

## **GENERAL AIR TRANSPORTATION CONDITIONS FOR THE CARRIAGE OF PASSENGERS AND BAGGAGE JETSMART AIRLINES**

The following General Air Transportation Conditions for the Carriage of Passengers and Baggage (hereinafter the "General Conditions") shall apply to all national and international air transport services carried out by JetSMART Airlines, and for all legal purposes are understood to be incorporated in the Airline Ticket which defines the rights and obligations of JetSMART Airlines as Carrier and its passengers.

### **I. DEFINITIONS. -**

For the purposes of these General Conditions, each term described below will be understood as follows:

**"Ticket"** or **"Airline Ticket"** represents the group of documents that establish the terms and conditions of the air transportation and baggage control contract (where applicable), whether issued manually, electronically or by any equivalent means and which are found in all or some of the following documents: (i) the current General Conditions; (ii) the magnetically recorded electronic ticket; (iii) the Special Conditions applicable to the contracted transport, the fare paid by the passenger and other optional services purchased with the ticket; (iv) the receipt of the purchase operation issued by the Company; (v) the Boarding Card or Boarding Pass; and, (vi) any communications and booking fees approved by aviation authorities in countries that require it.

**"General Conditions"**, refer to the conditions that determine the air transport contract between JetSMART Airlines and the Passenger.

**"International Convention(s)"**, refers to any of the following instruments, as applicable: (i) Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on October 12th, 1929 (commonly known as the Warsaw Convention), and subsequent modifications; and (ii) the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal, Canada, on May 18, 1999 (commonly known as the Montreal Convention); and, (iii) Decision 619 of the Andean Community.

**"The Company"** or **"JetSMART Airlines"**, refers to the JetSMART Airlines carrier that provides the services as the Carrier or Air Carrier.

**"Passenger"**, is the person, other than crew members, transported or required to be transported on an aircraft pursuant to this contract of carriage.

**"Carrier"** or **"Air Carrier"** represents the airline that transports and/or agrees to transport the passenger and/or baggage under this contract or that performs any other service related to said air transportation.

## **II. AIR TRANSPORTATION SERVICE –**

1. The Air Transport Contract is the contract by virtue of which a person, called the Carrier, is obliged, for a determined price, to carry passengers or other people belongings from one place to another by air and to deliver them to those who are consigned.

2. The Carrier's and Passenger's rights and obligations, as defined in Section I (Definitions), arising for the parties on the occasion of the contracted carriage, shall be governed by the Airline Ticket and by the relevant rules of the Chilean Aeronautical Code, the Peruvian Civil Aeronautics Law, Andean Community legislation, the Argentine Aeronautical Code, the Aeronautical Regulations of Colombia, and its regulations and resolutions, Brazilian laws, especially Resolution No. 400 of the National Civil Aviation Agency and others, all as applicable, and other applicable International Conventions, all as appropriate within the scope of their application.

3. The issuance of the Airline Ticket confirms the acceptance of the contract of carriage entered into between the Passenger and the Carrier whose names appear on the Ticket as well as the acceptance of the conditions thereof. The Ticket, which is issued in the Passenger's name is nominative, personal and non-transferable. It may be issued partially or entirely in printed form or as an electronic ticket.

4. In general, the Ticket will be valid for a maximum period of one year from the date of issue. Once this period has expired, or any other shorter period indicated in the specific conditions of the service contracted by the Passenger, the Ticket may not be used.

5. If, on the occasion of entering into this contract, the Passenger buys additional services and/or additional products provided and/or delivered by providers outside the Company (e.g. travel insurance, accommodation, transport, luggage packaging, etc.), these services and/or products shall be governed by the contractual provisions that the provider and the Passenger may have agreed between the two parties. In accordance with the aforementioned, the Company is not and will not be responsible for the availability, quality, or integrity of the above-mentioned services nor for any type of damages of any kind that may affect Passengers on the occasion of their purchase, whatever the cause from which they originate.

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

### III. PASSENGERS AND DOCUMENTS. –

1. It will be the Passenger's obligation to provide the Carrier with all personal information required for the issuance of the Ticket and for the subsequent effective contact between the parties, such as name, last name, address, identification document number as it arises from the document to be used for the trip, telephone number, email address, etc. The Carrier shall not be liable for any damage that occurs or has occurred when the information provided by the Passenger is incomplete, inaccurate, false, partial and/or erroneous. The processing of personal data collected by the Carrier on the occasion of entering into this contract shall be governed by the provisions of the Company's Privacy Policy available at [www.jetsmart.com](http://www.jetsmart.com), which is known and accepted by the Passenger and is an integral part of these General Conditions, for all legal purposes.

2. The handling of personal data collected by the Carrier on the occasion of the celebration or modification of this contract, as well as of any contract for optional services or products, shall be governed by the provisions of the Company's Privacy Policy, available at [https://static.jetsmart.com/blob/documents/en-US/6\\_190916\\_Politica\\_Privacidad\\_US.pdf](https://static.jetsmart.com/blob/documents/en-US/6_190916_Politica_Privacidad_US.pdf) which is known and accepted by the Passenger and forms an integral part of these General Regulations, for all legal purposes. Passengers shall have the right to access, know, update, correct and delete their personal data, as well as to request proof of this authorization and revoke it, as detailed in the Privacy Policy.

3. Passengers are solely responsible for informing themselves about, and obtaining and fulfilling all travel requirements imposed by any authority in the place of origin and the place of destination, and must present identification documents, permits for exit, transit or entry, visa and any other required documents dependent upon the destination. The Carrier will not be held liable whatsoever for any delays or denial for boarding or for entering into a country that the Passengers may experience in association with, or arising from, their failure to comply with this obligation.

4. The Passenger must show up at the gate or check-in desk at the time indicated by the Carrier in the Ticket, and if it has not indicated any specific time, the Passenger should allow enough time to complete all necessary departure procedures.

5. Any Passengers who do not show up for travel, arrive late for boarding at the time indicated in the Ticket, or who do not allow enough time as it is stated in the above paragraph, as the case may be, is subject to the corresponding Ticket expiring indefectibly. In such case, the amounts paid for the contracted service will not be refunded.

6. Any Passenger with a disability or illness, or in need of assistance during air transport, has the right to request assistance from the Carrier, in accordance with the law in force and the other special conditions informed by the Carrier. In some cases, in order to provide a better service, the Carrier may require prior notification for travel from specific Passengers with a disability or illness, or in need of assistance. Passengers must inform

themselves beforehand about certain special transport requirements or conditions that must be met, as well as coordinate with the Carrier prior to acceptance for boarding, releasing the Carrier from any responsibility in the event that the Carrier denies boarding because the Passenger has failed to comply with the provisions contained in the legal regulations and/or in the current policies of the company. The foregoing shall be understood without prejudice to the limitations and restrictions on the rights of Passengers with disabilities, illness or special needs, based on the safety and protection of the occupants of the aircraft, as regulated in the applicable legal regulations.

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

#### **IV. DENIED BOARDING. –**

1. The Carrier reserves the right, without restriction, to deny transport on any segment of the itinerary booked by the passenger, if the associated fare has not been paid fully or partially, if the payment method used by the passenger has been declined, revoked or invalidated or if the Ticket was obtained using means that violate the law or these General Conditions. Furthermore, JetSMART Airlines reserves the right, without restriction, to deny boarding if the passenger does not have the documents required by law.

2. Without prejudice to any provision applicable to any particular court, contained in these terms and conditions or in the corresponding regulation, the Carrier shall deny embarkation or transport of a Passenger, or arrange for their disembarkation, if it considers that the Passenger could affect the safety of the flight or of other Passengers. Specifically, the Carrier will deny boarding to any Passenger that presents any attitude or behavior while on the ground and/or on board the aircraft that constitutes: **(i)** any action contrary to instructions given by the cabin crew of the aircraft or any employee that works for the Carrier with respect to matters of security, surveillance or of any nature; and/or **(ii)** any behavior contrary to the reasonable behavior which a person or passenger should maintain; and/or **(iii)** a violation or offense which in the Carrier's opinion could place the safety of the aircraft or the people and goods on board at risk, or could endanger or jeopardize order and discipline on board the aircraft; and/or **(iv)** any attitude or behavior, in general, which in the Carrier's opinion may constitute refusal by the Passenger to comply with instructions given by the cabin crew and/or attitudes that could endanger or put the flight at any risk and/or disturb order and/or discipline; and/or **(v)** any indication or signs of having consumed excessive amounts of alcoholic beverages and/or any psychotropic substance; and/or **(vi)** failure to comply with any law or regulation that applies or that does not comply with any requirement imposed by the governmental authority in question, that applies to

the aviation sector. Boarding will be also denied if this action is necessary to comply with an applicable legal standard, regulation or order of any state from, within or to which carriage is to be operated, or in which an intermediate stopover is established.

3. In the event that there are more Passengers on a flight with confirmed reservations than seats available, as long as they have completed the check-in procedures within the required time periods, the Carrier will ask for volunteers to give up their seats in exchange for some form of agreed compensation established by applicable laws. If the Carrier does not have enough volunteers and must deny boarding to Passengers against their will, these Passengers will have the right to compensation as established by applicable laws.

#### **V. BAGGAGE TRANSPORTATION. –**

1. The Passenger must comply with the baggage weight, measurements and maximum allowances, as indicated in the particular conditions applicable to the contracted transport accepted by the Passenger at the time of purchase, and contained in the purchase receipt issued by the Carrier. The carriage of any excess baggage shall be paid in accordance with the fares and subject to the special conditions reported by the Carrier. The baggage policy, payments or surcharges to which excess baggage is subject, understood as those kilos and/or pieces that exceed the permitted baggage, can also be checked at the Carrier's website [www.jetSMART.com](http://www.jetSMART.com).

2. The Carrier may refuse to carry all or part of the baggage that is beyond the baggage policy or whose excess baggage has not been properly paid by the Passenger.

3. The Baggage allowed, and/or charges and other conditions relating to excess baggage may vary according to the particular conditions of the contracted service, cabin and route, and will be expressed in pieces and/or kilos. The Carrier reserves the right to alter the baggage policy, values, and dimensions of baggage, informing the public of such changes in a timely manner. The conditions and contract values of each particular service shall be registered with the relevant local aviation authorities to the extent required.

4. The Carrier shall issue, in duplicate, a baggage tag or receipt for the checked baggage to be carried, except for personal items carried by the Passenger, in accordance with the baggage policy, and shall deliver a copy to the Passenger. The baggage tag or receipt will contain the suggestions indicated by the applicable law. The baggage tag certifies that the luggage has been checked in and that the conditions of the transport contract have been met. Checked baggage will be delivered to the baggage tag holder. In the absence of a baggage tag, the Carrier may require identification to those entitled to claim the baggage and postpone baggage delivery until valid identification is provided.

5. The Carrier shall not check baggage at a destination other than the final destination shown on the Passenger's Ticket, or on any flight other than the one on which the Passenger is to board.

6. Luggage will be understood as only the personal effects of the Passenger necessary for his trip, and those that are understood expressly incorporated under the applicable legal norm.

7. In compliance with local and international regulations, the Carrier will deny the transportation as baggage (whether carry-on or checked), of any dangerous articles or substances that could pose a serious risk to health or the safety of the flight or any property, such as:

a) Gases (compressed, liquid, stored in solution or heavily refrigerated) including flammable, toxic or harmless aerosols such as butane, oxygen, liquid nitrogen, aerosols that contain paralyzing gases, refill tubes for liquid-gas lighters, etc.

b) Corrosives, whether solid or liquid, such as acids, alkalies, mercury, liquid electrolyte batteries, etc.

c) Explosives such as ammunition, fireworks and flares, briefcases with alarm devices, detonation devices for toy guns, etc.

d) Flammable liquids such as fuel, paints, thinners, etc.

e) Radioactive materials, regardless of their category.

f) Oxidizers and organic peroxides such as bleach, fertilizer, etc.

g) Toxic and infectious substances such as: insecticides, pesticides, biological products that contain pathogenic germs, etc.

h) Flammable solids such as matches.

i) Weapons, which are understood to be any element or object that is made or could be used for attack or defense, such as firearms, bladed weapons, gases, electric shock devices, spiked, sharp or blunt objects, which could include objects like clubs, axes, walking sticks or bats that have weight inside them or have any sharp point.

j) Any other item classified as dangerous by applicable law.

8. In order to ensure the safety of the flight and comply with current regulations, the Carrier and the airport security personnel may confiscate dangerous articles and substances carried by the Passenger or inside his/her carry-on baggage, in order to deliver them to the respective authorities in accordance with applicable local regulations.

9. In case of destruction, loss or damage of luggage, which occurs during transport, or in case of delay in its delivery, the regulations contained in the Chilean Aeronautical Code, Argentine Aeronautical Code, the Aeronautical Regulations of Colombia, Brazilian laws, especially Resolution No. 400 of the National Civil Aviation Agency and others or International Conventions will be addressed, as appropriate.

For the purposes of the foregoing paragraph, "delay" shall mean any delay caused by the receipt of luggage and which has occurred under the direct responsibility of the Carrier.

## **VI. CHANGES IN THE PURCHASED SERVICES -**

Any change and/or modification that the Passenger may wish to apply to the services contracted with the Carrier, may be subject to the obligation of the Passenger to make one or more payments other than those originally made when contracting the aforementioned services. The detailed list of allowed changes and modifications, their cost, and the procedures related to them, were informed to the Passenger and accepted by them during the purchase process and they can also be found on the [www.jetSMART.com](http://www.jetSMART.com) website.

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

## **VII. LIMITS OF LIABILITY. –**

1. The obligation of the Carrier shall be understood to be fully and completely fulfilled by the fact of transporting the Passenger and their luggage with reasonable punctuality, taking into account the special circumstances of the case. The Carrier shall make reasonable efforts to transport Passengers and their baggage in accordance with published itineraries and those reflected on the Ticket. The Carrier may itself be replaced by alternate airlines, by other aircraft, may delay or cancel flights, change the assignment of seats, and modify or delete stopovers provided for in the Ticket at any time it deems necessary, for justified reasons and in accordance with current regulations.

2. Any exemption or limitation of the Carrier's liability under applicable local or international law shall apply and be for the benefit of the Carrier's agents, employees and representatives and any other person or company whose aircraft is used by the Carrier to perform the transport and the agents, employees or representatives of such person or company.

3. If an agent issues a ticket for carriage on legs involving different carriers, the Carrier shall only be liable for the leg actually performed by it. Also, the travel agency will be responsible for providing all information to the Passenger, especially regarding the requirements for entry to certain countries or transit, among other information.

4. The liability of the Carrier in case of death or personal injury to the passenger, denied boarding and/or for baggage loss, delay or damage on international flights, is limited by international conventions relating to international air transportation or any applicable international standard, and in the case of trips beginning and ending in the same country, the limits of liability will be governed by the applicable legislation of the country in question.

4. Regarding those items with high commercial value and electronic devices, the passenger must transport these items as carry-on baggage in order to always keep control

of them, because if they are transported as checked baggage the Carrier will only be liable up to the limits established by the law or applicable international conventions and subject to accreditation.

## **VIII. CHILE: PASSENGERS' RIGHTS ACCORDING TO THE CHILEAN AERONAUTICAL CODE, APPLICABLE TO OPERATIONS IN CHILE.**

### **VIII.I. Denied boarding due to overbooking**

In the event that the Carrier foresees that they will have to deny boarding to one or more Passengers due to overbooking, who have shown up in a timely manner and whose Ticket was previously confirmed on a given flight, they must first request that volunteers show up to give up their reservations in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier.

If there are not enough volunteers to give up their seats so that the remaining passengers holding a confirmed ticket can board the corresponding flight, the Carrier can deny boarding to one or more Passengers against their will, who will have the right to:

#### *1. Passenger's choice:*

- a. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
- b. To receive reimbursement of the full amount paid for the ticket if the passenger withdraws from the air transportation contract only if the trip has not begun; or
- c. If the trip with stopovers and/or connections had already started, the passenger can choose to:
  - i. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
  - ii. Receive a refund of the unused part; or
  - iii. Return to the starting point and receive reimbursement of the ticket price.

#### *2. Receive compensation of an amount equivalent to:*

- a. 2 UF for flights under 500 kilometers;
- b. 3 UF for flights between 500 y 1,000 kilometers;
- c. 4 UF for flights between 1,000 y 2,500 kilometers;
- d. 10 UF for flights between 2,500 and 4,000 kilometers;
- e. 15 UF for flights between 4,000 and 8,000 kilometers; and
- f. 20 UF for flights over 8,000 kilometers;

Regarding the above compensations, you must keep in mind:

- i. A Passenger who accepts such compensation may not subsequently bring an action against the Carrier



- ii. If, in accordance with the provisions of 1a of point 1, the Passenger is embarked on the next flight the Carrier has available, and the difference in departure time with respect to the flight originally booked is less than three hours, no compensation shall be granted for denied boarding.
3. If the Passenger decides to continue with the contract in the event of denied boarding, they shall be entitled to receive the following assistance from the Carrier:
- a. Communications that the Passenger needs to make, whether by telephone, electronic or other similar means, if there is a difference in the scheduled time of departure for the flight initially booked of more than three hours;
  - b. Meals and snacks until boarding on the other flight, if there is a difference in the scheduled time of departure for the flight initially booked of more than three hours;
  - c. Accommodation for return and outbound Passengers who were denied boarding at a connecting point, who do not reside in the city, town or area of the departure airport, in the event that they are offered a new flight, of which the departure is at least on the day following the scheduled departure on the Ticket, provided that the Passenger must stay one or more nights, and the waiting time to board the other flight requires it. For these purposes, "night" shall be defined as the time between midnight to 6 a.m.;
  - d. Transfer from the airport to the Passenger's place of residence in the city, town or area surrounding the departure airport, or to the place of accommodation, and back again, if applicable;
  - e. The necessary arrangements and services to continue the trip, in case the passenger misses a connecting flight that has been confirmed.

For the purposes of this section, a Ticket shall be considered as confirmed, with respect to the points of departure and destination indicated therein, including intermediate points of connection or stopover, to the extent that it is established that the reservation or the Ticket has been accepted and registered by the Air Carrier or its authorized agent. "Stopover and/or connecting journey" is understood as a journey which includes a point of departure and one or more intermediate points of stopover and/or connection on arrival at the destination, when these are part of the same contract.

Without prejudice to other additional services that the Carrier may offer, depending on the circumstances and the special condition of the passenger, in the event of denied boarding the Carrier shall embark, as a priority, unaccompanied children, people with disabilities, elderly or health-sensitive Passengers, pregnant women who, due to their condition, require preferential boarding and, in general, Passengers who, for humanitarian reasons qualified by the Carrier, must be embarked first.

## VIII.II. Delays and cancellations

The Carrier is required to comply with transporting passengers on the date, schedule and other agreed terms and conditions. However, these terms and conditions could be modified on grounds of force majeure or for safety reasons such as bad weather, armed conflicts, civil unrest or threats against the aircraft. In such cases, any of the contracting parties may rescind the contract, being each one responsible for their own losses.

Notwithstanding the foregoing, in the event of a flight delay or cancellation the Passenger will be entitled to:

1. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract, whether the flight has not yet departed or did depart but is on a stopover and/or connection.
2. Receive the assistance benefits indicated under the heading 3 of section I.- "Denied Boarding" above, provided that the cause of the delay or cancellation is attributable to the Carrier.
3. Receive compensation for the damages that may have been caused if the delay or cancellation is due to reasons attributable to the Carrier, in accordance with the following:
  - a. *Domestic Flights:* The compensation of the damages incurred in domestic flights shall not exceed 250 UF for each of the affected Passengers, and shall proceed in the following cases:
    - i. If the delay is longer than three hours with regard to the departure time scheduled on the Airline Ticket, or four hours on flights using aircraft designed for a capacity of up to 29 seats.
    - ii. At the time of cancellation, unless the Passenger is informed and offered to take another flight that allows them to leave for their destination with no more than three hours of delay with regard to the scheduled departure time, or four hours on flights using aircraft designed for a capacity of up to 29 seats.

For the purposes of communicating the cancellation, the Passenger must inform the Carrier, directly or through its authorized agents, of their contact details, such as address, telephone number and e-mail, when booking or purchasing their Ticket.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that it took the necessary measures to avoid the event causing the delay, or that such measures were impossible for the Carrier to take.

- b. *If the flight is international:* In case of damage caused by delay in the carriage of Passengers, the liability of the Carrier shall be limited to 4,694 Special Drawing Rights (of the International Monetary Fund) per passenger. Such limit shall not apply if it is proved that the damage is the result of an act or omission of the Carrier or its employees or agents, with intent to cause damage, or recklessly and knowing that it would probably cause harm; provided that, in the case of an act or omission of a employee or agent, it is also proved that they acted in the exercise of their functions.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that it took all the reasonable measures to avoid the event causing the delay, or that such measures were impossible for the Carrier to take.

4. To receive reimbursement of the total amount paid for the Ticket or of the unused portion, as the case may be, if the Passenger decides not to continue with the contract and the periods of section 3 have passed whether or not the Carrier is responsible for the cause of the delay or cancelation.

### **VIII.III Refund of fees**

If the trip is not verified, whether for any reason attributable to the Carrier, the Passengers or for reasons of security or supervening force majeure, the taxes, charges or aeronautical rights paid by the passenger will be returned to their request only at any office of the Air Carrier or through the website of the latter. If these taxes are not included in the value paid (they were collected directly by the airport), the Passenger must request reimbursement directly from the respective airport authority, subject to the limitations or rules indicated above.

### **VIII.IV. No additional charges for unintentional upgrades**

In the event that the Carrier accommodates a Passenger in a higher class than the one paid for, and this is the result of any circumstances beyond the Passenger's control, the Carrier may not demand any additional payment.

No agent, employee or representative of the Carrier has the authority to change or waive any provision or term of these General Conditions.

## **IX. PERU AND COLOMBIA: PASSENGERS' RIGHTS ACCORDING TO THE DECISION 619 OF THE ANDEAN COMMUNITY IN PERU AND COLOMBIA, APPLICABLE TO OPERATIONS IN PERU AND COLOMBIA.**

### **1.- Denied boarding due to causes attributable to the Carrier**

In the event that the Carrier foresees that it will have to deny boarding, it will have to ask for volunteer passengers to give up their seats in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier. Volunteer Passengers will additionally receive assistance in accordance with the provisions of subparagraphs (a) and (e) of the following point, as applicable.

If the number of volunteer passengers is not enough to transport the remaining users who have confirmed a reservation, the Carrier may deny boarding to other Passengers against

their will, in which case they must provide compensation, reimbursement and assistance under the terms indicated in the following point.

## **2.- Right to Compensation**

In the event of cancellations, interruptions or delays in which reimbursement has not taken place, or in the case of any other event attributable to the air carrier, and in the context of overbooking, an alternative transport shall be provided and, if this is not possible, the passenger shall be compensated in accordance with the following:

a. Delays. When there is a delay in the start of the flight (or during take-off) and, therefore, the scheduled time of the authorized flight is not complied with, the following shall be considered provided and, if this is not possible, the Passenger shall be compensated in accordance with the following:

- i. When the delay is more than two (2) hours and less than four (4) hours, the Passenger shall be provided with a snack and a free communication by the most appropriate means, equivalent to a telephone call not exceeding three (3) minutes, to the Passenger's chosen destinations.
- ii. When the delay is more than four (4) hours and less than six (6) hours, in addition to the above, the Passenger must be provided with food (breakfast, lunch or dinner, depending on the schedule); and,
- iii. When the delay is more than six (6) hours, in addition to the above, the Carrier must compensate the Passenger in accordance with the provisions of paragraph e) of this numeral. In this case, the Carrier must also provide lodging in cases when overnight stay is necessary, transportation costs, or reimbursement (immediately if they are not in their usual place of residence), at the Passenger's choice, unless the Passenger voluntarily agrees to extend the wait when it is foreseeable that the flight will take place within a reasonable time.

b. Interruption of transport. In the event of interruption of transport, if the Passenger does not opt for the refund of the proportional part of the price corresponding to the leg not covered, they will be compensated for the delay until the restart of the trip, as indicated in paragraph a) above as appropriate.

c. Cancellation. In cases where the Carrier decides to cancel the flight when the Passenger has confirmed reservation, and the net value of the ticket has not been reimbursed or a substitute flight has not been obtained for the same day, the Carrier will cover the costs of accommodation where overnight stay and transfer is necessary. In addition, if there is a delay before the cancellation of the flight, the Passenger will receive the compensation provided in subparagraph a) above, as appropriate.

d. Overbooking. If boarding is denied due to overbooking, and the Passenger has a confirmed reservation and has punctually shown up at the airport, the Carrier must arrange for the Passenger to travel to their final destination on the next flight that has available

space from the Carrier itself, on the same date and route. In the event of not having any available flight, the Carrier must make the necessary arrangements on its own behalf, to embark the Passenger on another air carrier as soon as possible.

e. Additional compensation. The Carrier must compensate the Passenger with a minimum amount of 25% of the value of the missing route for Perú and 30% of the value of the missing route for Colombia, payable in cash or in any other form accepted by the Passenger, such as tickets on the routes of the Carrier, vouchers for the purchase of tickets, recognition of miles, etc., in the following cases:

- i. Overbooking, if there is no direct agreement with the Passenger by which they agree not to travel voluntarily on the scheduled flight.
- ii. Delay of more than six (6) hours of the scheduled time, due to causes attributable to the Carrier.

For the purpose of determining the value of the journey to be compensated, the net value of the ticket paid shall be multiplied by the ratio of the distance of such journey over the total distance.

f. Transit and Connections. The above compensations shall also apply as appropriate to Passengers in transit and connections, who cannot continue their trip for reasons attributable to the Carrier.

#### **X. ARGENTINA: PASSENGERS' RIGHTS ACCORDING TO MEYOSP 1532/1998 RESOLUTION, APPLICABLE TO OPERATIONS IN ARGENTINA.**

If due to operational, technical or commercial circumstances, the Carrier cancels or delays a flight or baggage delivery for more than FOUR (4) hours, or denies boarding because they cannot provide previously confirmed space (overbooking), or fails to make a stopover at the Passenger's stopover or destination point, or causes a Passenger to miss a connecting flight for which they had a confirmed reservation, the Passenger shall be entitled to:

- mandatory placement on the immediate subsequent flight of the same Carrier to their destination,
- the endorsement of their transport contract, including confirmed space connections, when it is
- taken on another route to the destination indicated in the contract, on the services of the Carrier or on the services of another carrier, or by another means of transport, in the latter cases If the total of the fare, excess baggage charge, and any other applicable service fee for the new route is higher than the refund value of the ticket or applicable portion of the ticket, the Passenger will not pay any additional fare or charge and the Carrier will refund the difference if the fare and charges for the rescheduled route are less:
- compensation for denied boarding according to Carrier regulations,
- the immediate refund, if applicable, of the price of the unused transport contract, in accordance with the payment methods used.

Those Passengers who voluntarily and expressly accept the compensation for denied boarding and to engage in transport under any of the conditions detailed in this paragraph, shall not be entitled to make any subsequent claim to the Carrier, without prejudice to being benefited with the incidental services provided by the Carrier at their expense in this situation. In addition, the Carrier shall provide the Passenger with the following incidental services free of charge:

- telephone or cable communication to the destination point and local communications.
- meals and snacks according to the waiting time until boarding another flight.
- hotel, airport or city accommodation when the delay of a flight exceeds FOUR (4) hours.
- ground transportation to and from the airport.

The Carrier shall be exempt from providing the above-mentioned incidental services to its Passengers in cases where, as a result of weather conditions, the flight is canceled or delayed, baggage delivery is delayed, a stopover cannot be made at the Passenger's stopover or destination point, or a connecting flight for which a confirmed reservation was made is missed. However, in such cases, the Carrier shall make every effort to ensure that the Passenger is adequately and truthfully informed of the delays caused by such circumstances until the service is provided or resumed or re-routed through the services of another carrier or alternative means of transport.

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

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

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

### **I - Obligations prior to air transport**

#### **1) Information regarding the flight offer**

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

- a) The total amount (ticket price and taxes) to be paid in national currency, as well as the final amount;

b) All transport rules, as well as the cancellation and modification of the contract with possible penalty;

c) Time of stopover and connection and eventual change of airports; Y

d) Baggage allowance rules sent and the amount to be paid in case of excess baggage.

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

## **2) Air ticket**

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

## **3) Correction of name in the air ticket**

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

## **4) Breach of contract by the passenger**

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

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

## **5) Right to withdraw the purchase of the ticket**

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

## **6) Change scheduled by the carrier**

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

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

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

## **7) Baggage allowance**

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

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

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

## **II - Execution of Air Transport**

### **1) Documents to board:**

#### **If the passenger is Brazilian:**

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

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

#### **If the passenger is a foreigner:**

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



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

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

## **2) Special baggage value declaration procedure**

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

## **3) Passenger obligations**

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

- a) Present for board with the documentation in order and at the time established by the carrier;
- b) Comply with all requirements related to transportation, such as obtaining a visa, vaccination certificates, etc.
- c) Obey the carrier's notices.

## **4) Prohibition of automatic cancellation of the return leg.**

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

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

## **5) Delay, cancellation and interruption of services**

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

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

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

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

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

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

If there is no consensus between the airline and the passenger who appeared at the scheduled time and was denied boarding, the airline must immediately make the payment of the financial compensation to the passenger, which can be by bank transfer, voucher or cash, 250 SDR (Special Drawing Rights) for domestic flights and 500 SDR (Special Drawing Rights) for international flights, in addition to the provision of other assistance provided for in the rules that govern.

## **7) Material assistance**

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

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

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

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

## **8) Rearrangement**

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

## **9) Deadline for reimbursement**

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

- a) In cases of reimbursement, airport charges and amounts paid to government entities will be fully reimbursed.
- b) For cash purchases, the refund must be made within 7 days;
- c) For purchases with a credit card, the company will have 7 days to start the reimbursement process through the credit card companies;
- d) For purchases through a travel agency, the airline will be responsible for authorizing the remaining credit of the ticket within 7 days after the request for a refund request, which will begin with the travel agent's notice.

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

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

## **III - Obligations after air transport**

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

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

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

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

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

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

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

## **2) Attention to passengers**

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

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

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

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

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

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

### **a). Showing up at the Airport.**

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

### **b) DENIED BOARDING AND LIMITATIONS TO TRANSPORTATION.**

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

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

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

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

## **b.) REFUNDS.**

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

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

## **XIII. EMERGENCY CONDITIONS COVID-19**

In order to protect the safety of our passengers and crew, in response to the global pandemic caused by the outbreak of the COVID-19 virus, and in exercise of the powers conferred by the applicable law and the competent authorities, the Carrier informs its customers and passengers that boarding on its flights will be subject to compliance with the measures issued by the health and aviation authorities, and may deny boarding in the event of failure to comply with such measures or the refusal of the passenger to declare or prove compliance, in accordance with the law. The Carrier shall request passengers to wear masks during the entire flight, including embarkation and disembarkation procedures, the subscription of declarations and/or the extension of supporting documentation which proves that the transport of the passenger does not constitute a risk of spreading the aforementioned virus in the corresponding cases and/or any other measure that may be necessary and conducive to guaranteeing the safety and hygiene of its passengers and crew, under the terms and conditions allowed under the applicable law.

In consideration of the foregoing, the Carrier may refuse carriage on any portion of the route contracted by the passenger, to those who (i) show symptoms suggesting probable COVID-19 infection as reported by health authorities, such as fever above 37.8°, cough, shortness of breath, headache and/or sore throat, unless they can prove through a medical certificate or as provided by applicable law that such symptoms are not caused by COVID-19 infection; and/or (ii) fail to provide the below mentioned affidavit at the check-in of each leg of their flight, either personally or through their representative or agent, or it is determined that the above mentioned statement is not effective: "I declare that all passengers on this booking: (i) are not subject to any health restriction involving isolation or quarantine, travel ban, or restriction on entry to or exit from a territory included in the trip, or that being subject to any of these measures, have all the temporary or permanent permits issued by the competent authority that may be necessary to travel; (ii) are not confirmed patients with a COVID-19 diagnosis, or have been confirmed to meet the criteria established by the health authority to be considered non-contagious patients; (iii) are not waiting for the results of COVID-19 tests; and (iv) have not been in close contact with a person diagnosed with COVID-19, or who, having been confirmed, have ruled out the disease as determined by the competent authority; and (v) have reviewed and become aware of the restrictions, requirements and information available in the COVID-19 section of JetSMAR.com at <https://jetsmart.com/us/en/minisitios/covid-19#seccion-2>.

Notwithstanding the above, and by virtue of clause III of the Passenger and their Documentation, number 3, it will be the passengers' responsibility to be informed and comply with the specific requirements imposed by the health authorities of each place of origin, stopover and destination, and to present the documentation and/or be subject to examinations or procedures requested by the authorities. The Carrier will not be responsible for delays and/or denials of boarding or entry to a country that the passenger experiences as a result of the latter's failure to comply with the obligations set forth by the health authorities of each place of origin, stopover, or destination of the flight.

## 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 24 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 soft 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 MEOySP 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>.