

## SPECIFIC REGULATIONS OF JETSMART AIRLINES

### Fare details

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

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

The luggage included consists of one (1) handbag with maximum dimensions of 45cm x 35cm x 25cm (including wheels, pockets and handles) and a maximum weight of 10kg. It can be any item that can be carried on board under the front seat (with the exception of Passengers seated in an emergency exit or in the front row, in which case, it must be stored in the upper luggage rack).

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

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

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

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

### **Group Reservations**

Group reservations will be considered those made for 10 or more passengers. Group reservations must be made through the "Group Reservations" section at [www.jetSMART.com](http://www.jetSMART.com).

To make requests for group reservations, the number of passengers must be indicated, and the payroll with the names of each passenger will be blank until the names are entered directly by the client in [jetSMART.com](http://jetSMART.com) through the section "Manage your trip". The names must be entered no later than 72 hours before the flight to carry out the check-in process and may be modified free of charge until 24 hours prior to the flight. From that moment on, the change of name of any of the passengers will be governed by the general rule applicable to the SMART fare, and the customer must pay the cost of the change service at the value in force at the date on which it is requested and in accordance with the conditions then in force. There will be no right to return or price reduction if one or more names of the passengers of the reservation have not been informed within the term.

The entry of the payroll and individualization of the beneficiary passengers of the Group Reservation passenger tickets will be the sole responsibility of the person who made the reservation, not admitting the check-in or boarding of said passengers if they are not You have communicated in writing to the Carrier the respective payroll, at least 24 hours before the date of the flight.

The group reservation may be paid in full at the time of the reservation ("Group Reserve with Full Payment") or you may opt for the partial payment reservation option ("Group Reserve with Partial Payment").

The Group Reserve option with Partial Credit will only be granted to those quotes that are made 90 days or more in advance of the flight date of the first leg of the reservation.

Once a Group Reservation with Partial Payment has been made, the client will have a period of 48 hours to pay and pay a sum equivalent to 10% of the total value of the reservation. Only once said payment has been made will the reservation be made and it will remain valid until 30 days prior to the date of the flight, within which the client must have confirmed the reservation, completing the payment thereof, that is, paying the outstanding balance of the value of the reservation (including the value of the applicable fees, charges or aeronautical fees).

If on the 30th day before the date and time of the flight (720 hours before the flight) the client has not confirmed his Group Reservation with Partial Payment completing the

payment of the same in the indicated terms, the reservation will be automatically left without effect in its entirety, the client not having the right to return or refund the partial payment made. In this case, the total payment made at the time of making the Group Reserve with Partial Credit will be retained for the benefit of JetSMART, as compensation.

Group reservations, whatever your form of payment, do not accept return or cancellation without cost. Consequently, both in the case of Group Reservations with Total Payment, as in the case of Group Reservations with Partial Payment, the non-use of the reserved tickets, or the request for return or cancellation of the reservation by the customer not will be entitled to reimbursement or refund of the sums paid to JetSMART, which will be retained for the benefit of JetSMART, as compensation.

Notwithstanding the foregoing, except in accordance with the law, the amount corresponding to the rates, charges or aeronautical fees paid by the client, in the case of Group Reservations with Total Payment, which will be returned to the requirement of the customer through [www.jetSMART.com](http://www.jetSMART.com).

It is expressly stated that in the case of non-use or request for return or cancellation of the Group Reserve with Partial Payment, the entire payment made at the time of making the Group Reserve with Partial Payment will be retained for the benefit of JetSMART, as compensation. No part of the partial payment made by the client in said booking modality shall be charged to the payment of fees, charges or aeronautical fees.

In group reservations, air tickets will only be issued once the total payment has been made, including the corresponding fees, charges or aeronautical rights, under the terms and deadlines indicated in these Conditions.

Changes in group reservations will be governed by what is indicated in the following title, allowing changes of date, flight, and route, subject to payment, with respect to all passengers, of the total fine that corresponds plus the tariff difference if applicable.

## **Changes**

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

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

For changes to the date, flight or route, a fine of \$15,000 CLP must be paid for flights within Chilean territory, AR \$899 for flights within Argentine territory and \$24 USD for international flights, and up to \$ 65USD for flights to and from Colombia, all of which are per Passenger for each leg plus the difference in fare, if applicable.

For changes to the name on the Ticket, a fine of \$40,000 CLP must be paid for flights within Chilean territory, AR \$2.899 for flights within Argentine territory and \$65 USD for international flights or flights to and from Colombia, all of which are per Passenger for each leg. Once the trip has begun, the name of the Ticket cannot be changed for any of the legs contained in the itinerary. In the case of reservations that include round trip flights, the request for a change of name must necessarily be made on both flights (legs), and the same person must be designated as the beneficiary of both tickets.

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

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

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

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

## **Refunds**

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

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

Regarding the flights that serve in, from or to Colombia, in no case may there be a right of withdrawal or withdrawal in the case of promotional fares.

## **Check-in and showing up at the airport**

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

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

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

Passengers flying to international destinations must be present at the airport 120 minutes before the departure time of the flight. Check in and (or) delivery of checked baggage at the counter may take place up to 70 minutes prior to flight departure.

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

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

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

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

## **Restricted Articles**

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

- Flammable or toxic gases.
- Corrosive solids or liquids.

- Explosives
- Flammable liquids.
- Radioactive materials
- Oxidizer materials.
- Toxic and infectious substances.
- Flammable solids such as matches.
- Weapons such as firearms, bladed weapons, gases, electric shock devices, spiked, sharp or blunt
- Any other item not permitted by the applicable law.

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

### **Payment methods**

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

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

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

For payments made from Brazil, JetSMART Airlines reserves the right to prohibit purchases with a third-party credit card, or even request the card or the express authorization of the card owner before payment can be made.

For payments in Colombia, the system accepts national and international credit and debit cards as means of payment. Use, payment terms and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of tickets with a credit card is subject to the approval of the issuer of the card and to any validations that may be

appropriate for security reasons, without which the purchase cannot be finalized and the reservation cannot be confirmed or maintained, in which case it will be rejected or cancelled. Cash payments are accepted for payments made at the airport.

In the markets in which the payment of JetSMART tickets is available, in cash, at the offices of third party providers of service payment boxes (offline payment) ("Third Party Presence Payment Boxes"), the payment must be made through of the filling and signing of the form provided for this purpose in accordance with the instructions and terms established in the purchase process at [www.jetsmart.com](http://www.jetsmart.com) and those established by the provider of the respective Third Party Payment Box, being the sole responsibility of the person making the reservation and signature of the corresponding form, the accuracy and veracity of the personal and banking information incorporated in said form.

The return of any monetary amount that may correspond in accordance with these Particular Regulations, for payments made in Third Party Presence Payment Boxes, once the refund request entered in [www.jetsmart.com](http://www.jetsmart.com) is accepted, will be made by JetSMART by bank transfer to the account indicated by the subscriber in the aforementioned form, which is known and expressly accepted by him, releasing JetSMART from any responsibility for any inconvenience that may occur due to the inaccuracy and / or lack of veracity of the data reported.

Any reservation generated for payment in Third Party Presence Payment Boxes that is not paid in cash, in the manner and time established in the terms informed to the customer in the purchase process, will be canceled and left without effect. The reservation will only be confirmed once JetSMART receives and confirms the effective payment of the total reservation. Confirmed the reservation, JetSMART will issue and send via email the corresponding ticket and proof of purchase to the customer, to the email address provided by the same in the form for payment in Third Party Cash Payment Box.

### **Gift Card**

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

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

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

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

### **Boarding Fees and Taxes**

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

### **Fees for service in the purchase of tickets**

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

### **Travel Agency Fee**

Purchases of air tickets made through third-party intermediaries, such as travel agencies, may include additional charges for the service provided by said intermediaries, which will be determined and informed to the client by the respective intermediary. Travel agencies may incorporate the respective agency position under the name "Fee A.", at the time of purchasing air tickets in the portal for travel companies / agencies at [www.jetsmart.com](http://www.jetsmart.com), and must have informed consent, and the due power of representation, of its client. The agency fee, if any, will be indicated in the corresponding purchase and reservation voucher, with the respective agency being the owner and responsible for said charge.

### **Administration Fees**

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

### **Articles of high commercial value**

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

### **Special Needs**



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

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

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

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

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

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

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

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

**Applicable in Brazil:** Air transport of passengers with special needs will be carried out in accordance with Resolution No. 280 of the National Civil Aviation Agency, as well as in the other applicable regulations.

### **Infants and children**

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

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

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

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

### **Pregnant Women**

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

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

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

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

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

The above regulations apply to both single and multiple pregnancies.

For flights originating in Brazil, air transportation of pregnant women will be carried out in accordance with Resolution No. 280 of the National Civil Aviation Agency, as well as other applicable regulations.

## **Baggage**

### **Handbag**

Baggage included in the airfare that each passenger may carry on board during the trip, will be under their own supervision. Its maximum dimensions are 45cm x 35cm x 25cm (length, width, height) and a maximum weight of 10kg, including wheels, handles, pockets, etc... Only one handbag per passenger is allowed. If the passenger wants to carry a second handbag, this one must be carried and charged as large cabin baggage.

### **Prices of the Optional Services and / or Packs**

The value of all optionals and / or Packs depends on the time of purchase, its availability and the date and / or destination of your flight, as reported during the selection and contracting process, detailing the final price and their conditions before making your purchase.

Consequently, if you decide to postpone the purchase of optional and / or packages, or modify the date and / or route of your trip, the values of these may vary, those values published and in force at the time of purchase of the respective options, optional services and / or Pack.

If you decide to save by buying a Pack available at [www.jetsmart.com](http://www.jetsmart.com), keep in mind that Packs can be contracted only at the time of purchase of your ticket, and are subject to the same conditions as the options described in these Regulations. Individuals, so they do not admit return or refund, and the final price and conditions of the same will be informed before making your purchase. The hiring of a Pack applies to all passengers of the same reservation, and its value is per passenger and per section. In the Packs in which a seat choice is included, the seat choice will be subject to their availability at the time of purchase.

Once the purchase of any optional and / or Pack has been made, you will receive the corresponding receipt that includes the relevant information of your purchase and the other accepted conditions, which are part of the conditions of your ticket.

The availability of the options will be informed at the time of requesting your purchase, so that if they are not available for purchase, it will be reported at the time of your request. Likewise, the availability of the options at any given time does not guarantee that they will remain available for purchase in the future, or under the same conditions or values.

### **Large Cabin Baggage**

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

supervision of the Passenger.

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

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

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

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

### **Checked baggage**

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

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

Each Passenger may carry a maximum of 5 checked baggage items, subject to availability.

### **Oversized equipment (sporting goods or musical instruments)**

Checked baggage, at an additional cost, with a maximum weight of 23Kg and dimensions larger than 158 linear cm and smaller than 230 linear cm with the exception of surfboards that can measure up to 300 linear cm.

Each Passenger may carry a maximum of 3 oversized baggage items, subject to availability.

### **Excess baggage**

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

If a Passenger shows up for boarding with baggage exceeding what is permitted and has not paid the respective fee, the difference will be charged at the airport, subject to availability, according to the value of excess baggage in force at that time. If the Passenger does not pay, or there was no availability of hiring excess baggage, the unpaid luggage will be denied check in.

Luggage weighing more than 32 kg will not be accepted.

The hiring of the optional Checked Baggage, Oversized Baggage, and / or Excess Baggage, regulated in the preceding paragraphs, will be subject to their being available at the time of hiring, taking into account the space and weight limitations of the hold of the aircraft. Therefore, the sale of said options may not be available in any of the company's sales channels, including [www.jetsmart.com](http://www.jetsmart.com), Contact Center and / or airport.

## **Delay or lost baggage**

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

However, for flights made within the national territory of the Republic of Argentina, in case of loss, destruction or delay, the Passenger's claim must be made to the Carrier, at the baggage claim area, immediately or up to a maximum of 10 days following the date of arrival of the flight. In the event of a breakdown, the maximum period will be 3 days from the date of delivery of the luggage.

For flights to Brazil, the receipt of checked baggage, without any protest from the passenger, will constitute a presumption that it was delivered in good condition. The carrier must return the lost luggage, to the place indicated by the passenger, respecting the following deadlines: (i) in up to 7 (seven) days in the case of domestic flights; or (ii) - in up to 21 (twenty-one) days, in the case of international flights. If the luggage is not within the deadlines established in this paragraph, the carrier must compensate the passenger within 7 (seven) days. In cases where the passenger notices the violation of the contents of the luggage or damages in it, he must file a protest with the carrier within seven (7) days of receiving it.

## **Seat Selection**

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

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

- Be at least 15 years old
- Be able to read, understand and communicate in Spanish or English
- Must not be traveling with someone else who requires their assistance or care. Example: children under 12 or people with an illness or special needs.
- Have sufficient mobility, strength, balance and ability to remove obstacles, manipulate emergency exits and exit quickly, helping other passengers.
- Have the auditory and visual ability to understand instructions given by crew members, be able to give verbal information to other passengers, and operate the emergency exit.
- Not have any condition that may be affected or aggravated by handling the emergency exit.
- Be willing to assist other passengers if necessary.
- Not traveling with a pet in the cabin.

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

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

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

In the event of an emergency in which there is no crew member in each exit seat available to assist, a Passenger occupying an exit seat may be called upon to perform the following tasks, not creating in the Carrier a duty to respond or compensate - in cash or any other form - such task:

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

### **Preferential boarding**

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

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

For flights originating in Brazil, priority should be given to the elderly (people over 60), people with disabilities (Passengers with Special Needs), pregnant women and mothers or fathers with babies. The law no. 13466/2017 established that persons over 80 years of age have special priority and must be treated before other persons older.

### **Pet in cabin**

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

- In-cabin pet service is only available on direct, non-connected flights, and the informed value of the service is one price per Passenger per leg.
- Only dogs and cats of gentle behavior are allowed on board, without prejudice to the exclusions duly indicated in this document. Transportation of other types of pets is not permitted;
- A passenger may only carry one (1) pet (dog or cat). The maximum number of pets to be transported on each flight corresponds to three (3). Considering the above, the provision of the service will always be subject to availability, which must be checked by the Passenger through the Contact Center at least forty-eight (48) hours before the departure of the flight;
- Pets may not weigh more than seven (7) kilos, must be at least eight (8) weeks old, may not be pregnant, may not be under the effect of tranquilizers, and may not present an unpleasant odor or generate noises that annoy passengers and/or crew on board;
- Passengers using this service must ensure that their pet is in appropriate health conditions for transport under the highest safety standards, and agree to be responsible for their care, medication and attention throughout the trip, as well as any contingencies that may arise from it.
- The acceptance for the transport of animals is subject to the provision that the Passenger assumes full responsibility for the animal. JetSMART Airlines will not be liable for damage, loss, delay, illness, or death of the animal if it is denied entry or transit through any country, state or territory.

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

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

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

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

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

- o Dogs:
  - Affenpinscher (otherwise known as Monkey Terrier)
  - Boxer
  - Bullmastiff
  - French Mastiff
  - Lhasa Apso
  - Canary Mastiff
  - Shih Tzu
  - Pit Bull
  - American Staffordshire
  - Brussels Griffon
  - Cane Corso
  - Staffordshire English Bull Terrier
  - Mastiffs
  - Pug
  - Tibetan Spaniel



- Boston Terrier
- Bulldog
- Chow
- Japanese Chin
- Pekingese
- Shar Pei
- English Toy Spaniel

o Cats:

- Birman
- Himalayan
- Exotic shorthair
- Persian

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

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

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

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

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

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

- o Anti-rabies vaccination certificate (make sure that the certificate contains all the required data - owner, animal, vaccine used - in legible form), for pets older than 3 months. For these purposes, it is hereby stated that the anti-rabies vaccination must have been given not less than 30 days and not more than 1 year prior to the departure of the flight.
- o Card and/or proof of vaccination and deworming, and,
- o Export Zoosanitary Certificate (CZE), issued by the Servicio Agrícola y Ganadero (SAG), if applicable and/or International Veterinary Certificate (CVI) issued by the Servicio Nacional de Sanidad y Calidad Agroalimentaria (SENASA) of Argentina if applicable, certifying that the pet meets the entry requirements required by the country of destination. Check the requirements demanded by the destination country at <http://reqpecuaria.sag.gob.cl/> (see information below for Argentina).

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

For Argentina, both entry and exit of the territory of pets (dogs and cats) on a temporary basis, as well as its internal transport, is the sole responsibility of the Passenger, who in addition to the presentation of the above requirements, is obliged and responsible for knowing and complying with all documentary requirements and procedures imposed by the competent health authorities.

For more information, we encourage you to contact us:

Department of Documentation and Public Information of SENASA by any of these channels:  
E-mail: [cdei@senasa.gob.ar](mailto:cdei@senasa.gob.ar). Telephones: (54-11) 4121-5460/5461 - Toll-free: 0800-999-2386. Opening hours: Monday to Friday from 9 am to 5 pm.  
[http://mascotas.senasa.gob.ar/index.php/consultar\\_requisitos](http://mascotas.senasa.gob.ar/index.php/consultar_requisitos)  
<http://mascotas.senasa.gob.ar/index.php/default/index>

For flights originating from or to Brazil, an IVC (International Veterinary Certificate) or a passport is required for the transit of dogs and cats (for countries with which Brazil has an equivalence agreement), issued by GEOGLAM (Brazilian acronym VIGIAGRO), International Agriculture Monitoring Initiative). Resolution No. 280 of the National Civil Aviation Agency determines that guide dogs must be transported free of charge on the floor of the aircraft cabin, together with their owner and under their control, equipped with a harness and are exempt from using a muzzle. The guide dog must be accommodated so as not to obstruct the corridor of the plane, and must carry certificates proving the fact that they are guide dogs. In addition, the requirements of national health authorities and those of the country of destination must be met.

With reference to the transport of guide dogs, for the Federative Republic of Brazil, the rules established in Resolution 280 of the ANAC - National Civil Aviation Agency (For more information, consult: [https://www.anac.gov.br/assuntos/legislacao/legislacao-1/resolucoes/resolucoes-2013/resolucao-no-280-de-11-07-2013/@@display-file/arquivo\\_norma/RA2013-0280.pdf](https://www.anac.gov.br/assuntos/legislacao/legislacao-1/resolucoes/resolucoes-2013/resolucao-no-280-de-11-07-2013/@@display-file/arquivo_norma/RA2013-0280.pdf)).

## **FlexiSMART**

FlexiSMART is an optional offered at the time of purchase of the ticket at [www.jetsmart.com](http://www.jetsmart.com), in the optional section, and allows the customer to change their itinerary (change of date, time, and / or route), for one only once, without paying the penalty or fine for applicable change in accordance with the title "Changes" of these Particular Regulations, but paying the corresponding rate difference, if it exists.

The optional FlexiSMART applies to the entire reservation and to all passengers under it. The value of the optional FlexiSMART will be informed during the purchase process, detailing the final price and conditions before making your purchase.

The value paid by the optional FlexiSMART does not support return or refund, except in cases where JetSMART is obliged to return the ticket, in which case it will also reimburse what was paid by the optional FlexiSMART. The non-use of the right to change the itinerary provided by the FlexiSMART option will not grant any right to return or refund any of the price paid for said option.

The optional FlexiSMART does not allow changes other than those indicated above (change of date, time, and / or route), and only once. Any additional change or other type of change will be governed by the provisions under the heading "Changes" of these Particular Regulations.

The exercise of the right to change granted by the optional FlexiSMART will be subject to flight and seat availability on the new itinerary chosen.

The changes are per passenger and per section and can be made up to one hour before the departure time of the flight through the Contact Center. Changes at the airport will not be allowed, nor changes after the flight. The other conditions applicable to the changes are detailed in the title "Changes" of these Particular Regulations.

## **Set your price**

Set your Price is an option that JetSMART may offer to the customer during the purchase process of their tickets at [www.jetsmart.com](http://www.jetsmart.com) after they have selected their flights and chosen the optional services pack, and that allows the customer to freeze the final price of their reservation and keep it available for a period of 24 or 48 hours, as the client prefers, paying the value corresponding to the selected option.

Set your Price, therefore, allows the customer to make the purchase of their reservation within the selected hold period while maintaining the final price and availability of the same, thus avoiding the risk of a price increase and ensuring availability on selected flights, within that hold period.

The selection of the optional service Set your Price will apply to all passengers and legs of the reservation.

The value of the optional service Set your Price is for each passenger and for each leg of the reservation, which will be informed during the purchase process, giving details of the final price and conditions of the same before making the purchase of the optional service. The value of the optional service Set your Price is not refundable or reusable for another booking, nor will it be discounted from the booking price at the time of purchase and full payment.

Setting the Price allows you to keep only the price of your reservation which is on hold. The values of the optional services that were available on the date of the reservation but were not selected and included in the reservation will not be considered on hold. For further clarification of the above, if the customer has selected the Light Flying Pack (whose price is included in the value of the ticket), the price of any optional services available on that date on [www.jetSMART.com](http://www.jetSMART.com) will not be understood to be on hold, just the final price of the Light Flying Pack reservation. In the event that the customer has selected a SMART Pack or a FULL Pack, and contracted the option Set your Price, the final price of the complete Pack will be put on hold, including the respective optional services included in each of them, but the price of any other additional option not included in the corresponding Packs, which was available at [www.jetSMART.com](http://www.jetSMART.com), will not be put on hold.

The Set Your Price option is not offered on all JetSMART flights, and the company reserves the right to offer or not offer this option during the purchase process of its flights at [www.jetSMART.com](http://www.jetSMART.com). Set your Price is not available through the contact center, only for purchases at [www.jetSMART.com](http://www.jetSMART.com).

Set your Price will only be available on flights determined by JetSMART, and provided that the quote is made at least seven (7) calendar days prior to the first flight of the reservation. For the purchase of the Set your Price option, the customer will only enter their data and will not have to enter the list of all the passengers in the reservation, this will only have to be done at the time of purchasing their tickets and when paying the total amount of the reservation.

The customer who has purchased the Set your Price option, must purchase their tickets and pay the full amount of the reservation within the selected hold period, i.e. within 24 hours or 48 hours from the time of the purchase of the option, as the case may be. The purchase and payment of the reservation whose price has been put on hold must be made in the

section "Manage your trip" at [www.jetsmart.com](http://www.jetsmart.com) within the corresponding hold period, by entering your name and surname or e-mail, and reservation code.

In the event that the customer does not pay the total price of the reservation within the selected hold period, this option will expire, and the right to hold or freeze the price and availability of the reservation will expire without any right to return or refund the amount paid for the option "Set your Price" to the customer. The customer may not extend or prolong the period during which the price and/or availability of the flights are put on hold, and therefore, once the validity of the option has expired without the purchase and full payment of the reservation, the customer will have to quote their flights again, subject to the values and availability informed on [www.jetsmart.com](http://www.jetsmart.com) on the date of the new quote.

We will send a reminder to the customer before the expiration of the selected price hold period, so that the purchase and payment of their reservation can be planned and made before the expiration date. The reminder will be informative and will be sent by email to the email address provided by the customer at the time of purchase of the optional service, being the customer responsible for any error that the email address entered at the time of registration may contain. Notwithstanding the foregoing, it will be the client's responsibility to make the purchase and payment of their reservation before the expiration of the reported period, regardless of the reminder that JetSMART may send as part of its service commitment. Consequently, in the event that for any reason the client does not receive a reminder from JetSMART, this will not generate a claim or liability for the company.

The optional Set Your Price does not ensure that the flights quoted on [www.jetsmart.com](http://www.jetsmart.com) cannot be lowered in value even during the hold period, and JetSMART reserves the right to carry out any commercial action or promotion in relation to such flights, in accordance with the law. Should an event occur in which the frozen price is higher than the price published during the hold period, the customer may choose not to use the frozen price with the option and make a new quote and purchase their tickets at the then available price on [www.jetsmart.com](http://www.jetsmart.com) subject to availability on the flights, the foregoing without any right of return or refund to the customer of the price paid for the unused Set your Price option.

The option Set your Price does not admit refunds or changes of any kind, this even if the optional FlexiSMART has been included in the quotation, which will only apply to the reservation once it has been purchased and paid in full.

The right granted by the option Set your Price is personal and non-transferable, to the customer who made the purchase of the optional and who must be included in the reservation, and upon completion of payment of the reservation within the hold period, the customer must remain included in the reservation and may not change the total number of passengers, or flights, destinations and / or selected sections, according to the quote for which the option Set your Price was contracted. Once the reservation has been purchased and paid in full, before the expiration of the hold period, the tickets and optional services purchased will be governed by the general conditions and particular regulations, without

any right or benefit for the passenger resulting from the option "Set your Price" used in its purchase.

### **Hotels, car rental and ground transportation booking**

On JetSMART.com you can find access to sites or platforms of third parties, which offer optional services such as hotels, car rental and ground transportation booking, should you want to hire such services for your trip.

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

### **Buying Insurance**

At [www.JetSMART.com](http://www.JetSMART.com) you can purchase various types of insurance, in case Passengers want to purchase such services for their trip.

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

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

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

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

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

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

In case of denied boarding due to overbooking, the Passenger shall have the rights established in articles 133 and 133A of the Chilean Aeronautical Code, pertinent norms of Peruvian and Andean Community legislation, applicable to Passengers boarding from/to Peru, as applicable, and pertinent norms of Argentine jurisdiction, applicable to Passengers boarding from/to Argentina and internal transport, as applicable and and the Colombian regulation applicable to passengers board from / to Colombia.

The information and personal data provided will be stored and processed by JetSMART Airlines in accordance with the company's Privacy Policy available at [insert direct link to Privacy Policy], which is known and accepted by the Passenger and is an integral part of the present Particular Regulations, for all legal purposes. The Passenger will have the right to access, know, update, rectify and delete their personal data as well as to request proof of this authorization and revoke it, as detailed in the Privacy Policy.

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

Other rights and duties of Passengers, JetSMART Airlines' liability limits and general conditions of the air transport contract which are informed and accepted at the time of purchase and which form part of the Passenger Ticket, can be downloaded and printed at: [https://static.jetSMART.com/blob/documents/en-US/190916\\_Terms\\_conditions\\_US.pdf](https://static.jetSMART.com/blob/documents/en-US/190916_Terms_conditions_US.pdf)

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

For the Federative Republic of Brazil, air transport is governed by the Montreal Convention (Decree 5910/2006), and by the rules and regulations of the National Civil Aviation Agency (ANAC), in particular Resolutions No. 400 and No. 280, among others.

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

Information on Argentinian Aeronautical Authority for complaints from air transport users: To file a complaint with the Argentinian Aeronautical Authority, please click here:

<http://www.anac.gov.ar/anac/web/index.php/2/396/reclamos-transp-aereo/reclamos>.