and airport shutdown, among others.

## CHAPTER II – APPLICATION OF CONTRACT

Article 2.1. General. The Conditions included herein shall apply to any flights or flight segments in which the name: “AVIANCA” or the designator code AV operated by ISLEÑA or WC appear on the airline information box in the respective Boarding Pass.

Article 2.2. Application of Contract. These Carriage Conditions are applicable unless they go against the National Constitution, the Conventions, and the laws or regulations of the countries where they apply. If a provision herein loses its validity, the remaining provisions will continue to be valid.

Article 2.3. Agreements. For any or all of the services, the CARRIER has entered into Single Code, Codeshare, Freight or Chartering Agreements with other airlines, carriers or individual entities, meaning that even when a Passenger has been issued a ticket with the CARRIER’S designator code, or under its name, the CARRIER operating the flight may be different. In this case, in keeping with the foregoing section, the present General Conditions of

Transportation shall apply without prejudice of any provisions laid down in the Agreements or applicable laws relating to this particular case.

Article 2.4. Interline Arrangements. When THE CARRIER undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier on an interline basis (whether or not such transportation is part of a through service), THE CARRIER will act only as agent for the other carrier in these limited capacities, and will assume no responsibility for the acts or omissions of such other carrier.

### CHAPTER III – AIRPORT SECURITY

#### Article 3.1. Airport Security

3.1.1. Objective. Carriers devoted to national and international civil aviation may develop and implement actions and procedures aimed at preventing acts that breach national and international laws and regulations and at preventing acts of illegal interference. This Contract of Carriage is subject to the laws, regulations, norms and security directives imposed by government agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil disturbances or terrorist activities. In the event of a conflict between the provisions contained herein and government laws, regulations, rules, and applicable security directives, the latter will prevail.

3.1.2. Scope. These procedures govern Inspection, the security of the aircraft and of the facilities, knowledge of and reporting of acts of illegal interference, planning and training for contingencies and emergencies at all of the points served by THE CARRIER.

#### Article 3.2. Baggage Inspection

##### 3.2.1. Checked Baggage

3.2.1.1. All Checked Baggage may be inspected using any type of device or medium, in the presence or in the absence of the Passenger, and with or without his/her knowledge or consent, in order to prevent acts of illegal interference or some damage to the aircraft, to the Passengers, and to third parties. This control can be made by the Authorities of the corresponding country. Each Passenger is responsible to THE CARRIER and to the competent authorities for the contents of his/her Baggage.

3.2.1.2. Neither THE CARRIER nor any of its employees or agents will be held liable for any damage, destruction, loss, delay, refusal to transport, or confiscation of property, resulting from security inspections or from the Passenger's refusal or failure to comply with security requirements.

3.2.1.3. The Passenger must abstain from placing in his/her Checked Baggage elements that can be affected by x-ray or inspection machines.

##### 3.2.2. Carry-on Baggage

3.2.2.1. All Carry-on Baggage is subject to a security check, under the same conditions set forth for Checked Baggage in the above articles herein.

3.2.2.2. In addition, all Baggage must meet the standards and follow the procedures set forth in CHAPTER 8 - Baggage herein.

Article 3.3. Passenger Inspection

3.3.1. Inspection. THE CARRIER may inspect or search the Passenger for security purposes, using any medium designed for such purposes.

3.3.2. Passenger Identification. Passengers must properly identify themselves, at check-in and when boarding, by presenting a valid identification document that will be verified according to the requirements of the competent Authority and that must match the name on the Ticket.

Passengers are responsible for presenting the travel documents and identification documents required by the laws of the different countries through which, from which or to which they are going to be transported or those included in the legs of their trip. THE CARRIER may effectively refuse to transport the Passenger, without any liability, when he/she does not fully identify himself/herself or when he/she is not carrying all of the documents and visas needed for the trip. Photocopies of required documents will not be accepted; only original documents in good condition and valid will be accepted. For all effects and purposes, the provisions set forth in CHAPTER IX -Administrative Formalities must be taken into account.

Article 3.4. Refusal to Transport. THE CARRIER shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

- (a) when the Passenger does not meet the conditions set forth herein;
- (b) when said person participates in or is involved in an incident that goes against or endangers the physical integrity or security of the Passengers, the crew members, the Baggage, the freight or the aircraft;
- (c) when said person does not allow himself/herself to be searched;
- (d) when said person does not allow his/her Checked Baggage or Carry-on Baggage to be inspected;
- (e) when said person may represent a threat to flight safety; to on-board comfort, order or discipline; to the health or convenience of the other Passengers and of the crew; or to flight sanitation;
- (f) when said person has committed a serious fault on a prior flight;
- (g) when said person appears on the refusal to transport lists issued by competent Authorities in any of the countries where THE CARRIER operates;
- (h) when said person has not paid applicable fares, taxes, and other charges;
- (i) when said person is not carrying valid travel documents but intends to enter a country for

which he/she does not have the necessary documentation or if he/she destroys his/her documentation during the trip or if he/she refuses to show his/her documents to the flight crew in order to receive the corresponding receipt or voucher;

- (j) when said person presents a Ticket fraudulently obtained or reported as stolen or forged or when he/she does not furnish a satisfactory identification document to THE CARRIER or if he/she is not the person stated to be the Passenger on the Ticket;
- (k) when said person has not used the flight coupons in sequence or presents a Ticket that was not issued by THE CARRIER or its authorized agent or when his/her Ticket appears to have been altered in any manner;
- (l) when said person does not obey the instructions regarding security and the recommendations for behavior given by THE CARRIER's representatives, on ground and during the flight, or when his/her behavior interferes with the crew members' duties;
- (m) when said person is or appears to be ill and, in the opinion of THE CARRIER and/or of an airport physician, he/she cannot be safely transported or if he/she represents a danger to his/her own safety or to the safety of the other Passengers and of the flight crew or to his/her health or to the health of the other Passengers and of the flight crew;
- (n) when said person is intoxicated or under the effects of alcohol or drugs;
- (o) when said person shows aggressive or unacceptable behavior;
- (p) when said person does not comply with laws and regulations;
- (q) when said refusal to transport occurs in compliance with laws, regulations or orders by competent Authorities; or
- (r) when said refusal to transport occurs due to weather conditions, unforeseen circumstances or other conditions beyond THE CARRIER'S control (including but not limited to situations of force majeure or acts of God, such as disturbances, strikes, terrorist acts, war, etc...) that are occurring, have been reported or when a threat thereof exists.

THE CARRIER, for flights to and from the United States, will not refuse to provide transportation to an Individual with a Disability, based upon his or her disability, except in the following circumstances:

- (a) THE CARRIER may refuse to provide transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate applicable governmental safety and security requirements.
- (b) THE CARRIER may refuse to provide transportation to passengers requiring special disability accommodations who fail to comply with the advance notice and check-in requirements under Article 5.2.1, provided however that THE CARRIER will make reasonable efforts to accommodate such passengers before refusing to provide transportation.
- (c) THE CARRIER may require that an attendant accompany a passenger with a

disability as a condition of providing transportation if THE CARRIER determines that such an attendant is essential for safety in the following circumstances:

- i. When the passenger because of a mental disability is unable to comprehend or respond to safety related instructions.
- ii. When the passenger has both a severe hearing and vision impairment and is unable to establish a means of communication with THE CARRIER'S personnel sufficient to receive the safety briefing,
- iii. When the passenger has a mobility impairment so severe as to be unable to assist in his/her own evacuation.

#### CHAPTER IV – RESERVATIONS AND CALL CENTER

Article 4.1. Reservation Use and Handling. Reservations are personal and non-transferable. It is prohibited to make reservations using fictitious names.

A reservation must contain at least the following information:

- (a) Full name of the person(s) traveling. CHD (child) or INF (infant)
- (b) Legs to be reserved, stating the flight number, date, number of coupons, fare class
- (c) The Passenger's Telephone numbers in the city of origin and in the city of destination or in the Connection city. A minimum of at least one contact telephone number is required.
- (d) E-mail for contacting the person traveling, if need be.
- (e) Ticket Number or Ticket Validity Period.
- (f) Additional Information on the person(s) traveling if government authorities so require.
- (g) Name, address, and telephone number of the person to contact in the event of an accident or some other contingency.
- (h) Frequent flyer number

Article 4.2. Nature of the Reservation. When, through its business rules and system configuration, THE CARRIER discovers that a person has reserved Legs that cannot be flown simultaneously, it will automatically cancel duplicate reservations.

Article 4.3. Reservation Processing. Reservations can be processed as follows:

1. Through or upon request by a travel agency
2. Using other carriers' distribution systems or reservation systems
3. Via Internet
4. Directly with THE CARRIER at its call center and sales points
5. By any other medium provided by THE CARRIER.

Article 4.4. Changes in the Reservation

4.4.1. Canceling the Reservation. A reservation can be canceled for the following reasons:

- (a) Upon request by the agency or the person who originally made the reservation or who requested the cancelation.
- (b) By THE CARRIER in events of duplicate reservations, that is to say, when there is more than one reservation for the same person with the same flight number and date or when there are duplicate segments in one reservation.
- (c) By THE CARRIER when the deadline for purchasing the ticket has passed and the Passenger has not acquired the ticket or when the Passenger does not comply with fare conditions.
- (d) As a result of a No-Show (the Passenger does not appear) on one of the reserved Legs.
- (e) By THE CARRIER when the reservation has segments considered non-productive, pursuant to the policy on non-productive segments.
- (f) By THE CARRIER when said cancellation is necessary to meet a government regulation or requisition or when said action is necessary or recommendable for meteorological reasons or due to other unforeseen circumstances or other conditions that are beyond the control of THE CARRIER (including but not limited to situations of force majeure or acts of God, such as disturbances, strikes, terrorist acts, war, etc...) that are occurring, have been reported or when there is a threat thereof.

#### 4.4.2. Modifications to the Reservation

A reservation may be modified for the following reasons:

- (a) Upon request by the agency that or the person who originally made the reservation or who requests the modification, due to a change in itinerary or to add or eliminate information other than the name of the person traveling.
- (b) By THE CARRIER, in which case the Passenger must be informed of the change.

Article 4.5. Means of Payment. The ticket can be paid for using the means that THE CARRIER provides for, either directly or through its authorized agent.

Article 4.6. Consent to Use of Personal Information. The Passenger must furnish THE CARRIER with true information regarding his/her personal data in order for THE CARRIER to book a reservation on behalf of the passenger and provide the contracted carriage service. THE CARRIER will process the information, including gathering, storing, using, circulating,, transmitting and/or transferring the data furnished by the Passenger, for the proper performance of the activities related to the acquired carriage service, such as preparing the reservation; applying

modifications, cancellations, and changes in the itinerary; processing refunds; handling queries, complaints and claims; updating accounting records, purchasing tickets or additional products, handling processes in which third-party providers, representatives or agents of THE CARRIER may be involved and which may occur in countries other than the place where the reservation is made; and for any other purpose accepted by the Passenger under the terms of THE CARRIER's Privacy Policy.

The information that the Passenger furnishes will remain stored for a period of ten (10) years as of the date on which the data was furnished, to enable THE CARRIER to meet its legal obligations, particularly those regarding accounting, fiscal, and tax matters.

THE CARRIER ensures the security and confidentiality of the data that the Passenger furnishes, pursuant to its Privacy Policy.

THE CARRIER's Privacy Policy is available for viewing at [www.avianca.com](http://www.avianca.com).

Article 4.7. Notification of Operational Changes. If some change in operations occurs regarding the flight, departure time, a change of aircraft or in general any aspect that may affect the agreed-upon reservation, THE CARRIER will make all reasonable efforts to inform the Passenger as soon as possible, pursuant to existing rules and regulations thereon, if applicable.

Article 4.8 Obligation to Provide Information to the authorities. THE CARRIER undertakes to provide the competent authorities with information about the passenger, based on the reservation, in order to prevent or contain acts of illegal interference, as well as to facilitate the migration, customs, health and agricultural and livestock control processes, among others, performed by the applicable authorities. All of the foregoing shall be carried out in accordance with the CARRIER Privacy Policy.

## CHAPTER V - SPECIAL SERVICES

Article 5.1. General. Special services are services that THE CARRIER offers Passengers according to their individual needs or requirements.

Article 5.2. Policies and Requirements.

5.2.1 The Passenger must inform THE CARRIER of his/her requirements or needs at least twenty-four (24) hours before the trip or when booking the reservation, except for an Individual with a Disability, in which case the advance notification requirements do not apply. EXCEPTION: For flights to and from the United States, Passengers with a Disability must provide THE CARRIER with at least 48 hours advance notice and check-in for their flight at least one hour prior to the check-in time for the general public in the following cases:

- (a) Transportation of an electric wheelchair on an aircraft with fewer than 60 seats.
- (b) Provision by THE CARRIER of hazardous materials packaging for a battery for a wheelchair or other assistive device.

- (c) Accommodation for a group of ten or more Individuals with Disabilities who make reservations and travel as a group.
- (d) Provision of an on-board wheelchair on an aircraft with more than 60 seats that does not have an accessible lavatory.
- (e) Transportation of an emotional support or psychiatric service animal in the cabin.
- (f) Use of a ventilator, respirator, Continuous Positive Airway Pressure (CPAP) machine, or Passenger's own Personal Oxygen Concentrator (POC).
- (g) Accommodation of a passenger who has both severe vision and hearing impairments.

Notwithstanding anything in this Article 5.2.1 to the contrary, THE CARRIER will undertake reasonable efforts to facilitate the Passenger's transportation in the absence of receiving advance notice of the requested accommodation.

### Article 5.3. Carriage of Children

#### 5.3.1. Carriage of Minors

5.3.1.1. For all air transportation service purposes, a minor is an individual who has not had his/her twelfth (12th) birthday on the date of the flight.

- (a) Infant. An infant is a minor who has not had his/her second (2nd) birthday on the date of the flight and who is flying without occupying a seat, accompanied by a responsible adult. The infant will travel on the responsible adult's lap, after the adult has fastened his/her seatbelt. The infant requires an air carriage ticket even though no fare is being paid. If the responsible adult wants the infant to occupy a seat, he/she must pay the cost of an air carriage ticket and must carry a baby seat approved under international standards as suitable for use in an aircraft.
- (b) Child. A child is a minor over two (2) years of age but who has not had his/her twelfth (12) birthday on the date of the flight and who must travel occupying a seat and paying the corresponding fare.

5.3.1.2. An adult may, under his/her charge, be responsible for maximum two (2) infants under two (2) years of age, in which case the second infant must travel in a baby seat and the corresponding fare must be paid. The passenger will furnish the baby seats because THE CARRIER does not provide them; the baby seats must be used in unoccupied seats in the aircraft; they cannot be used in emergency exit rows and the seatbelt of the aircraft seat must remain fastened on top of the baby seat during the whole flight. A baby seat will be assigned to a seating location so as not to obstruct other passengers' exit.

5.3.1.3. Any child who cannot sit up in a seat with the seatbelt fastened

and who is not seated as an infant on the adult Passenger's lap must be transported in a baby/child seat approved for air carriage. Such seats must be used in unoccupied aircraft seats; they cannot be placed on an adult's lap nor can they be used in emergency exit rows. And they must remain properly fastened to the aircraft seat during the whole flight. A baby seat will be assigned to a seating location so as not to obstruct other passengers' exit.

5.3.1.4. For flight safety purposes, minors and the adults who accompany them must not be seated in emergency exit rows.

5.3.2. Unaccompanied Minors. This service is defined as the transport of a minor who at the time of the trip is five (5) years or over and has not yet reached age of twelve (12) years and is traveling under the custody of an officer of THE CARRIER. The service is optional for minors between twelve (12) and seventeen (17) years, except for domestic flights in Ecuador.

The responsible adult must inform THE CARRIER of the unaccompanied minor's requirements or needs at least twenty-four (24) hours before the trip and must also inform that the minor is in good health to make the flight. THE CARRIER reserves the right to establish a maximum number of unaccompanied minors to be transported per flight.

5.3.2.1. Minors under five (5) years of age cannot travel without being accompanied by a responsible adult.

### 5.3.3. Policies for Transporting Unaccompanied Minors

5.3.3.1. The accompaniment service starts at the check-in counter and includes accompanying the minor through security checks and emigration processes and continues through the boarding gate, and placing the minor inside the aircraft. The accompaniment service does not include any additional or special services during the flight, except for attending the minor to ensure his/her integrity and security, which does not imply that the minor will be accompanied by an agent or a crew member during the whole flight. Upon arrival at final destination, the minor is accompanied by a service agent in the deplaning, through immigration and customs processes, and remains with the minor until the minor is delivered to the responsible adult. Unaccompanied minors cannot transport pets either as Checked Baggage or in the passenger cabin unless the minor so requires due to some special condition.

5.3.3.3. It is prohibited for a child less than twelve (12) years of age to be solely accompanied by a person less than eighteen (18) years of age, unless the latter can prove that he/she is the child's father or mother.

5.3.3.4. An adult must accompany the unaccompanied minor to the airport at the city of origin, must conduct the necessary boarding formalities for the unaccompanied minor, and must wait until the airplane takes off, before he/she leaves the airport.

5.3.3.5. The adult who accompanies the minor to the airport of departure must fully complete the documentation for unaccompanied minors and must clearly explain the data for the person who will receive the minor at the point of destination, including address and telephone number. The adult must further accept the carriage conditions specified in the form.

5.3.3.6. An adult must take charge of the minor at the airport of destination at the scheduled time of arrival of the flight, identifying himself/herself as the person entitled to receive the minor when the plane lands and the unaccompanied minor deplanes. If the flight is delayed for whatever reason, the adult responsible for receiving the unaccompanied minor will wait at the airport where the minor is due to arrive.

5.3.3.7. For Unaccompanied Minors who plan to travel in flights operated by THE CARRIER that make connections to or from flights operated by a different carrier, including other carriers with which THE CARRIER has signed Codeshare Agreements, it will be necessary for the adult in charge of the minor to first consult the other carriers' policies on transporting Unaccompanied Minors. THE CARRIER will not be held liable for exclusions or conditions imposed by the other carriers regarding transporting Unaccompanied Minors, nor will it be held liable for the consequences thereof.

5.3.3.8 Unaccompanied minors can travel in direct flights and in connecting flights operated by THE CARRIER, provided that there are no overnight stays and/or more than two connections.

5.3.3.8. THE CARRIER will only charge the unaccompanied minor service when the flight is effectively operated by THE CARRIER.

5.3.3.9. THE CARRIER may request documentation for proof of the minor's age.

Article 5.4. Carriage of Passengers Who Are Ill. Taking into account that a trip in an aircraft may affect a Passenger's health, in particular when he/she is ill, in order for such an individual to be transported, he/she must consult THE CARRIER'S procedures thereon, pursuant to effective laws and regulations.

In general, there are determined conditions or illnesses that require an authorization from the treating physician, to guarantee that the patient's health will not be affected during the flight.

5.4.1. Policy for the Carriage of Passengers Who Are Ill. This policy is presented as a guideline but it is not all inclusive. THE CARRIER recommends that passengers who are ill consult THE CARRIER for its procedure and requirements, before the trip and when making his/her reservation, for the carriage service to be provided.

In general, after the Passenger has consulted THE CARRIER, identified the requirements that it has, and complied with them, the Passenger must present himself/herself at the check-in counter on the day of his/her trip, according to the conditions of his/her ticket. If there is a discrepancy between THE CARRIER's criterion and the Passenger's criterion or the criterion of his/her treating physician regarding his/her ability to travel safely, THE CARRIER may deny boarding to the Passenger, provided however that for flights to and from the United States and notwithstanding anything in this Article 5.4.1 to the contrary, THE CARRIER will comply with the requirements of 14 C.F.R. Part 382, Nondiscrimination on the Basis of Disability in Air Travel.

Article 5.5. Individuals with a Disability. THE CARRIER has a policy for accommodating Passengers with a Disability, pursuant to effective rules and

regulations, including, without limitation, 14 C.F.R. Part 382, Nondiscrimination on the Basis of Disability in Air Travel. The policy is available on our webpage and at the carrier's sales points, for information and consultation.

#### Article 5.6. Pregnant Women and Infants

5.6.1. Pregnant Women. Pregnant women must inform THE CARRIER of their condition event if it is not noticeable and of the number of weeks of pregnancy.

As a general rule, carriage of pregnant women in good health is authorized, unless they are bound to comply with special requirements, aimed at preserving the integrity of the expectant mother and her yet-to-be-born baby, in accordance with any provisions set forth in the regulation that might be applicable to the trip. In any case, the passenger shall undertake to become aware of the requisites required for the trip, as well as to obtain the said requisites and present them at the check-in counters for each flight.

In case there is no regulation applicable to the trip, pregnant women shall not travel on any flights after the thirtieth (30th) week of pregnancy, unless the trip is strictly necessary. If so, the pregnant passenger shall sign and submit to THE CARRIER a document supported by a medical certificate, which shall specify the passenger is suited for air travelling, discharging the air company from any liability that may arise out from any pregnancy-related event that may occur during the flight.

The said medical certificate shall take into account the route and duration of the flight and shall be issued within ten (10) days preceding the flight date.

Pregnant passengers cannot be seated in emergency exit rows.

Notwithstanding the provisions set forth above, THE CARRIER reserves the right to refuse carriage of pregnant women when, at its own criteria, the pregnant traveler is not in suitable conditions to travel.

5.6.2. Infants Less Than Ten (10) Days of Age. The carriage of infants less than ten (10) days of age requires a Medical Certificate authorizing the trip and requires the infant's birth certificate. THE CARRIER may refuse to transport infants less than ten (10) days of age. THE CARRIER may request proof of the infant's age.

Article 5.7. Carriage of Animals. The carriage of any type of living animal is a service solely provided on some routes and on some aircraft. Due to the above, when booking the reservation, the passenger must consult to verify whether this service is provided on his/her flight or not and what the service provision conditions involve.

5.7.1. Requirements for Carrying Pets as Baggage. The provisions of this Article 5.7.1 do not apply to Service Animals or Emotional Support Animals, which are addressed under Article 5.7.2. For all other animals, THE CARRIER will only consider transporting pets that are dogs, cats, and, on domestic flights in Colombia, small birds in the passenger cabin; other pets will not be accepted as Checked Baggage or as Carry-on Baggage.

5.7.1.1. Carriage of Pets as Checked Baggage in the Cargo Area on

## Domestic and International Flights

(i) Only pets that do not represent any risk to flight safety will be transported.

(ii) For trips to international destinations, the Passenger is responsible for obtaining information and meeting all necessary requirements for transporting his/her pet, in the country of origin, during connections, and in the country of destination. The Passenger must present all necessary certificates and documents for the carriage of the pet to THE CARRIER at the check-in counter. Such requirements and certificates may vary from country to country; however, usually the following are required: Health Inspection Certificate, a health certificate for the pet issued by a veterinarian stating the animal's breed, gender and age, and a valid immunization record in original, according to age and species.

Likewise, the pet must be duly inspected. The effective term of the Health Inspection Certificate depends on the Authority in each country.

(iii) When booking the reservation, the Passenger must clearly inform that he/she will be traveling with a pet in the cargo area. This service represents an additional charge.

(iv) The Passenger or his/her travel agent must book the reservation for the pet directly with THE CARRIER, before the date of the trip.

(v) The carriage of the pet in the cargo area is subject to THE CARRIER's space availability.

(vi) Only pets weighing maximum twenty kilograms (20 kg.), not including the weight of the pet carrier (container), will be accepted as Checked Baggage in the cargo area and only on flights of maximum two (2) hours, save for certain exceptions. If they exceed that limit, they must be transported as freight.

(vii) Pets (dogs and cats) less than eight (8) weeks of age will not be accepted as Checked Baggage in the cargo area.

(viii) For the carriage of pets as Checked Baggage in the cargo area, maximum one (1) animal per pet carrier will be accepted, provided that the pet can move around comfortably inside the pet carrier.

(ix) The Passenger and its pet must travel in the same flight.

(x) The Passenger must provide a suitable pet carrier or container for the carriage of the pet and must pay a fee, based on the Passenger's point of destination.

(xi) The Passenger is responsible for delivering the pet to THE CARRIER in the pet carrier or container and for deplaning the pet at the point of

destination.

(xii) For pets to be transported, the Passenger must furnish all documents and certificates required by THE CARRIER and by the Authorities at the departure and arrival points.

Article 5.7.1.2. Transportation of domestic animals as Hand Baggage in International and Domestic flights. Domestic animals (dogs, cats and small birds) are permitted as hand baggage when travelling with their owners in hard-sided kennels or soft bags as long as they can be fitted under the passenger's seat. Birds are not permitted in international flights and domestic flights in Peru and Ecuador.

Pets are prohibited in the Passenger cabin on trans-oceanic flights. Please consult THE CARRIER'S contact points for further information on conditions and on reserving the service.

Pets must be carried in special pet carriers, cages or containers that allow the pet to breathe properly inside. Only one (1) pet is allowed per Passenger and only one (1) pet is allowed in each carrying case, cage or container. Pets that are nervous or aggressive and pets whose appearance, odor or illness can cause inconveniences to other Passengers and to the flight crew are not allowed to travel in the passenger cabin; they may be transported in the cargo area. All costs for such change will be borne by the Passenger. Once on board, the pet carrier or cage must be placed under the seat in front of the Passenger who owns the pet. The pet must remain inside the pet carrier or cage during the whole trip. When booking the reservation, the Passenger must clearly inform that he/she will be traveling with a pet in the passenger cabin. This service is subject to space availability because the number of pets per flight is limited. The number of pets allowed in the passenger cabin may vary according to the type of aircraft and the route; therefore, consult THE CARRIER to obtain information on the specific aircraft in which you will travel.

(i) The carriage of pets as Carry-on Baggage represents an additional charge that the Passenger must verify beforehand by consulting any of THE CARRIER'S sales channels.

(ii) The carriage of pets as Carry-on Baggage does not apply to interline flights.

(iii) The Passenger traveling with a pet in the passenger cabin must present a health certificate for the pet issued by a competent Authority as well as all necessary documents for the pet to be able to enter the next destination point.

(iv) The Passenger and the pet must travel in the same flight.

(v) The Passenger is responsible for carrying the pet placed in a carrying case or container.

(vi) Under no circumstance whatsoever can the pet be let out of the carrying case or container.

(vii) Only one (1) animal is allowed per carrying case, cage or

container. It must be able to move around freely inside the carrying case or container.

(viii) Each Passenger is only allowed one (1) pet.

(ix) The Passenger may feed his/her pet, provided that the pet remains inside the carrying case, cage or container.

(x) A health certificate must be provided for the carriage of the pet.

#### 5.7.1.3. Pet Carriers or Containers

Only pets that can remain inside pet carriers or containers can be transported in the passenger cabin. The Passenger can acquire the pet carriers that THE CARRIER offers for sale or he/she may furnish one bearing in mind that it must meet the conditions of being leak-proof, having adequate ventilation, and having the proper measurements to fit under the seat in front of the Passenger; therefore, pets that cannot be accommodated in special cases or containers for traveling in the passenger cabin must travel in a pet carrier or container in the cargo area. If, holding up the animal by its front legs, it measures more than 35 cm. the pet must wear a muzzle; that does not apply if the pet will be traveling in a metal container. Nor does it apply to guide dogs and emotional support animals.

(i) Pet carriers or containers must be made of wood, metal or plastic.

(ii) They must be able to fit under the seat in front of the Passenger and be large enough to allow the pet to stand, turn around, and lie down naturally.

(iii) They must be resistant, to avoid the animal from getting out or escaping during handling and carriage.

(iv) The doors must have safety locks that allow opening without the need of a special tool.

(v) They must have holes for adequate ventilation.

(vi) They must have a system for the disposal of excrements produced during carriage.

(vii) The dimensions of the pet carriers or containers in the cargo area must not exceed the number of linear inches indicated by THE CARRIER. Any pet carrier or container that exceeds approved dimensions must be transported as freight. To become familiar with the dimensions, the Passenger can consult any of THE CARRIER's direct sales points.

(viii) The dimensions of the pet carriers or containers for the carriage of pets in the passenger cabin must comply with the dimensions indicated by THE CARRIER. To become familiar with the dimensions, the Passenger can consult any of THE CARRIER's direct sales points.

- (ix) All containers must be drip-proof and leak-proof.

5.7.2. Service Animals and Emotional Support Animals. Some Individuals with a Disability use animals that help them in their daily activities. Among the animals in those categories, THE CARRIER only accepts dogs.

5.7.2.1 Service Dogs (Guide Dogs). These are dogs trained to perform certain duties for an Individual with a Disability.

Acceptable evidence for a dog to be considered and accepted as a service dog can be any of the following:

- (i) Tags.
- (ii) The type of harness or markings on the harness.
- (iii) An identification card.
- (iv) Verbal assurance that the Individual with a Disability uses the dog as a service animal provided that the animal behaves as such.

5.7.2.2 Emotional Support Dogs. These are dogs used by individuals who need emotional or mental support; the dogs may be trained to perform certain duties or not; however, they must be trained to behave properly in public.

In the case of Emotional Support Dogs, THE CARRIER will require documentation no more than one (1) year old, certifying that the individual requires the dog as emotional support. The documentation must be on letterhead stationery and signed by a mental health professional or by the treating physician and it must certify that:

- (i) The Passenger requires an emotional support dog.
- (ii) The Passenger needs the dog to accompany him/her for his/her mental health or to help the Individual with a Disability.
- (iii) The person evaluating the Passenger is a health professional and that the Passenger is under his/her professional care.

(iv) If a Passenger cannot furnish the proper documentation for an emotional support animal to accompany him/her in the passenger cabin, the Passenger will be informed that the animal must travel as a regular pet in the cabin or as Checked Baggage, and that all policies regarding such matters apply. If there is any dispute with the Passenger, a Complaints Resolution Officer (CRO) must be sought, to settle the dispute. If the decision is made to deny boarding to the dog as an emotional support animal, the Customer Relations Department (CRD) must provide a written reply to the Passenger maximum ten (10) calendar days after the event.

Service Dogs and Emotional Support Dogs. Service dogs and emotional support dogs are allowed in the passenger cabin without being limited to a pet carrier, provided that their owner controls the animal at all times. They will not be counted as carriage of living animals.

5.7.2.3 Other Requirements Applicable to Service Dogs and Emotional Support Dogs. For any flight segment scheduled to take 8 hours or more, THE CARRIER may require the passenger using the Service Dog or Emotional Support Dog to provide documentation that the animal will not need to relieve itself on the flight or that the animal can relieve itself in a way that does not create a health or sanitation issue on the flight. Additionally, the Passenger

assumes full responsibility for the safety, well-being, and conduct of its Service Dog or Emotional Support Dog, including the interaction of the Service Dog or Emotional Support Dog with other Passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.

5.7.3. Search and Rescue Dogs. Whenever the carriage of search and rescue dogs is allowed for certain routes, such dogs can travel in the passenger cabin, at the feet of their duly uniformed guide, provided that the animals can be distinguished by the breastplates they wear, identified by a microchip, certified, and carry their identification. The dogs must wear a double collar and leash.

5.7.4 General Conditions on the Acceptance of Pets

- (a) For the health of these animals, they must not travel sedated; if they are sedated, the Passenger will so notify and agree to bear the responsibility therefor through a written statement, thus exonerating THE CARRIER.
- (b) According to the laws and regulations of each country, certain aggressive breeds of dogs will not be permitted in the passenger cabin due to the risk they present to the safety of the Passengers and of the flight crew. Such breeds include the American Staffordshire Terrier, Bull Mastiff, Doberman, Argentine Mastiff, Dogue de Bordeaux, Brazilian Mastiff, Napolitan Mastiff, Pit Bull Terrier, American Pit Bull Terrier, Canarian Molosser, Rottweiler, Staffordshire Terrier, and Japanese Mastiff. Such breeds must travel in the cargo area and solely in a metal pet container. Likewise, for travel to Colombia they must be registered in the Potentially Hazardous Dogs Census established at the Town Halls, in which case the owner must obtain the corresponding permit and Extra-contractual Civil Liability Insurance Policy. THE CARRIER's acceptance of such dogs is conditioned on the owner complying with the foregoing requirements.
- (c) Brachiocephalic Breeds. Some breeds of dogs and cats have a series of anatomical idiosyncrasies that make it difficult for them to breathe properly; the condition is called Brachiocephalic Respiratory Syndrome. These pets have a flat nose and tend to present respiratory problems, making them susceptible to suffering hot flashes and breathing disorders when exposed to extreme temperature changes or stressful situations. Therefore, in order to protect these pets, THE CARRIER prohibits the carriage of the following breeds of dogs and cats or of breeds resulting from crossing them (that is to say, one of the pet's parents belongs to one of the breeds below):

Dog Breeds	
<i>Chinese Shar Pei</i>	<i>Boston Terrier</i>
<i>Boxer</i>	<i>French Bulldog</i>

<i>Dogue de Bordeaux</i>	<i>Tibetan Spaniel</i>
<i>English Bulldog</i>	<i>Cavalier King Charles Spaniel</i>
<i>Belgian Griffon</i>	<i>King Charles spaniel</i>
<i>Brussels Griffon</i>	<i>English Toy Spaniel</i>
<i>Petit Brabançon</i>	<i>Pekingese</i>
<i>Japanese Chin</i>	<i>Pug</i>

Cat Breeds	
<i>Burmese</i>	<i>Himalayan</i>
<i>Persian</i>	<i>Exotic Short Hair</i>

- (d) Airport authorities, animal health authorities and THE CARRIER reserve their right to refuse entry or carriage of pets if, in their determination, the pet does not meet the regulatory and safety conditions to make it suitable for traveling.

#### Article 5.8. Carriage of Non-admitted, Deported and Prisoner Passengers

5.8.1 Non-admitted Passenger Carriage Policy. Pursuant to international laws and regulations, Non-admitted Passengers are non-nationals who arrive at the destination airport and are denied entry by the competent Authority in the destination country due to problems with their documentation or simply because their entry is not accepted. When the Passenger has a round-trip ticket, it will be used for the Passenger to go back to the point of origin. If the Passenger's ticket does not cover the return route, he/she must use his/her remaining coupons as partial payment of the new ticket or must be issued a completely new ticket. The Passenger is responsible for paying the value of the new travel ticket. The fare that the Passenger is charged to cover his/her transportation to the point where he/she was not admitted will not be refunded to the Passenger unless so required pursuant to such country's laws. THE CARRIER will not be held liable for expenses for food, transportation, hotel, security services, etc... . The migration Authorities in the corresponding country will bear the cost of custody of the Non-admitted Passengers.

5.8.2 Deported Passenger Carriage Policy. A Deported Passenger is an individual who either has been legally admitted into a country by its Authorities or who has entered illegally and for whom the competent Authorities of that country later formally order his/her deportation back to his/her country of origin (based on nationality), on migration, political, criminal or judicial grounds. The limit for the number of Deported Passengers transported on a flight will be determined by the Aircraft commander, so as to ensure flight safety. The laws and regulations mentioned above regarding Tickets for Non-admitted Passengers also apply to Deported Passengers.

5.8.1.1. Prisoner Carriage Policy. A Prisoner is an individual who has been deprived of his/her liberty by a competent Authority. Competent Authorities must communicate their requirements or needs to THE CARRIER when booking the reservation or minimum twenty-four (24) hours before the trip. The limit for the number of prisoners transported on a flight will be determined by the Aircraft commander, so as to ensure flight safety. THE CARRIER can refuse to transport prisoners or limit or condition their carriage.

## CHAPTER VI – AIR CARRIAGE TICKETS

### Article 6.1. Contract Conditions

6.1.1. Ticket Validity Requirements. THE CARRIER will solely transport the Passenger whose name appears on the Ticket and the Passenger must carry proper identification.

The air carriage Ticket is non-transferable and non-endorsable. The Passenger will not be transported if he/she does not present a valid Ticket containing the Flight Coupon for the corresponding Leg and the rest of the unused Flight Coupons in the trip sequence. In addition, there are cases in which, even if physical Tickets are issued to the Passenger, he/she will not be transported if the Ticket presented is mutilated or has been altered. THE CARRIER will retain and/or void the accounting forms in cases in which the Passenger does not satisfactorily identify himself/herself or does not have a valid accounting form such as a Ticket, a Multiple Purpose Document (MPD), a Miscellaneous Charges Order (MCO) for the corresponding Leg.

For situations with e-tickets, the Passenger will not be transported unless he/she satisfactorily identifies himself/herself and an e-ticket has been issued in his/her name for the respective Leg. If the Passenger should request changes in the reservation after the Ticket is issued, THE CARRIER may charge the Passenger a service charge in addition to the Ticket price, if applicable, and the Passenger must also pay the corresponding penalty if so established in the Ticket fare. The customer must bear the cost of any differences generated from taxes and levies, due to changing the reservation.

6.1.2 Replacing Lost Tickets. If a Ticket or part of a Ticket or the redemption coupon or an MPD or an MCO is lost or when a Ticket that does not contain the unused Flight Coupons is presented, upon request by the Passenger, THE CARRIER will totally or partially refund or replace it by issuing a new Ticket. That will be done provided that (i) there is proof that a valid Ticket was issued for the corresponding flights, (ii) fare conditions so permit; (iii) service charges, if any, are paid, and (iv) the lost Ticket has not been used and the Passenger signs an agreement indemnifying THE CARRIER in the event of undue use of the Ticket. Otherwise, THE CARRIER can demand payment of the full value of the required Ticket.

### Article 6.2. Ticket Validity Period

6.2.1.1. A Ticket will be valid for one (1) year as of its date of issuance, unless the applicable fare provides for a different validity period.

6.2.1.2. A Ticket cannot be used for traveling purposes if its validity period expires before the Passenger starts the trip or will expire before he/she completes it. In such an event, the Ticket can be reissued or refunded once according to the conditions of the acquired fare and pursuant to THE CARRIER'S rules and regulations, procedures, and policies.

6.2.1.3. A Ticket is valid for traveling on the date, on the flight and in the service class booked in the reservation once the fare is paid. All reservations must be booked based on the conditions of the corresponding fare and will be subject to seat availability on the required flight.

6.2.1.4 If, after having commenced the trip, the Passenger cannot continue it during the Ticket Validity Period due to illness, THE CARRIER at its discretion will extend the Ticket Validity Period for a maximum validity period equal to the one for the initial Ticket. The Illness and the period of disability must be supported by a Medical Certificate. If the Passenger has a pre-existing illness, it cannot be alleged as grounds for extending the Ticket Validity Period. The reservation and the use that the Passenger makes of the Ticket must be in the service class for which the Passenger has paid.

6.2.1.5 If all of the coupons in a Ticket have not been used in their proper order of issuance, the Ticket will not be accepted and it will lose all validity. If the Passenger does not use the coupons in sequential order, the Passenger will not be allowed to use the unused Legs or request Refunds for them unless he/she can prove that the error was made by THE CARRIER or by one of its agents and not by him/her.

6.2.1.6 A Ticket is not valid if the Flight Coupon corresponding to a segment has not been used and if the Passenger starts the trip in a Stopover or in an intermediate stop; in such a case THE CARRIER can reject the Ticket. If the Passenger wishes to use his/her Ticket on a route other than the one specified in the Ticket, it must be reissued and THE CARRIER can charge the difference between the fare in the original ticket and the fare in the new ticket. In addition, THE CARRIER may charge a penalty or administrative fee for that service.

6.2.1.7 Each Flight Coupon is valid for carriage in the service class specified on the Flight Coupon being used, on the date and for the flight stated in the reservation. All reservations must be booked based on the conditions of the corresponding fare and will be subject to seat availability on the requested flight at the time the reservation is made and recorded on the Ticket.

### Article 6.3. Refunds

6.3.1. Refunds can be made either totally or partially on unused fares, additional charges, and taxes in a Ticket or MCO, based on fare conditions.

6.3.1.1 Partial Refunds. Partial Refunds will be made by deducting the value of the used Legs based on the applicable fare on the date of the flight when the Passenger purchases a Ticket at a fare that can only be sold for round trips. If the fare does not require round trip sales, then solely the value used of the acquired fare will be deducted.

6.3.1.2 Taxes. Pursuant to applicable law, THE CARRIER will reimburse the taxes and levies that have not been transferred to the corresponding tax collection authority. In the event that they have been transferred, the Passenger must directly request reimbursement from the corresponding agency and THE CARRIER will not be held liable for such formality.

### 6.3.2. Types of Refunds

6.3.2.1. Involuntary Refund. This is a total or partial devolution of the value paid for the Ticket or MCO due to the non-use of one or more services due to causes

attributable to THE CARRIER, such as: flight cancelation, change in itinerary, loss of a connecting flight, on legal grounds or for security reasons, duplicate Ticket or tax charges, a greater value charged or delays.

6.3.2.2. Voluntary Refund. This is a total or partial devolution of the value paid for the Ticket or MCO upon request by the Passenger for reasons not attributable to THE CARRIER, such as, among others, the Passenger's condition or behavior, subject to fare conditions.

6.3.2.3. Refunds due to Illness or Death. THE CARRIER can make a Refund in certain cases in respect of the illness or death of the Ticket holder, his/her traveling companion or relatives, including parents (including adoptive parents), children (including adopted children), brothers and sisters, grandparents, grandchildren, and his/her spouse or unmarried life partners, provided that the traveler has the same itinerary as the affected individual. The Passenger or a close relative must make the request to THE CARRIER before the Ticket validity expiration date; to do so, he/she must present the required documentation according to THE CARRIER'S policies. THE CARRIER will refund the applicable amount in the original method of payment.

6.3.3. Persons to Whom Refund Is Made. THE CARRIER will make the Refund to the individual who paid for the Ticket. In the event that such individual cannot be determined, THE CARRIER will make the refund to the person whose name appears on the document (Ticket, MPD or MCO).

In the following situations, the person to receive the Refund may be changed: death or illness of the original payee, travelers deprived of their liberty (upon authorization by the competent Authorities), minors, and Tickets purchased under a corporate agreement.

6.3.4. Service Charges and Penalties. THE CARRIER will apply service charges and penalties on account of the Refund based on the applicable fare rules for the Ticket to be refunded.

6.3.5. Currency Regulation. Refunds may be made in the currency allowed in the corresponding country, applying the exchange rate conversions set forth in industry rules and regulations, when applicable.

6.3.6. Refund of Additional Charges. Charges generated by virtue of Ticket issuance will be adjusted pursuant to the laws and regulations of each country. THE CARRIER will determine what charges are to be returned, in accordance with such laws and regulations.

6.3.7. Tax Refund. The airline that issued the Ticket will determine what taxes are to be directly returned to the Passenger, taking into account, to do so, the conditions regarding taxation stipulated for each type of tax in each country.

Article 6.4. Stopover. In some cases, if it is willing to do so and according to its policies, THE CARRIER can exceptionally grant the Passenger the right to make a Stopover at the Connection point, not included in his/her Contract of Carriage; to do so, an addendum to the Contract of Carriage will be signed, provided that the following conditions are met:

- (a) The airline and the Passenger must have entered into a Contract of Carriage with a point of origin and a final destination including a Connection through a third airport.
- (b) Under a determined circumstance, the Connection through the above-mentioned third airport cannot be made for different reasons.
- (c) The Passenger voluntarily requests to be able to have access to a Stopover at the Connection point(s), to which he/she does not have access pursuant to the contract of carriage conditions.
- (d) The airline is exceptionally willing, upon request by the Passenger, and according to availability and applicable policies and rules and regulations, to grant a Stopover during the period that the airline deems necessary to ensure the Passenger's Connection and the Stopover being one to which the Passenger would not be entitled based on the initial conditions of his/her Contract of Carriage.
- (e) Granting such Stopover implies a modification to the existing Contract of Carriage entered into by and between the Passenger and the airline; such modification will be made through an addendum signed by the airline's corresponding airport manager or supervisor and by the Passenger requesting the modification.
- (f) The Passenger voluntarily requests the right to a Stopover, fully understanding that his/her stay is at his/her own risk and account, including all expenses, costs and other charges in which he/she incurs during said Stopover.

6.5. Tax Refund. THE CARRIER will refund government-imposed taxes, fees or charges only where required by law or where such taxes, fees or charges were collected in error and the Passenger submits evidence of exemption from the tax, fee or charge to THE CARRIER in connection with a timely refund request. No request for a refund of such taxes, fees, or charges will be processed unless a request for the refund is received by THE CARRIER on the written or electronic forms provided by THE CARRIER within the time limits specified in this Contract of Carriage.

## CHAPTER VII – FARES AND OTHER CHARGES

### Article 7.1. Fares

7.1.1. Restrictions. Fares vary as determined by THE CARRIER.

Fares are effective on the Ticket issuance date. If the Passenger changes his or her itinerary, the fare and its conditions may vary.

Fares are payable in the currency and at the exchange rates stipulated by THE CARRIER.

### Article 7.2. Other Charges

7.2.1. Taxes and Levies. Taxes and levies are charges that are additional to the applicable fare. THE CARRIER collects them on behalf of the government Authorities who establish them, by including them in the air carriage Ticket under a heading for that purpose. Such charges are not part of the fare. Taxes may be a set value or a percentage of the fare. The

Passenger must pay such taxes, levies, and other similar charges in addition to the fare. Taxes and levies vary depending on each country's regulations.

7.2.2. Surcharges. Surcharges are charges imposed by carriers and/or governments/airport Authorities. The most usual surcharges are for fuel and for security. The Passenger is bound to pay them.

## CHAPTER VIII - BAGGAGE

Article 8.1. General. Baggage must be transported on the same flight on which its owner travels, to the extent possible. The Passenger must tender all Baggage to THE CARRIER in a timely manner at THE CARRIER's check-in counter at the airport.

Article 8.2. Baggage Acceptance Conditions. The conditions that THE CARRIER has established for Baggage acceptance are listed below.

- (a) Baggage must only be checked in at THE CARRIER's check-in counters.
- (b) The Passenger must duly identify his/her Baggage with his/her full name, telephone number, e-mail, and permanent address.
- (c) To be allowed to check in the Baggage, the Passenger must present a travel Ticket indicating the Passenger's flight number, flight date and time, and destination.
- (d) All Baggage is subject to inspection by THE CARRIER and by competent Authorities.

THE CARRIER may restrict the acceptance of All Baggage having one or more of the characteristics described below.

- (a) Baggage not properly packed
- (b) Baggage that exceeds THE CARRIER's maximum dimension and weight limitations for baggage.
- (c) Baggage that may present a risk to other Baggage inside the aircraft cargo area, including but not limited to corrosive liquids and improperly covered sharp objects.
- (d) Hazardous and/or Prohibited Merchandise under the IATA Dangerous Goods Regulations or governmental laws or regulations or THE CARRIER's regulations.

Article 8.3 Unclaimed Baggage. Any piece of baggage not claimed by its owner or an authorized representative on his/her behalf (or over which the owner has not submitted a claim), upon fulfillment of the procedures required in the applicable legislation, for a period of six (6) months counted as of the ending of the flight in which the said baggage would had been checked and/or at the time it was found by the airline, shall be deemed to be abandoned, in which case, the CARRIER shall make use of the said Baggage by way of donation to non-profit organizations, at its own criteria and without any liability for the CARRIER.

Article 8.4. Baggage Allowance. Free baggage allowance is the allowance offered at the

time of purchase and included in the airline ticket price. Baggage allowance is also published at <http://www.avianca.com/en-co/travel-information/plan-your-trip/baggage/free-baggage-allowance.aspx>.

THE CARRIER may, at its own discretion, modify, reconsider, and make exceptions to its Free Baggage Allowance policy. Therefore, as this policy can be changed over time, we request that you reconfirm baggage allowance for your selected route directly with THE CARRIER when making your reservation. Nevertheless, Passengers who purchased their airline ticket before any modification to the Free Baggage Allowance Policy have the right to abide by the baggage allowance terms applicable at the time of purchase.

8.4.1 Limits and Charges on Excess, Overweight, and Oversized Baggage. Please check charges applied to excess baggage, overweight baggage, extra baggage, and/or oversized baggage directly with THE CARRIER or at <http://www.avianca.com/en-co/travel-information/plan-your-trip/baggage/excess-baggage.aspx>.

8.4.2 Interline and Codeshare Agreements. The Free Baggage Allowance and Excess Baggage service charges for itineraries that include segments operated by an airline other than THE CARRIER, and excepting provisions in special laws and regulations applicable to certain cases, will be those of the most significant carrier. In such cases, the rules below will apply.

- If all carriers on the itinerary have the same Free Baggage Allowance and Excess Baggage service charges, such allowance and charges will apply.
- If the carriers on the itinerary have different Free Baggage Allowance and/or Excess Baggage service charges, those of the carrier that first crosses a zone (the Americas, Europe and Africa, Asia and Oceania) will apply.
- If the above conditions are not met, the policy of the carrier that first crosses a subzone will apply (for example: from North America to Central America)).
- If the above conditions are not met, the policy of the carrier that first crosses an international border will apply.

#### Exceptions

- For interline itineraries to and from the United States, the Free Baggage Allowance and Excess Baggage service charges that apply for the whole trip are those applicable at the point of origin.
- For codeshare (CDSH) itineraries that include a city in the United States, the Free Baggage Allowance and Excess Baggage service charges that apply for the whole trip are those of the marketing carrier.
- For codeshare (CDSH) flights that do not include a city in the United States, the Free Baggage Allowance and Excess Baggage service charges may be determined based on a pre-established agreement among the carriers involved.

#### 8.4.3. Carry-on Baggage

THE CARRIER allows the Passenger to take on board the aircraft, either in the tourist

class passenger cabin or in the business class passenger cabin, one (1) carry-on bag the weight and dimensions of which are set by THE CARRIER based on its Free Baggage Allowance policy that the Passenger must consult directly with THE CARRIER's sales channels.

The Passenger will find the Baggage measuring devices at THE CARRIER's customer service counters THE CARRIER recommends that the Passenger verify the current regulations regarding the dimensions of his/her Carry-on Baggage. In addition, each Passenger may carry in the cabin under his/her custody, without any additional cost, some of the following articles:

1. Woman's handbag
2. Blanket or cover
3. Cane
4. Photographic camera or binoculars
5. Photographic equipment, video equipment, and portable computers
6. Items for babies to consume during the trip
7. Baby carriage (folding) in use. This article is considered Free Allowed Baggage and the Passenger may transport them as one piece of free allowed baggage. So, a baby seat or baby carriage is allowed if the Passenger has not checked it in with his/her Free Baggage Allowance but has used it to take the baby to the boarding gate.
8. Portfolio
9. Medical walkers
10. Portable oxygen concentrator and properly packaged batteries for such usage.
11. Any mobility aids and other assistive devices (including medications and any medical devices need to administer them) for an Individual with a Disability, including, but not limited to, wheelchairs, crutches, walkers or prostheses for the use of the Passenger who depends on such articles. They are considered Free Allowed Baggage and the Passenger may transport them, each one considered a separate piece. The Passenger must bear in mind the following distinctions:
  - a. The Passenger can take on board a wheelchair in use, meaning a wheelchair being used (out of its box and being used by the Passenger) in addition to two pieces of free allowed Carry-on Baggage.
  - b. The Passenger can take a wheelchair as Baggage, meaning a wheelchair not in use but that the Passenger requires in the destination city as Checked Baggage in addition to his/her two free allowed pieces of Checked Baggage.
  - c. If a Passenger is traveling with two wheelchairs, they may be taken in addition to his/her two free allowed pieces of Checked Baggage.

The above articles may be transported in the passenger cabin, consistent with government requirements concerning security, safety and hazardous materials with respect to the stowage of carry-on items. According to the provisions of competent Authorities, all Carry-on Baggage must be able to fit in the overhead baggage compartments or under the seat in front of the Passenger. Large Carry-on Baggage or irregularly shaped Carry-on Baggage that cannot fit in the overhead baggage compartments or under the seat in front of the Passenger will not be accepted in the cabin; it must be checked as Baggage for the cargo area. Occasionally, there may be additional restrictions regarding Carry-on Baggage, depending on the capacity of the passenger cabin overhead baggage compartments in certain aircraft. Such restrictions may be applied even after boarding begins. Therefore, THE CARRIER may remove some Carry-on Baggage from the passenger cabin and load it as Baggage in the cargo area. Duty-free purchases made at the departure airport are included in the Carry-on Baggage

category.

**For safety purposes, neither Checked Baggage nor Carry-on Baggage must contain hazardous articles, except for those expressly allowed. Hazardous articles include, but are not limited to, compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidizing materials, poisons, infectious substances, and briefcases with incorporated alarm systems. For protection purposes, other restrictions may apply; therefore, the Passenger must directly consult THE CARRIER.**

Pursuant to International Civil Aviation Organization (ICAO) directives, airport Authorities in the different countries have adopted the provisions below regarding the inspection of liquids, gels, and aerosols transported in Carry-on Baggage in domestic and international flights.

- (a) All liquids, gels, and aerosols must be transported in maximum 100 milliliter containers or their equivalent in other volumetrical measures.
- (b) Containers must be placed in a transparent plastic zip lock bag with a maximum one quarter liter capacity; the containers must be small enough to be easily placed into and remain in the transparent plastic bag when it is completely closed and sealed.

Exceptions to the above restriction are medicines, liquids (including juice) or gels for diabetics or for other medical use. The Passenger must carry the corresponding doctor's prescription for such articles. Baby bottles with milk, mother's milk or juice, processed baby food or food for small children also traveling are exempt from the restriction. So are articles purchased in airport Duty-free stores or on board the aircraft, which are packed and sealed to prevent undue handling; satisfactory proof of purchase on the day of the trip from the mentioned airport stores or on board the aircraft must be presented. That applies to Passengers departing from an airport and to those who are In Transit in an airport.

- (c) THE CARRIER will not be held liable for articles that the airport control and security Authorities retain, confiscate or prevent the Passenger from taking on board.

8.4.4. Elements Not Allowed in Carry-on Baggage and Personal Belongings. In addition to the above-mentioned articles, the Passenger cannot take in his/her Carry-on Baggage fingernail polish, knives or other elements that can cut or puncture, such as hatchets, canes or parasols with metal tips, umbrellas, scissors, harpoons, sports weapons or tools that can be used as sharp or blunt weapons. Nor can the Passenger take toy guns or simulations of any kind, potentially hazardous objects such as bows and arrows, baseball bats, billy clubs, bludgeons, boxes with sharp points or sides, explosive capsules, boxes of matches or cigarette lighters, fishing poles, nail cutters with a knife or sharp or puncturing edge, ski poles, icepicks, shaving blades or shaving knives, screwdrivers, pointed metal elements, martial arts articles, fire extinguishers, whips, wrenches, pliers, gauntlets, clubs, chainsaws, golf or polo clubs, cattle prods, corkscrews, teargas or gases of any other kind, pool or billiard cues, drills, pipes, perfume in containers in the shape of a grenade or of another weapon, rope or any other kind of

tool, liquids or gels in over 100 milliliter containers or equipment that can be potentially used as a weapon or any other article that THE CARRIER considers not suitable for carriage in the aircraft.

At its discretion, THE CARRIER can transport the above items exclusively in the aircraft cargo compartments as Checked Baggage, duly packed to avoid injury to the personnel in charge of Baggage handling and to ensure flight safety.

#### 8.4.5 Valuables in Checked Baggage or in Carry-on Baggage.

8.4.5.1 Items of Value in Checked Baggage or Carry-on Baggage. THE CARRIER agrees not transport the following items as Checked Baggage and they must be included in the Passenger's Carry-on Baggage:

- a) Jewelry
- b) Personal documents, passports, IDs or identification documents
- c) Precious metals and gemstones
- d) Works of Art
- e) Checks or valuable documents and securities.
- f) Cash
- g) Glasses
- h) Cell phones, Smart phones.
- i) Medicines
- j) Medical history records
- k) Cameras
- l) Music players or headphones
- m) Portable DVDs and handheld electronic games
- n) Tablet computer
- o) Camcorders
- p) Computers and electronic equipment
- q) Pottery/Ceramics
- r) Dinnerware
- s) Calculators
- t) Bottles of Liquor
- u) Perishables
- v) Car keys or house keys
- w) Items for baby care (e.g. formula and diapers)
- x) Passport s
- y) Samples for work (sellers)
- z) Items similar to the above listed items

8.4.5.2 In the case of destruction or loss of, or of damage to, or delay in the delivery of, Carry-On Baggage, THE CARRIER is only liable for damages sustained as a result of THE CARRIER's fault or that of its servants or agents.

8.4.5.3 THE CARRIER shall not be liable for damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.

8.4.6 Conditional Baggage/Standby Bag. Any Baggage that exceeds the Free Baggage Allowance is considered Excess Baggage and can solely be transported after paying an additional service charge therefor (including any applicable taxes). Overweight pieces, oversized pieces, and additional pieces may be transported subject to aircraft space availability. THE CARRIER will make its best effort so that the Baggage checked in with the label Conditional Baggage/Standby Bag arrives on the same flight as the Passenger. However, due to operational circumstances, such Baggage might not be transported on the same flight as the Passenger; in such an event it will be sent on the first next flight with available capacity maximum four (4) days after the date on which the Passenger arrives at final destination for a domestic flight or maximum eight (8) days thereafter for an international flight. In such an event, the Passenger must indicate what pieces he/she wishes to have priority loading.

8.4.7. Carriage of Firearms. Before the date of the trip, the Passenger must consult THE CARRIER for the current procedure for the carriage of firearms.

The Passenger is responsible for verifying the requirements and carrying the documentation that the Authorities in the points of origin, connection, and final destination require.

Please verify the necessary requirements for taking a firearm in the cargo compartment with the contacts for your city at any of THE CARRIER's sales points or at the embassies or consulates in applicable countries.

8.4.8. Handling Electronic Equipment Allowed On Board. There are three categories of electronic devices their allowance on board the aircraft: Prohibited, Restricted, and Allowed, as set forth in Article 11.1 hereof. The Passenger must consult THE CARRIER before making use of any electronic equipment.

8.4.9 Special Baggage. The following items are considered Special Baggage:

1. Improperly Packaged Baggage, including certain boxes.
2. Musical Instruments. Acoustic and electric guitars, acoustic and electric drum sets, drums, trumpets, etc.
3. Human Ashes
4. Sports Articles. Surfboards, fishing gear, golf equipment, sleeping bags, camping tents, tennis rackets, non-inflated soccer balls, scuba diving equipment, and skiing gear
5. Bullfighting equipment

The above articles are allowed upon condition that Passenger has identified the articles to THE CARRIER at the time of check-in and the article has been packaged appropriately in accordance with Article 8.4.12 below. Additionally, such baggage is allowed upon condition that the passenger accepts and signs the Limited Liability label furnished by THE CARRIER, if permitted by applicable laws.

8.4.10 Musical Instruments. Musical instruments such as guitars, violins, drums,

trumpets, etc. may be transported as Carry-on Baggage when contained in a hard-sided carrying case designed for such purposes. Solely musical instruments that can safely fit in the aircraft overhead baggage compartment will be included as Carry-on Baggage, for example: guitars, trumpets, violins, among others. They must comply with the policies stipulated for Carry-on Baggage.

Instruments in an Assigned Seat. Musical instruments such as trombones, bass violins and cellos may not be transported as Checked Baggage and may only be transported in the passenger cabin as cabin-seat baggage in a seat immediately adjacent to the Passenger, in which case the Passenger must purchase a Ticket for the instrument's seat at the applicable adult fare. Additionally, musical instruments as cabin-seat baggage will only be accepted when contained in a hard-side carrying case designed for such purposes.

All other musical instruments, when offered as Checked Baggage, will be accepted only when contained in a hard-sided musical instrument case with appropriate internal protective cushioning to withstand ordinary handling. Under certain circumstances, musical instruments are subject to an additional service cost that the Passenger must pay at check-in. To become familiar with the articles and items allowed on different routes and at the costs that apply to such carriage, if any, the Passenger may consult THE CARRIER's web page and its other direct sales points.

8.4.11. Sports Equipment. Some sports articles may be transported as Checked Baggage. The Passenger must follow the procedures and policies established by THE CARRIER for such items.

Sports articles accepted as Checked Baggage must be duly packed and, under certain circumstances, are subject to an additional service cost that the Passenger must pay at check-in. To become familiar with the articles and items allowed on different routes and at the costs that apply to such carriage, if any, the Passenger may consult THE CARRIER's web page and its other direct sales points.

#### 8.4.12 Other Restricted Articles

(i) Perishable or Fragile Articles. Fresh or frozen food, flowers, plants, and certain medicines are considered perishable articles. THE CARRIER, in its sole discretion, will determine the conditions upon which such articles will be accepted as Baggage, in accordance with Article 8.4.12 below.

(ii) Hazardous and/or Prohibited Merchandise. The Passenger must directly consult THE CARRIER to find out what Hazardous Merchandise is allowed and in what quantities.

(iii) Farming or Livestock Products or Byproducts. If the Passenger is going to travel with products or byproducts of a farming and livestock origin, he/she must meet the health requirements of competent Authorities. The Passenger is responsible for finding out and conducting the formalities required by law. Indeed, he/she must bear in mind that it is prohibited to enter such products into many countries because they may be carriers of plant and animal plagues and illnesses; so the Passenger must not travel with them. Some of the products subject to such a restriction are seeds, flowers, fruit, herbs, vegetables, meat products,

biological pesticides, pot plants and cut plants, and byproducts of animal and plant origin. It is a breach of law not to declare them. The Passenger is responsible for consulting and meeting the regulations that the Authorities of each country establish regarding such matters.

#### 8.4.13 Additional Conditions Applicable to Fragile or Perishable Items

The Passenger must identify all fragile or perishable articles contained in any Baggage tendered to THE CARRIER for carriage at the time of check-in. Such articles will be accepted as Checked Baggage only if so identified and packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item and/or packed with protective internal material). Except for flights to and from the United States or where the Convention applies, THE CARRIER reserves the right to require an Limited Liability tag from the Passenger, if permitted by the applicable law, as a condition to accepting such articles as Checked Baggage.

#### 8.4.13 Pre-Existing Damage

THE CARRIER reserves the right, as a condition of accepting Checked Baggage, to inspect and document any pre-existing damage to articles and note such pre-existing damage in the "Limited Liability" tags, when permitted under applicable laws.

### Article 8.5. Baggage Handling and Control

8.5.1. Receiving and Dispatching Baggage. Each Passenger must individually take All Baggage to THE CARRIER's check-in counter in the airport and hand it over to a duly identified representative, in order for the Baggage to receive proper handling and be transported in the aircraft cargo area or approved as Carry-on Baggage. Group baggage can solely be received when it belongs to a family or to a group with some nexus among the members of the group, which is traveling in the same flight on the same date. Group Baggage does not apply to flights to and from Spain, where Baggage must be individual.

8.5.2. Receiving Damaged Baggage. When the Passenger delivers to THE CARRIER a piece of Baggage in bad condition or that for whatever reason is not in suitable condition to be transported, a "Limited Liability" tag will be placed on it, and the Passenger will be informed that THE CARRIER will not be held liable for the condition of the piece of Baggage or for any Damage that may arise as a result thereof.

### Article 8.6. Claiming Baggage

Baggage will solely be handed over to the person presenting the baggage claim tag corresponding to the baggage claim sticker adhered to each piece.

#### 8.6.1. Unclaimed Baggage

8.6.1.1. Each airport will keep a log of all unclaimed Baggage

8.6.1.2. Any piece of baggage not claimed by its owner or an authorized representative on his/her behalf (or over which the owner has not submitted a claim), upon fulfillment of the procedures required in the applicable legislation, for a period of six (6) months counted as of the ending of the flight in which the said baggage would had been checked and/or

at the time it was found by the airline, shall be deemed to be abandoned, in which case, the CARRIER shall make use of the said Baggage by way of donation to non-profit organizations, at its own criteria and without any liability for the CARRIER.

#### Article 8.7 Baggage Liability Limits

THE CARRIER's liability is subject to the provisions in the applicable international Convention and other applicable law.

The filing of a claim does not entitle the Passenger to immediate compensation. In the case of baggage claims, reimbursement for any expenses will be based upon proof of claim acceptable to THE CARRIER.

The acceptance of a claim does not represent any admission of legal liability by THE CARRIER before the corresponding investigation is conducted. If the Passenger has a claim, it will be analyzed and compensation will be made, if applicable, according to applicable regulations based on the route flown and under the liability limitations set forth in the applicable Convention or in other applicable laws.

8.7.1 Damage. In the case of damage, the person entitled to delivery must complain to the carrier immediately upon the discovery of the damage, and, at the latest within seven days from the date of receipt in the case of Checked Baggage. Notwithstanding anything herein to the contrary, THE CARRIER shall not be liable from damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.

8.7.2 Delays. If the Baggage does not arrive on the same flight as the Passenger, the Passenger must so directly notify in THE CARRIER's office before leaving the airport. To do so, the Passenger must complete the Baggage Irregularities Report found in the Baggage Office in the air terminal. The complaint must be made at the latest within twenty-one (21) days from the date on which the baggage or cargo have been placed at his or her disposal.

### CHAPTER IX – BOARDING AND ADMINISTRATIVE FORMALITIES

#### Article 9.1. Check-in Service

##### 9.1.1. Check-in Time Requirements

9.1.1.1. If the Passenger is checking in for a domestic flight, he/she must arrive at THE CARRIER's check-in counter at the airport at the time stipulated by THE CARRIER or if THE CARRIER does not so stipulate, one (1) hour before flight departure time. During high season or for passengers with special requirements, the Passenger should arrive to check in one hour and thirty minutes (1 hr. 30 min.) before flight departure time.

9.1.1.2. If the Passenger is checking in for an international flight, he/she must arrive at THE CARRIER's check-in counter at the airport at the time stipulated by THE CARRIER or if THE CARRIER does not so stipulate, three (3) hours before flight departure time,

to comply with security control, migration, and other procedures.

At any rate, the Passenger must arrive at the airport to check in at the time stipulated by THE CARRIER or its Authorized Agent. If the Passenger does not meet his/her obligation to arrive at the time set forth herein, he/she will lose the right to be boarded and his/her reservations will be canceled. These policies may vary somewhat; therefore, the Passenger must consult THE CARRIER for the requirements regarding check-in time at the airport.

#### 9.1.2. Administrative Formalities

##### 9.1.2.1. General.

9.1.2.1.1. The Passenger is responsible for all of the documents required for the trip, passport, visas, tourist cards, and any other requirement or additional or special document that may be requested due to legal and regulatory provisions in force and effect in the departure, transit, and arrival countries. The Passenger must comply with the laws and regulations and procedures set forth by the Authorities of such countries regarding migration, customs, health, security, and border control.

9.1.2.1.2. The information service that THE CARRIER provides regarding such topics does not waive the Passenger's direct responsibility to research, become familiar with, and comply with laws and regulations regarding such matters. THE CARRIER will not be held liable for the Passenger being denied entry into a country for non-compliance with such laws and regulations or as a result of any Damage that the Passenger may suffer, for not meeting the obligations mentioned above in Article 9.1.2.1.1.

9.1.2.2. Travel Documents. The Passenger must present all of his/her entry, Transit and exit documentation, health documents, and others, as required by the laws or regulations in force and effect in the countries involved and must allow THE CARRIER to keep a copy, if necessary.

THE CARRIER reserves its right to refuse to transport any Passenger who does not comply with the laws and regulations in force and effect and whose documents are not in order.

9.1.2.3. Denial of Entry. If the Passenger is denied entry into a territory, the cost of the Ticket that the Passenger paid to arrive in the country where he/she is denied entry is not refundable; neither is any expense in which the Passenger incurs due to said denial.

9.1.2.4. Customs Controls. If the competent Authority so requests, the Passenger must go through Checked Baggage and Carry-on Baggage inspection. In no event whatsoever will THE CARRIER be held liable for delays of, loss of or Damage to Baggage, which may occur due to such inspection.

9.1.2.5. Security Checks. The Passenger must submit to all security checks requested by official government or airport Authorities or requested by THE CARRIER.

## CHAPTER X – OVERSALES

Article 10.1. Oversold Flights. On certain occasions the flights that THE CARRIER operates may be oversold, resulting in CARRIER's inability to provide previously reserved, confirmed space for a particular flight. In such event, THE CARRIER's obligations will be subject to the provisions in applicable laws and regulations regarding oversold flights and, to the extent not in conflict with such laws and regulations, shall be governed by the provisions set forth in Article 10.2 below.

Article 10.2. Overbooking Procedure and Compensation. The procedure that applies for an oversold flight is the following:

10.2.1. Request for Volunteers. This procedure consists of informing the persons with reservations on the overbooked flight and attempting to find Passengers with flexible itineraries, who are willing to give up their reserved seat in exchange for a voluntary compensation. The voluntary compensation will be set by THE CARRIER if there is no applicable legal provision on the matter.

In the event of an oversold flight on which there is no space for the Passenger and he/she is not willing to give up his/her reserved seat, THE CARRIER will identify the situation as involuntary compensation. When this Passenger is not boarded on the flight that he/she originally reserved, he/she will receive involuntary compensation as set forth in applicable law or as set by THE CARRIER if there is no applicable law on the matter. THE CARRIER may from time to time modify the amount of compensation, and conditions regarding such compensation, for oversold flights, always in compliance with applicable legal provisions.

10.2.2. Means of Compensation. Unless so required by applicable law under certain circumstances, THE CARRIER does not use cash for voluntary or involuntary compensation, and will use travel certificates instead. Such certificates are issued at the airport and on the date of the oversold flight. If the Passenger accepts Voluntary Compensation, when the Passenger is given the travel certificate, he/she will be required to release THE CARRIER from any further liability. Travel certificates can be used for purchasing fares in tickets, paying Excess Baggage, penalties, the difference between two fares, and in all cases the applicable conditions and restrictions provided therein will apply. Unless provided for otherwise, travel certificates are not valid for purchasing services provided by other airlines. Travel certificates are not refundable nor do they have any residual value after usage. THE CARRIER will set the amounts for which the travel certificates are to be issued, based on the compensation policy effective at the time of the oversold flight. If a traveler receives compensation, he/she cannot request that any penalties be waived or that any tickets be refundable.

In the event of an oversold flight where the Passenger refuses to give up his/her seat, effective laws and regulations applicable at the airport where the oversold flight occurs will apply for involuntary compensation.

10.2.3. Seat Assignment Priority in Cases of Oversales. In cases of oversales, THE CARRIER will utilize the following boarding priority, in ascending order of priority:

1. Passengers with a Disability
2. Unaccompanied minors
3. Business Class Passengers with the preferential status of being in THE CARRIER's frequent flyer program

4. Passengers with confirmed seats, no matter who checked in first.
5. Passengers without confirmed seats, depending on who checked in first. The procedure for this last category is governed by the rules and regulations set forth by THE CARRIER.

10.2.4. Later Carriage of Passengers in a Situation of an Oversold Flight. The Passengers for whom THE CARRIER cannot provide a confirmed space due to an oversold flight will be accommodated by THE CARRIER on alternate flights as follows.

1. On the next available flight operated by THE CARRIER without any additional cost to the Passenger, no matter what his/her service class or if the Passenger was denied boarding voluntary or involuntary.
2. On a flight operated by another airline if the Passenger so requests and THE CARRIER so agrees, provided that the other airline has confirmed availability and the arrival time of such flight is earlier than the arrival time of the next flight operated by THE CARRIER.

10.2.5. Liability Limit. Without prejudice to the provisions in special laws applicable to certain events, the Passenger's acceptance of the travel certificate constitutes THE CARRIER's compensation to him/her due to an oversold flight and releases THE CARRIER of any further liability.

## CHAPTER XI – ON-BOARD CONDUCT

The Passenger is responsible for following THE CARRIER's and its personnel's instructions at all times during the flight. Pursuant to law, the pilot-in-command has final say on all safety-related matters and all of the other crew members and all of the Passengers are under his/her Authority during the flight.

The Passenger must refrain from all acts that may endanger the safety of the flight, of the crew, of the Passenger himself/herself, and of the other persons or things on board. When events occur that can or do bother the other Passengers, that violate laws, regulations and procedures or that can or do compromise the safety of the flight, the Passengers, the crew, THE CARRIER's property or the property of the Passengers, the flight crew has full autonomy to take the actions deemed relevant to control and handle the situation. Said actions can lead to THE CARRIER deplaning the Passenger, refusing to transport the Passenger, immobilizing the Passenger when the situation so requires, and any other necessary measure. Notwithstanding anything in this Chapter XI to the contrary, for flights to and from the United States, THE CARRIER shall not refuse transportation to an Individual with a Disability except as permitted under 14 C.F.R. Part 382, Nondiscrimination on the Basis of Disability in Air Travel.

Article 11.1. Articles of Prohibited, Restricted, and Allowed Use. The articles considered of prohibited, restricted, and allowed use on board are listed below.

11.1.1. Articles of Prohibited Use. These are articles that cannot be used at any time while the Passenger is on board the aircraft. They include but are not limited to the following: AM/FM radio, peripheral computer unit or game connected using a cable (e.g., printer

or fax machine), remote control game, television set, two-way communication transmitter (e.g., citizen band, Ham radios, Walkie Talkies), automatic VHF direction finder receiver, wireless mouse, and any remote control electronic device that emits signals/controls another electronic device, among others.

11.1.2. Articles of Restricted Use. Some portable electronic devices have restricted use onboard according to the stage of the flight. The Passenger must consult THE CARRIER before using any electronic equipment. The following articles are allowed to be used on board the aircraft when the door is still open and after landing: cellular/mobile phone, wireless modem, GPS with an external antenna cable, two-way beeper, two-way communication PDA, calculator/portable game console, CD player, tape recorder or digital recorder, PC with a mouse, PDA personal assistant that does not use two-way communication, and video cameras, among others.

The following portable electronic devices may be used on board the aircraft when it is flying above 10,000 feet of altitude and when the cabin crew is making the corresponding announcements: portable cameras and video cameras, calculators, recorders, portable shaving machines, electronic games, music players, personal computers, portable videogame consoles, tablets, and cellular phones solely in airplane mode.

11.1.3. Articles of Allowed Use. These articles can be used at any time inside the aircraft. They include equipment installed by THE CARRIER, electronic clocks, hearing aids, implanted medical devices, noise reduction headsets, one-way pagers, vital support medical equipment, and personal oxygen concentrators, among others.

Article 11.2. Actions That Endanger Flight Safety. Among other actions, the Passengers must refrain from:

- (a) Unfastening their seatbelts or getting out of their seat when not authorized by the crew to do so.
- (b) Operating articles of restricted use during the flight or during flight preparation phases, as indicated by the flight crew pursuant to the provisions set forth herein and as indicated in the safety card on board the aircraft.
- (c) Taking or making undue use of the life vests and other emergency equipment or other elements on board the aircraft or in the airports.
- (d) Taking blankets, pillows or any other article, piece of equipment or belonging to THE CARRIER or to other Passengers.
- (e) Obstructing or destroying fire detection alarms and systems or other equipment installed in the aircraft.
- (f) Smoking in any part of the aircraft on domestic or international flights.
- (g) Assuming an attitude or making comments that can generate panic among the other Passengers.
- (h) Disrespecting, insulting or physically or verbally aggressing any of the Passengers or members of the flight crew or ground personnel involved

in the flight.

- (i) Carrying weapons or cutting, puncturing or blunt elements that can be used as weapons on board the aircraft or in the airports.
- (j) Behaving or acting obscenely.
- (k) Consuming food or beverages not furnished by THE CARRIER on board, without authorization.
- (l) Boarding the aircraft or being on the aircraft in a state of drunkenness or under the effects of prohibited drugs or substances.
- (m) Any other action or event contrary to the provisions of this Contract of Carriage, the competent Authorities, and those stipulated in laws and regulations.

The crew has the authority to take the actions that it deems necessary to prevent and control prohibited conduct.

## CHAPTER XII – CANCELED FLIGHTS, DELAYED FLIGHTS, AND OPERATIONAL CHANGES

Article 12.1. THE CARRIER will exercise reasonable efforts to carry passengers and their baggage according to THE CARRIER'S published schedules and the schedule reflected on the passenger's ticket, but published schedules, flight times, aircraft type, seat assignments, and similar details reflected in the ticket or THE CARRIER'S published schedules are not guaranteed and form no part of this contract. THE CARRIER may substitute alternate carriers or aircraft, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket at any time. Schedules are subject to change without notice. Except as stated in this rule or as provided elsewhere in this Contract of Carriage, THE CARRIER will have no liability for making connections, failing to operate any flight according to schedule, changing the schedule for any flight, changing seat assignments or aircraft types, or revising the routings by which THE CARRIER carries the passenger from the ticketed origin to destination.

Article 12.2 In the event of flight cancellation, diversion, or delays that will cause a passenger to miss connections, THE CARRIER will (at passenger's request) cancel the remaining ticket and refund the unused portion of the ticket and unused ancillary fees in the original form of payment in accordance with this Contract of Carriage. If the passenger does not request a refund and cancellation of the ticket, THE CARRIER will transport the passenger to the destination on THE CARRIER'S next flight on which seats are available in the class of service originally purchased. At THE CARRIER'S sole discretion and if acceptable to the passenger, THE CARRIER may arrange for the passenger to travel on another carrier or via ground transportation. If acceptable to the passenger, THE CARRIER will provide transportation in a lower class of service, in which case the passenger may be entitled to a partial refund. If space on the next available flight is available only in a higher class of service than purchased, THE CARRIER will transport the passenger on the flight, although THE CARRIER reserves the right to upgrade other passengers on the flight according to its upgrade priority policy to make space in the class of service originally purchased.

Article 12.3 Except as provided above, THE CARRIER shall have no liability if the flight

cancellation, diversion or delay was due to Unforeseen Circumstances.

Article 12.4 In the case of an extended tarmac delay occurring at a U.S airport on a flight operated by a codeshare partner of THE CARRIER, the contingency plan for lengthy tarmac delays of the operating carrier will apply.

### CHAPTER XIII – ONBOARD SERVICE

Article 13.1. General. Onboard service represents an added value that THE CARRIER offers its Passengers; it is not a duty that THE CARRIER has. THE CARRIER will determine the onboard service that it will provide, as it deems proper based on flight conditions.

Article 13.2. Policy. THE CARRIER reserves its right to modify its onboard service policies.

### CHAPTER XIV – COMMERCIAL AGREEMENTS

THE CARRIER may provide transportation service directly contracted through its operations or through cooperation agreements with other airlines or means of transportation, such as:

Article 14.1 Codeshare Services. For codeshare services on flights operated by another airline, during the whole codeshare trip THE CARRIER is responsible for meeting all of the obligations with the Passengers set forth in its Contract of Carriage.

The rules included in THE CARRIER's Contract of Carriage regarding ticket issuance will apply to codeshare services on flights operated by another airline. However, each codeshare partner has rules with respect to the operation of its own flights, and some may differ from THE CARRIER's rules for flights operated by THE CARRIER. The rules with respect to operations that may differ between THE CARRIER and its codeshare partners include, but are not limited to:

1. Check-in arrival times
2. Unaccompanied minors
3. Carriage of animals
4. Refusal to transport
5. Oxygen services
6. Irregular operations
7. Denied boarding compensation
8. Baggage acceptance, Allowed Baggage, and Baggage liability
9. Special services.

Passengers should review the rules for flights operated by another carrier under a Codeshare agreement and familiarize themselves with such things as flight check-in requirements and policies regarding unaccompanied minors, carriage of animals, refusal to transport, oxygen services, irregular operations, denied boarding compensation and baggage acceptance among others.

Article 14.2. Interline Agreements. Interline agreements to furnish transportation utilizing

the services of more than one carrier, pursuant to which the airline participant's agree to accept each other's tickets and baggage. Such agreements also contemplate the method for distributing the revenues and commissions or service charges derived from such services among the airlines that participate in the carriage, to be applied at the time of Refund.

Article 14.3. Connections. THE CARRIER will seek to facilitate Connections for the Passenger and his/her Baggage with the airlines with which it has agreements, without it having any obligation to guarantee that such Connections will take place.

An event in which the Passenger makes connections with other airlines using separate Tickets will not be considered a Connection nor will it be treated as such unless such Tickets were issued in conjunction and intended to constitute a single contract of carriage.

## CHAPTER XV LEGAL ASPECTS OF CIVIL LIABILITY (NATIONAL AND INTERNATIONAL)

Article 15.1. Liability Policy. THE CARRIER'S liability is regulated by applicable law; for international air carriage cases, the relevant Agreement or Convention applies.

Article 15.2 Notice of Liability Limitations. The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of THE CARRIER for death or bodily injury, for loss of or damage to baggage, and for delay.

15.2.1 Where the Montreal Convention applies, the limits of liability are as follows:

- (a) There are no financial limits in respect of death or bodily injury.
- (b) In respect of destruction, loss of, or damage or delay to baggage, 1,131 SDRs per passenger in most cases.
- (c) For damage occasioned by delay to your journey, 4,694 SDRs per passenger in most cases

15.2.1 Where the Warsaw Convention applies, the limits of liability are as follows:

- (a) 16,600 SDRs in respect of death or bodily injury if the Hague Protocol to the Warsaw Convention applies, or 8,300 SDRs if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and United States regulations require that, for journeys to, from or with an agreed stopping place in the United States, the limit may not be less than US \$75,000.
- (b) 17 SDRs per kg for loss of or damage or delay to checked baggage, and 332 SDRs for unchecked baggage.
- (c) The carrier may also be liable for damage occasioned by delay.

15.2.3 Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability. Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.