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1. INTRODUCTION

The purpose of these Conditions of Carriage is to inform you of the standards and procedures on which our air transportation service is based. From time to time, to improve the service we provide to Customers, we may change and/or modify these Conditions of Carriage, in whole or in part, as published on our Website at the time of Booking. The foregoing notwithstanding, for such cases in which the amendment of the Conditions of Carriage could cause affectation to you in relation to their Booking, we will provide notice to you of the Conditions of Carriage modification through our Website, as well as through any Booking Confirmation or other means of communication that you receive from us. If you deem the amendment may affect your Booking, you may contact us and the relevant compensations may be applied, as the case may be. We shall observe the conditions in force at the time of the Confirmed Booking, regardless of any amendments to these Conditions of Carriage save for the cases and exceptions established in the applicable laws. The titles allusive to the Conditions of Carriage included herein shall only be used as reference and from them shall not be inferred any rights or obligations.

2. DEFINITIONS

We, us, our – means Arajet SA, incorporated in the Dominican Republic with mercantile register number 102888SD whose registered office is at Calle Rafael Augusto Sánchez No. 86, Torre Roble Corporate Center, séptimo piso, Ensanche Piantini, Santo Domingo, Distrito Nacional, República Dominicana.

You, your, yourself – means any person holding a Confirmed Booking who is to be carried or is carried on an aircraft, except members of the Crew.

Adult – means a Customer aged sixteen (16) years and over on the date of travel.

Airline Designator Code – is the two or three letters, or the letter and number, which identify individual Carriers in a Booking, Booking Confirmation, timetables, reservation system or elsewhere.

Arajet Voucher – A code representing a monetary value or benefit to acquire flights or services on Arajet.com. These vouchers can be issued as part of promotions, compensations, rewards, or as a form of refund. They are only issued in the passenger's name, non-transferable, valid for one year, and can be used multiple times until the balance is exhausted. Please note that Arajet vouchers are issued exclusively in American dollars USD.

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Arajet Coupon means a unique code, issued by us, which can be used as a discount on a Reservation. Each Arajet Coupon will have specific terms and conditions of use, which will be communicated to Customers at the time of issuance.

Assistance Device – means any equipment, electrical or otherwise, which assists a Customer with an impairment to hear, see, maneuver, communicate or perform other functions of daily life. This may include mobility aids, electrical medical devices and / or medications.

Authorized Agent – means anyone or any entity (which may include other Carriers) we have appointed to represent us in the sale or carriage by air or other services.

Baggage – means your personal property accompanying you on the flight, which, unless otherwise specified, consists of your Personal Item and Carry On and Hold Baggage.

Baggage Identification Tag – means the label issued by us and attached to your Hold Baggage at the airport check-in desk or boarding gate, which identifies your Hold Baggage on arrival at your Place of Destination.

Baggage Receipt – means the receipt given to you by us or our Authorized Agent at the check-in desk or boarding gate which identifies your Hold Baggage.

Base Fare – means the fare we will charge you for travel on our flights, excluding any Taxes or Service Fees.

Booking – means the reservation we hold in our systems which includes all details of the flight(s), Customers, Customer contact details, Services and Tariff charged, and any payments received by us for your travel.

Booking Confirmation – means a document, or documents, we or our Authorized Agents issue on paper or by email, SMS or other electronic means. It contains the Customer's name(s), Customer contact details, information on flight(s) and Service(s) booked, confirmation of the payment received and details of the Fare Bundle description applicable to the Booking.

Booking Reference – means the unique alpha numeric reference we assign to you to identify your Booking.

Business Days –Monday through Friday, except the legal public holidays in Dominican Republic.

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Carry On Baggage – means your Baggage, other than your Hold Baggage and / or Personal Item, which is carried by you on to the aircraft, which is permitted under your Fare Bundle or which you have purchased as an additional Service.

Carry On Baggage Allowance – means the number, weight and size of the Carry-on Baggage you are permitted to carry as per the Fare Bundle advised by us at the time of booking and in your Booking Confirmation.

Carrier – means an airline offering transport under these Conditions of Carriage.

Check-in Deadline – means the time limit we have set by which time you must have completed all check-in formalities, delivered your Hold Baggage and received your Boarding Pass and Baggage Receipt. Unless otherwise stated the Check-in Deadline is the time at which the airport check-in counters close.

Child – means a Customer aged between 2 and 15 years of age (inclusive) on the date of travel.

Conditions of Contract – means those statements contained in or delivered with your Booking Confirmation, identified as such and incorporated by reference, into these Conditions of Carriage.

Conditions of Carriage – means these General Conditions of Carriage.

Connection: Change of flight that the customer makes at a point other than the origin, called a connection point, to reach their destination. The Carrier only recognizes as connecting trips, those that are under the same reservation code.

Confirmed Booking - means a Booking for which all Customers details and payments have been received.

Convention - means the Montreal Convention and / or the Warsaw Convention (as amended and as the case may be) including other conventions We may elect to subscribe to such as:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention)
- The Warsaw Convention as amended at The Hague on 28th September 1955

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- The Warsaw Convention as amended by Additional Protocol No1 of Montreal (1975)
- The Warsaw Convention as amended at The Hague and by Additional Protocol No2 of Montreal (1975)
- The Warsaw Convention as amended at The Hague and by Additional Protocol No4 of Montreal (1975)
- The Guadalajara Supplementary Convention (1961)
- The Montreal Convention (1999)

Customer – means any person holding a Confirmed Booking who is carried, or is to be carried, on an aircraft, except members of the crew. Customer may also refer to an individual who makes a Booking on behalf of another Customer.

Customer with Disabilities – means any Customer who has a physical or mental impairment that, on a temporary or permanent basis, substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

Damage – this includes death of, wounding of, or bodily injury to a Customer. It also includes loss, partial loss, theft of or other damage to Baggage arising out of, or in connection with carriage or other services performed by us.

Days – means calendar days, including all seven (7) days of the week.

Denied Boarding – means a situation whereby a Customer holding a Confirmed Booking is denied travel on our Flight.

Events Beyond Your Control – are unusual and unforeseeable circumstances which you cannot control and the consequences of which you could not have avoided even if you had taken all due care.

Excess Baggage – means any Baggage in excess of your permitted Carry-On Baggage or Hold Baggage, as per the Fare bundle advised to you at time of booking, which may be carried as Hold Baggage for an additional Service fee.

Fare – means the total charged for travel in your Booking, including the Base Fare and Taxes, but excluding Service Fees.

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Fare Bundle – means the different fares offered by us, each with varying conditions, as detailed in our Website and advised to you at time of Booking.

Fare Refund – means a refund, following the parameter under Article 10 of this contract.

Flight – means a single flight operated by the Carrier from one airport to another airport.

Force Majeure – means an act or condition caused, directly or indirectly, by forces beyond our control, including, without limitation, strikes, work stoppages, accidents, acts of government, acts of war or terrorism, civil or military disturbances, border closures, nuclear or natural catastrophes, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Hold Baggage – is Baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag and Baggage Receipt, which normally travels in the hold of the aircraft.

Hold Baggage Allowance – is the number of bags, up to a maximum weight and size per bag, which are detailed in your Fare Bundle and advised by us at time of booking and in your Booking Confirmation, which you may check-in for carriage in the hold of the aircraft for no additional fees.

IDAC – means the Dominican Institute of Civil Aviation.

Infant – means a Customer that is at least 8 days old and less than two years of age by the flight date.

JAC – means the Civil Aviation Board of the Dominican Republic.

FAA: United States, federal aviation administration.

Personal Item – means your Baggage, other than your Carry-on Baggage, which you take with you into the cabin of our aircraft, and which is within the size and weight limits as specified in our Website.

Place of Departure – means the airport from where your Flight will commence its journey.

Place of Destination – means the airport at which your Flight will end its journey.

POC: Portable Oxygen Concentrator.

Scheduled Arrival Time – means the time we advise you when booking that the Flight on your Booking

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will arrive at its Place of Destination.

Scheduled Departure Time – means the time we advise you when booking that the Flight on your Booking will depart from its Place of Departure.

SDR – is a Special Drawing Right as defined by the International Monetary Fund.

Service Fees – are the fees we charge for Services which you may ask us to include in your Booking, including but not limited to Advanced Seat Selection, Priority Service, Excess Baggage (both pre-paid and at the airport), Onboard Food & Beverages and Booking Changes.

Services – Refers to the purchase of a ticket and any additional products or services you may request to include in your Booking. This includes, but is not limited to, Advanced Seat Selection, Priority Service, Excess Baggage (both pre-paid and at the airport), Onboard Food & Beverages, Booking Changes, and other services such as the transportation of passengers, onboard purchases, and assistance provided by the contact center or airport staff.

Special Assistance Requirements – are additional services a Customer, who has reduced mobility or any other impairment, may require during travel with us, as detailed in Article 15.

Tariff – means the combined total of the Base Fare, Taxes and Services Fees in your Booking.

Taxes – means any fees or charges we incur from local or national regulatory or governmental bodies for the transport of you on our aircraft.

Travel Documents – means your passport, visa and any other documents required by local or national government bodies permitting you to travel from the Place of Departure to the Place of Destination. Copies of passports, visas and any other documentation will not be accepted as Travel Documents. Travel Documents must be valid at the time of travel and be in good condition.

Unforeseen Circumstances – means causes beyond our normal operations, which could not have reasonably been foreseen, nor could the consequences thereof reasonably be avoided or overcome, which prevent a Flight from taking place or delays its Scheduled Departure Time or Scheduled Arrival Time. Causes may include, but not be limited to, aircraft technical failures factors or circumstances related to third parties or other Customers or ground support equipment failures.

Website – means the Arajet Website at www.arajet.com and our mobile application.

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3. GENERAL CONDITIONS

Arajet is a carrier that offers both point to point as well as connecting flights within its own Arajet Flights Network (does not connect with other airlines). If you are using our Flights to Self-connect with another Carrier you must check the minimum connecting times required for your travel and agree that you will accept all responsibility, financial or otherwise, for any missed connections, including because of a delay or cancellation of our Flights.

It is your obligation to read the regulations and conditions contained in these Conditions of Carriage, as published on our Website, and displayed under the Link “Conditions of Carriage”. You will be required to accept and consent to these Conditions of Carriage when confirming your Booking. Bookings will not be confirmed unless this consent is received.

If you ask an individual, or other entity, such as a Travel Agent, to confirm a Booking on your behalf, you agree that you authorize said individual or entity to act on your behalf and that you have agreed to these Conditions of Carriage.

These terms and conditions are applicable unless they are inconsistent with any local, national or international laws, in which case such tariffs or laws shall apply.

If any one or more of these Conditions of Carriage is invalid, all other conditions shall remain valid. Any amendments to, suspensions, or invalidations of these Terms and Conditions of Contract, or any document or regulation issued by us made by any person other than us, including any Customers, employees, or our Authorized Agents, will be null and void. Only Arajet is authorized to alter the provisions of these Contract of Carriage, or to exempt compliance with them.

4. BOOKINGS

4.1 GENERAL

The Booking and these Terms and Conditions (including applicable Tariffs) together constitute the terms and conditions of contract between you and us.

We will only provide carriage to the Customer(s) named in the Booking who present a valid Booking Confirmation, duly issued by us, in respect of that person for the flight. You will also be required to produce valid Travel Documents identifying you as the Customer named in the Booking.

You accept full responsibility for ensuring you have all required Travel Documents as applicable at the time of travel and you agree that if the required Travel Documents are not provided to us at time of

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check-in you may be denied boarding and no refund or credit will be due to you.

Our Fares are non-refundable. In the event you do not use your Booking, and any Taxes you have paid to us have not been paid to the relevant authorities, a refund may be requested as detailed in Article 10. We strongly recommend you ensure you have an appropriate level of travel insurance to cover instances where you will be unable to use your Booking.

We will record your Booking in our reservation system. We, or our Authorized Agents will provide you with written confirmation of your Booking. In the case of a Booking made with our Call Centre you will receive a Booking Reference orally, in the case of a booking made via our Website, your Booking Reference will be displayed upon completion of the transaction. A Booking Confirmation will be issued, by email, to the contact details provided and recorded in your Booking.

A Booking is considered confirmed once we have received full payment for it. Payment can be made directly from you or via any third party, including but not limited to a travel agency. If full payment is not received for any reason within the first 24 hours, your reservation will be canceled, and we will not have any further liability to you. If you make your reservation within 24 hours prior to the flight date, full payment must be made before check-in. Please note that payment cannot be made at any of our airports; therefore, it must be done online or through calling our contact center, assuming the associated service fee.

The Booking you have purchased is valid for carriage only as shown on the Booking Confirmation for the Customer(s) named, from the Place of Departure to the Place of Destination on the date and flight number shown. You may be permitted to change the date and / or time of your Flight, subject to the applicable Fare Bundle; such changes may only be made by the Customer named in the Booking. Any additional Tariff due, in accordance with our Fare Bundle conditions will be calculated and you will be given the option of accepting the new Tariff or maintaining your original Booking.

We will not be liable to any person entitled to be carried by us, or for any refund in connection with a proposed flight if, in good faith, we provide carriage to a person purporting to be entitled to carriage or make any refund to the person entitled in accordance with Article 10.

We reserve the right to refuse a Booking, or refuse carriage, to any person, who has previously violated the terms of these Conditions of Carriage.

In the case of Colombia, the rates will be subject to reimbursement within the framework described in the local Colombian regulations.

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4.2 CANCELLATION OF BOOKINGS

Bookings are subject to cancellation without notice if:

- You do not have a boarding pass in-hand/digital at least one (1) hour prior to the Scheduled Departure Time
- You fail to make yourself available at the boarding gate at least forty-five (45) minutes prior to the Scheduled Departure Time. In the event of a delay to your Flight, you must remain in the boarding gate area for updates and possible early departures. We shall not be liable to any Customer who misses a flight, which departed earlier than the estimated departure time posted for the delay.
- You fail to travel on any Flight and fail to modify your Booking within the time specified in this contract of carriage.
- Such action is necessary to comply with any government regulation or direction, or to comply with any government request for emergency transportation in connection with the national defense.

Your Booking may be modified by us when said action is necessary or advisable due to Unforeseen Circumstances or Force Majeure. We will make all the necessary arrangements through the available channels to inform you of these changes as quickly as possible.

If we refuse to transport you, or your Baggage, for any of the reasons stated in this Article, you will not be eligible for Denied Boarding compensation or a refund, and we will have no further liability to you.

4.3 CUSTOMER INITIATED BOOKING MODIFICATIONS

Changes to the date or time of the flight must be made at least three (3) hours before the Scheduled Departure Time. A service fee may apply, subject to the conditions of the current Fare Packages at the time of booking, and any increase between the original Flight Fare and the new Flight must be covered by you before the change can be confirmed. Any additional Service booked with the original Flight will be transferred to the new Flight; however, if any Service, for example, a specific seat, is not available on the new Flight, an alternative will be offered to you.

4.4 CHANGES OF BOOKINGS

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Changes to the route are allowed, applying the fare difference and fuel cost. Additional services purchased outside of the fare package will not be transferable.

Changes to the name of any Customer in a Booking will be permitted if requested at least twenty-four (24) hours prior to the Scheduled Departure Time of the earliest Flight in your Booking. A Service Fee will be applied, and difference in Fare between the original and new Flights, subject to the bundle conditions in place at the time of Booking.

If you have identified an error in the name of a Customer in your Booking, you must contact our Call Center as soon as you receive your Booking Confirmation Email, and before you complete check-in (either at the airport or using our web check-in option). If the amendment is for three (3) characters or less, the correction will be made, and no fees applied. If four (4) or more characters are required to be amended this will be considered a Name Change and the relevant time limits, Service Fees and any Fare difference between the Fare on the date of booking and the Fare on the date of the change, will be applied. For travel to/from Brazil go to arajet.com/en/legal-forms.

You may request the cancellation of your Reservation and receive a full refund within a period of 24 hours from the time of purchase. However, there is an exception: you will not be eligible for a full refund if your first flight is scheduled to depart within less than 7 calendar days from the purchase date, even if you meet the 24-hour requirement. If you contact us not meeting at least one of these two conditions, you will be allowed to cancel your Reservation and receive a refund based on Article 10. Additionally, you may request a flight or name change, subject to applicable Service Charges and payment of any fare difference between the fare paid at the time of booking and the fare applicable to the new date you wish to make the change.

5. FARES, TAXES AND CURRENCY

5.1 GENERAL

Base Fares are subject to change until your Booking is confirmed. All Fares are per Customer for each Flight, we will advise you of any applicable taxes, fees, and other surcharges at time of booking; however, certain foreign countries may charge additional taxes and fees that are collected directly by the local government or local airport authority upon arrival or departure.

Our Tariff applies only for carriage from the Place of Departure to the Place of Destination unless we state otherwise.

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We offer a range of Fare Bundles, availability of which may be limited on each flight as determined by us.

Our Tariff is charged for each seat occupied by a Customer, regardless of their age.

When the Booking is paid, a Booking Reference is issued to you.

If the Booking is confirmed and the Booking Reference is issued before a Base Fare increase becomes effective, the Base Fare in the Booking will be honored. If the Base Fare decreases after you receive your Confirmed Booking we will not refund, pay, or make any adjustment to the original Base Fare. We reserve the right to collect additional taxes, fees or charges imposed by a governmental entity after the Booking has been confirmed, but before carriage is provided.

Customers are entitled to add optional Services, which will be confirmed in the Booking once the corresponding Service Fees are paid.

We may, from time to time, offer other fares with conditions differing to those published. These conditions shall prevail over the bundle conditions when they are contrary to the latter.

Our Tariff does not include in-flight services such as food and beverages, or ground transportation between airports or between airports and city terminals, which may be charged separately if we offer them, and you acquire them.

We may charge a surcharge for fuel, which will be included in the Tariff.

Customers are entitled to acquire additional Services if the corresponding Service Fee is paid. Such additional Services may be added to your Booking via our Website, call center, or at the airport. Different prices shall apply depending on the place and time of purchasing a Service.

5.2 CURRENCY/METHOD OF PAYMENT

Our Tariffs and Service Fees are published in different currencies. The accepted currencies for payment will be displayed on our website at the time of purchase.

We accept payments with credit or debit cards, as well as Arajet vouchers or coupons. Our airports exclusively take payments with credit, debit cards and cash for payment of Service Fees, note that you cannot pay tickets or pending reservation balance at the airport. The acceptance of certain franchises (Visa, Mastercard, Amex) at the airport could be limited depending on the country. Please note that

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you cannot pay for services at airports using an Arajet voucher.

We do not accept traveler's checks, certified (cashier's) checks or money orders as payment for Bookings or Service Fees.

If you have paid via credit or debit-card but that payment is not reflected in our systems, you may request for us to track such payment. If we are successful in locating the payment, but you were unable to travel, we shall issue an Arajet Voucher for the value in question, without this implying the acceptance of any liability whatsoever by us in this regard.

Tariff should be paid in the currency accepted by the airline. You may be charged a rate of exchange by your issuing bank; we are not responsible for any such fluctuations in these exchange rate.

6. SERVICES

6.1 GENERAL

If we make arrangements with any third party to provide any services, including carriage by air, or if we issue a Booking relating to transportation or services provided by a third party such as hotel reservations, car rental or travel insurance, in doing so we act only as your agent. The terms and conditions of the third party will apply to said services and we shall have no liability to you except for proven negligence on our part in making such arrangements.

If you select and pay for any Services, including but not limited to, Advanced Seat Selection, Priority Service, Carry-on Baggage, Hold Baggage or Airport Check-in, no refund will be due in the event you choose not to utilize the additional said Service on your Flight.

Infants seated on an adult's lap are not entitled to purchase any Services.

6.2 ADVANCED SEAT SELECTION

Our Advanced Seat Selection Service offers Customers the opportunity to select their preferred seat in advance of travel. This Service may be subject to payment of a Service Fee, this will vary depending on when and how you add the Service, please see our Website for full details.

If you do not add your preferred seat before you complete the check-in process, our system will randomly assign a seat to you for no charge. If there are multiple Customer in a Booking, we cannot guarantee that seats will be assigned together.

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Customers who have advised us of their special / medical requirements may be restricted from using this Service. If you have been unable to use this Service, please go to the airport check-in counter at least three (3) hours before your Scheduled Departure Time so that a seat may be assigned to you. The allocation of seats for people who require special assistance has no additional cost.

We have designated some specific seats for Customers traveling with Infants, Service Fees will vary, depending on the location inside the plane.

Customers who are travelling with a Pet or Emotional Support Animal may only choose from seats authorized for this type of Service. These will be displayed at time of Booking.

We will use best endeavors to honor all Advanced Seat Selection requests, however, by using this Service you agree that we retain the right to change your seat at any time, even after you have boarded the aircraft, for operational, safety or security reasons.

If you have paid for Advanced Seat Selection in good faith and have adhered to all requirements of the seat you have selected, but we, for operational, safety or security reasons have moved you to another seat, you will be entitled to a credit from us of the Service Fee paid, which will be provided to you in the form of an Arajet Voucher.

You can add your preferred seat at time of Booking or any time up to and including Boarding. Once selected, you can change your seat at any time; if you choose a seat with a higher Service Fee, the difference must be paid before the change is confirmed, if your change is for a seat with a lower Service Fee, your money will not be refunded.

If you select a seat located in an emergency exit row you must meet the requirements listed below. If you select an Emergency Exit Row and our crew have reason to believe you do not meet the criteria for seating in these rows you will be relocated to other seats in the aircraft and no refund will be due.

- Can understand instructions given in Spanish/English related to emergency evacuation.
- Be at least sixteen (16) years old.
- Not being pregnant or responsible for Children/Infants or Pet traveling on this flight.
- Have enough strength or dexterity to be able to open the emergency exit.
- Must be able to quickly activate the evacuation slide and help others off it.
- Have no visual, mobility, mentally or hearing limitations.
- Not require special handling or the use of a mobility aid or medical device
- Can adequately impart information orally in Spanish/English to other Customers.

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- Not require a seatbelt extension to secure yourself in the seat, as its use may increase the risk of tripping hazard.

It is your responsibility to notify Arajet of a unique seating need. In accordance with this Contract of Carriage, we may refuse to transport Customers who are unable or unwilling to comply with our seating requirements.

6.3 PRIORITY SERVICE

Our Priority Service offers Customers the opportunity to use our dedicated priority queues at the airport check-in counter and boarding gate.

In no case, will the Priority Service release a Customer from any obligation under these Conditions of Contract.

Service Fees for Priority Service will vary depending on when and how you add the Service.

6.4 ANIMALS

6.4.1. Route-Specific Requirements

Flights to and from the United States: Arajet only accepts properly trained service dogs in cabin with complete documentation as required by U.S. authorities. Emotional support animals and pets are not accepted on U.S. routes.

All other routes: Emotional support animals and pets may be transported in the cabin, subject to the general conditions bellow.

6.4.2. Animals General Policy

Animal transport is subject to the following general conditions, applicable to all routes:

- Arajet, under the conditions listed below, only accepts service animals, emotional support animals, and pets traveling in the passenger cabin. Arajet does not accept animals for transport in the cargo hold.
- Animals must be at least eight (8) weeks old to be accepted for travel.
- Pets classified as aggressive or brachycephalic breeds will not be accepted.

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- Each passenger may travel with a maximum of:
 - One (1) pet or emotional support animal, or
 - Up to two (2) properly trained service or assistance dogs.
- The passenger is fully responsible for the behavior and control of the animal throughout the entire journey.
- Arajet reserves the right to deny transport if the animal is deemed to pose a risk of disturbance in the cabin. In such cases, the reservation may be canceled without further liability to Arajet.
- Passengers are responsible for obtaining, completing, and presenting all documentation required for the transport of the animal, including vaccination records, import/export permits, health certificates, and any other documents required by authorities at the origin or destination.
- Arajet will not be liable for any costs incurred if an animal is denied entry by airport or government authorities, or any regulatory body responsible for the import or export of animals.

Arajet shall not be liable for:

- The feeding, care, or hygiene of animals
- Injuries or illnesses sustained during transport.
- The death of the animal during travel
- The refusal of any country, state, or territory to permit the entry or transit of the animal.

6.4.3. Pets in Cabin

You may travel with one (1) cat or dog in the cabin (no other animals will be accepted) under the following conditions:

- Pets must travel in a soft-sided carrier, no larger than 15"x9"x7" / 40x25x20cm. The combined weight of the carrier and pet must be less than 10kg. No other type of carrier (handbag, hard-sided carrier or any other type) will be accepted. The pet must be able to stand and turn around in the container.
- At no time during travel may the pet be removed from the carrier. If, for reasons of inspection or validation by authorities it is necessary to remove the animal from the carrier, they must be restrained by a leash and dogs must be muzzled.
- Pets are carried in the cabin for a fee, please visit our Website for more information.

For safety reasons we limit the number of animals onboard each flight, so we strongly recommend you add your pet to your Flight when making your Booking. If you attempt to add your pet to your

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booking at a later date and we have no availability, we will have no liability to you.

6.4.4. Emotional Support Animals

You may travel with one (1) cat or dog as an Emotional Support Animal in the cabin (no other animals will be accepted) under the following conditions:

- Your Emotional Support Animal must be able to fit on your lap (if the dog is smaller than a 2-year-old child) or fit within your foot space without blocking passage of any other passenger.
- You must provide supporting documentation from your physician justifying why you must travel with the emotional support animal; the certificate must include the signed letterhead of said professional and must not be older than one year before the date of the flight.
- Emotional Support Animals are carried in the cabin for a fee, please visit our Website for more information.

To avoid delays at the check-in we strongly recommend you add your Emotional Support Animal to your Flight when making your Booking.

6.4.5. Service Dogs and Assistance / Rescue and Search

You may travel with up to two (2) trained Service Dog or Assistance / Rescue and Search in the cabin (no other animals will be accepted) under the following conditions:

- Your Assistance / Rescue and Search / Service Dog must be able to fit on your lap (if the dog is smaller than a 2-year-old child) or fit within your foot space without blocking passage of any other passenger.
- Assistance / Rescue and search / Service Dogs are carried in the cabin for no charge.

To avoid delays at the check-in we strongly recommend you add your Assistance / Rescue / Search or Service Dog Service Dog to your Flight when making your Booking.

If your Assistance / Service Dog(s) is too large to fit in the seat(s) foot space you have purchased, you may purchase additional seat(s) to guarantee travel or wait for a flight that has sufficient empty seats available.

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6.5 EXTRA SEAT

If you would like to purchase an additional seat, you may do so by purchasing an additional ticket at the available fare; in addition, you must purchase the seat selection service and assign adjacent seats for both reservations. Please advise the airport and onboard personnel of the fact that you purchased an extra seat.

Animals and Sporting Equipment may not be placed in Extra Seats. Fragile Baggage and / or Musical Instruments may be placed in Extra Seats but may be no larger than 136x47x25cm in size and no heavier than 75kg.

6.6 ADDITIONAL & EXCESS BAGGAGE

Any Baggage in excess of your Carry-on Baggage Allowance and / or Hold Baggage Allowance will be subject to Service Fees.

You may purchase additional Hold Baggage in advance of travel on payment of the relevant Service Fees. A maximum of three (3) Hold Bags may be included for each Customer per Flight. Any additional Hold Baggage is not guaranteed carriage and will only be accepted at the airport check-in counter on payment of the relevant Service Fees, and subject to available space on the Flight. We accept no liability for there being no available space on your Flight.

6.7 TRAVEL ASSISTANCE SERVICE

Arajet acts exclusively as a merchandiser of this service, and its responsibility is limited to offering its passengers the possibility to purchase the Travel Assistance service through our sales channels. The terms and conditions of this service, as well as the coverages included, can be consulted on the program's website www.arajettravelassist.com or on the service provider's website www.ikeasistencia.com.

7. CHECK IN & BOARDING PASSES

All Customers must present their Boarding Pass together with their Travel Documents at the security points of the airport, the boarding gate and any other points as required by the airport or authorities.

Check-in can only be processed for Confirmed Bookings.

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7.1 CHECK-IN

7.1.1. Airport Check-in

Our airport check-in desks will be open three (3) hours before the Scheduled Departure Time and close one (1) hour before the Scheduled Departure Time.

Some Fare Bundles include the option of checking in for your Flight at the airport, if this Service is not included in your Fare Bundle a Service Fee will be charged. The Service Fee will also be charged if you have used our Web Check-in Service but have not bought a digital or printed copy of the Boarding Pass to the airport.

7.1.2. Web Check-in

Our Web Check-In opens twenty-four (24) hours before your Scheduled Departure Time and closes ninety (90) minutes before the Scheduled Departure Time.

All Customers travelling on a Booking must be checked in at the same time and you must have completed the process and received your Boarding Pass before the Check-in Deadline.

7.1.3. Check-in Deadlines:

You accept full responsibility for ensuring you allow sufficient time to complete the check-in process before this time, including allowing extra time during busy periods (special events, vacation periods) when the airport may be busier than usual.

If you do not complete the check-in process by the Check-in Deadline, we may cancel your Flight and not accept you for travel. No refund of the Fare will be due to you, but you may apply for a refund of any Taxes as detailed in Article 10. Any future Flights in your Booking will not be cancelled under this Article.

If you are travelling with Hold Baggage this must be checked in at the airport check-in counter no later than one (1) hour before your Scheduled Departure Time. If you present Hold Baggage after this time, we may refuse to transport your Hold Baggage. If Hold Baggage is accepted within one (1) hour of your Scheduled Departure Time, you agree that you waive your rights to any future claim or loss, financial or otherwise, that result from the delay in delivery and that you will be liable for any and all

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costs incurred.

We will have no liability or responsibility for Flights missed or Baggage delayed due to additional security/inspection screening by airport authorities.

7.2 EXCEPTIONS FOR PAYMENT OF BOARDING PASS SERVICE FEE

Certain customers who are unable to check-in online and print their boarding passes due to specific conditions will not be charged an airport fee. These specific conditions are outlined below. All passengers must arrive at the airport three hours prior to their departure time:

- Expectant Mothers
- Customers who had undergone recent surgical intervention.
- Customers carrying special Baggage such as musical and/or sports items.
- Customers with Disabilities
- Customers travelling with Animals.
- Customers who, due to their physical or legal condition, must notify their situation at the check-in counter to determine whether they may or may not board the flight.
- Customers with Respiratory Disabilities.
- Customer travelling to or from the USA.
- Passengers under 16 years old, or under 18 for Chile, and one companion on the same reservation.
- Customers purchasing checked baggage at the counter.

8. SECURITY POLICY

8.1 AIRPORTS

8.1.1. Objective

This Contract of Carriage is subject to laws, regulations, rules and security directives imposed by government agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activity. In the event of a conflict between the rules contained in this Contract of Carriage and applicable government laws, regulations, rules and safety directives, the latter shall prevail.

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8.1.2. Scope

These procedures may govern inspection of you and / or your Baggage, the security of the aircraft and the facilities, awareness and reporting of acts of illicit interference, training and planning of contingencies and emergencies at all points served by us.

8.2 BAGGAGE CONTROL

8.2.1. Hold Baggage

All Hold Baggage may be searched by any type of device or means, in the presence or even in the absence of you, and with or without your knowledge or consent, in order to avoid acts of unlawful interference or any damage to the aircraft, the Customers and third parties. This control will be exercised by the authorities of the corresponding country. Each Customer is responsible before us and the competent authorities for the content of their Baggage.

Neither of us, nor our Authorized Agents, will be responsible for any damage, destruction, loss, delay, refusal to transport, confiscation of property, etc. resulting from such security inspections or the refusal or your failure to comply with what is required in terms of security.

You must refrain from including in your Baggage any elements which may be affected or damaged by the x-ray or inspection machinery. You agree that we will have no liability to you for any such damage caused and that you accept liability for any damage caused to, or by, your Baggage.

8.2.2. Carry-on Baggage

All Carry-on Baggage and Personal Items may also be subject to security review, under the same conditions established for Hold Baggage as detailed in Article 8.2.1.

Additionally, all Baggage must comply with the rules and procedures established in Article 9 of this Conditions of Carriage.

8.3 CUSTOMER CONTROL

8.3.1. General

We, our Authorized Agents, airport or local authority personnel or any other such staff who are

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authorized to perform security protocols within the airport environment may review or search the Customers for the benefit of security, using any means designed for such purposes. Refusal by any Customer to a security search, of them or their Baggage, will result in the Customer and Baggage being denied carriage, no refund will be due, and we will have no further liability to you.

8.3.2. Customer Identification

You must identify yourself, at the time of check-in and boarding, by providing valid Travel Documents, as required by the competent Authority and the authorities at your Place of Destination and Place of Departure. Failure to produce Travel Documents will result in our refusal to accept you, or your Baggage, for carriage. Your Booking will be cancelled, no refund will be due to you, and we will have no further liability to you.

8.4 REFUSAL OF CARRIAGE

We may refuse to carry you and/or your Baggage if one or more of the following has occurred or we reasonably believe may occur:

- If the carriage of you or your Baggage may endanger or affect the safety of the aircraft of the safety, health or materially affect the comfort of other Customers or crew.
- If we believe you to be under the influence of alcohol or drugs or you are, or we reasonably believe you are, in unlawful possession of drugs.
- If your mental or physical state is a danger or risk to you, the aircraft or any person on the aircraft.
- If you refuse to allow a security check to be carried out on you or your Baggage
- If you have not obeyed the instructions of us or our Authorized Agents relating to safety or security, and / or have used threatening, abusive or insulting words or behavior towards us, our Authorized Agents or another Customer.
- If you have deliberately interfered with a member of the crew or our Authorized Agents in carrying out their duties.
- If we believe that you have placed the safety of our crew, a Customer or the aircraft in any danger.
- If you have made a hoax threat relating to bombs, biological, terror or chemical weapons or any of its like.
- If you have committed a criminal offence during booking, check-in or boarding processes on onboard the aircraft.
- If you do not have, or refuse to produce, valid Travel Documents, as required for your Booking, if you attempt to enter a country for which your Travel Documents are not valid or if you

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- destroy your Travel Documents during the Flight.
- If carrying you would break any governmental laws, regulations, or orders; or if you refuse to provide us with any information which a government authority has asked us to provide about you.
- If you have not provided us with a Confirmed Booking.
- If you have not paid the Tariff for your Booking.
- If you have presented us with a Booking acquired illegally.
- If you are unable to prove you are the person named in the Booking when presenting for check-in or boarding.
- If you have failed to present your Booking, Boarding Pass and / or Travel Documents when reasonably asked to do so.
- If you have failed to complete the check-in process before the Check-in Deadline or failed to arrive at the boarding gate on time.
- If you have behaved in any way mentioned above on or in connection with a previous Flight and we believe you may repeat this behavior.
- If, using our reasonable discretion, we or our Authorized Agents do not believe you meet the requirements in relation to your medical fitness to fly.

8.5 NON-SMOKING POLICY.

Smoking is strictly prohibited in any of the aircrafts owned or operated by us. Such Customers caught smoking on board the aircraft will be subject to the sanctions and penalties prescribed by the legislation in force.

The use of electronic cigarettes or vaporizers on board the aircraft is also prohibited.

8.6 USE OF PERSONAL DATA

8.6.1. Consent to the Use of Personal Information.

You acknowledge that personal data has been provided to us for the purpose of making a Booking for air transportation, obtaining Services, facilitating migration and entry requirements, and making such data available to government agencies. For these purposes, you authorize us to retain said information and transmit it to our own offices, other operators, or the providers of such services, in any country in which they are located. All Customer information will be handled in accordance with our Privacy Policy, as published on our Website.

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Personal information provided to us may only be used to formalize a Booking and enable performance of the contract of carriage and other additional Services, in accordance with the provisions of the Data Protection Laws.

You shall be liable for providing true information. We will not hold any liability for damages caused by false or wrong information provided by you or by the person who makes the Booking.

We, our third-party service providers and our Authorized Agents, will protect any Customer data to prevent the use thereof for improper purposes and such data will not be assign or traded under any circumstances.

We shall manage the information treatment, which includes collection, storage, use, circulation, deletion, transmission and/or transfer of data provided by the you for the implementation of the activities related to the Booking, including but not limited to; making/modifying a Booking, Flight cancellations and schedule changes, refunds, response to inquiries, complaints and claims, loyalty programs, accounting records, among others; processes in which third parties being the carrier service providers may be involved, including among others, reservation and distribution systems, call centers, the representatives, agents or intermediaries of the carrier, and third party service providers thereof, and that may be provided in countries other than the place where the Booking is made, as well as for any other purposes accepted by you under these terms and by the deadline established in the privacy policy of the carrier.

9. BAGGAGE

9.1 GENERAL

We shall transport your Baggage, provided that the corresponding Service Fees have been paid according to the Fare Bundle, for the number of pieces, the type of pieces, and the dimensions and weight, as applicable.

If an object is transported in violation of the provisions in these Conditions of Carriage, we shall not be liable for any loss or damage to such objects except as provided by applicable laws and conventions and you shall assume such risks.

We reserve the right to refuse to transport any Baggage at any time by reason of its size, condition, weight, or features, or by safety/security or operational reasons.

We may refuse to accept the declaration of value excess of the Hold Luggage when a portion of the

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transport will be provided by another Carrier.

If your Carry-On Baggage and / or Hold Baggage exceeds the weight or size permitted in your Fare Bundle (including any Additional Carry-On or Hold Baggage Allowance you have purchased), you must pay to check-in your Baggage as Hold Baggage and the relevant Service Fees must be paid before we will accept you and your Baggage for carriage.

9.2 BAGGAGE IN THE CABIN

9.2.1. *Personal item*

All Customers may take one (1) Personal Item into the cabin, weighing no more than 6kg and no larger than 15"x9"x7" / 40x25x20cm, including wheels and handles. For travel to/from Brazil go to arajet.com/en/legal-forms.

The Personal Item must be located under the Aircraft seat during the flight, except first row which must be placed in the upper bins.

If the Personal Item exceeds the maximum size or weight described in this Article, you must pay the relevant Service Fees to carry it as Carry-on Baggage. If you exceed your permitted Carry-On Baggage Allowance, as detailed in our Website, you will be required to check-in the item as Hold Baggage and the relevant Service Fees must be paid to us before we can accept you or your Baggage for carriage.

Adults traveling with infants may carry an extra Personal Item into the cabin for no additional charge.

Additional items: in addition to the personal item, a maximum of one (1) of the following items may can be carried under the care of the Customer and without additional cost: small camera, binoculars, reading material (book or magazine), jacket or a bag purchased in the departure airport duty free store, Assistance Devices, food for consumption on board the flight, outer garments (coats/hats/wraps) or Umbrella.

9.2.2. *Carry-on Baggage*

You may be permitted to take one (1) Carry-on Bag into the cabin, subject to the applicable Fare Bundle and / or Service Fees paid by you. We permit a maximum of one (1) Carry-on Bag per Customer.

Infants travelling on an Adults' lap are not permitted to add an Animal, Carry-on Bag or any other

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additional Baggage to their Booking.

Carry-on Baggage must fit into an overhead bin and be no larger than 22" x 18" x 10" (56x46x25 cm) including handles and wheels and maximum weight of 12 kilograms. Pieces exceeding these dimensions must be checked in as Hold Baggage and the relevant Service Fees must be paid before we will accept you or your Baggage.

Customers who have included carry-on baggage in their reservation may send it through the hold if they wish to do, without additional charge. Carry-on baggage sent through the hold must be delivered at the Arajat check-in counter. In these cases, Hold Baggage policies describe in 9.3 must be followed.

9.2.3. Restricted items in Carry-on Baggage

You may not carry the following items in your Carry-on Baggage:

- Pointed / edged sharp objects.
- Blunt instruments
- Explosives or flammable substances
- Chemical or toxic substances
- Scissors or any other sharp / bladed objects (including but not limited to icepicks or nail clippers as considered illegal by local law)
- Aerosols (including but not limited to hair spray, perfumes or cosmetics exceeding 0.5KG/L per article)
- Any other items which are deemed a security hazard by local law.
- Any other item which may resemble or have similar function to those stated above.

This list is not exhaustive and other items may be included. We reserve the right to refuse carriage of any item which we, or our Authorized Agents, deem as a threat to the safety or security of our aircraft, crew, or Customers.

Some airports or countries may have additional restrictions. It is your responsibility to comply with all local and national rules, regulations, and requirements.

9.3 HOLD BAGGAGE

9.3.1. General

We will not accept Hold Baggage of any kind with linear dimensions exceeding 366cm, or over 32kg

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in weight (this includes Musical Instruments and Sporting Equipment).

Each Customer may check-in a maximum of three (3) Hold Bags on each Flight. Hold Baggage and other Service Fees may be charged if you do not have a Hold Bag included in your Fare Bundle.

Relevant Service Fees must be paid before we will accept you or your Baggage for carriage. In the event we refuse to carry your Baggage, for any of the reasons detailed in these Conditions of Carriage, we will not be liable to you for any loss or damage, financial or otherwise, incurred.

Hold Baggage must be delivered to our check-in counter, and the Baggage Receipt received by you, before our Check-in Deadline. After this time, we may refuse to carry your Hold Baggage and we will have no liability to you in this regard.

We will only accept Hold Baggage which has clear identification of the owner, for example a baggage tag or label. Any locks or padlocks must be TSA approved.

Do not pack more than the bag can safely contain. Excessive items in your Hold Baggage could cause damage to your Hold Baggage and / or loss of your property, for which we will not accept any liability.

Hold Baggage will only be checked to the Place of Destination listed in your Booking.

When you deliver your Hold Baggage to the check-in counter you will be issued with a Baggage Receipt for each piece. You must retain the Baggage Receipt until you have received your Hold Baggage at the Place of Arrival. We will have no liability to you for damage, loss or delay of your Hold Baggage in the event you cannot provide us with the Baggage Receipt.

9.3.2. Items in Hold Baggage which shall limit our liability.

You must not include in your Hold Baggage any fragile or perishable items, or items of special value, as detailed in Article 9.8.

Fragile or perishable items must be carried in your Carry-on Baggage. We are not responsible for loss of or damage to these items, if, despite the fact that the item is forbidden under this Article 9, you include a fragile, perishable or valuable item in your Hold Baggage.

9.3.3. Other Hold Baggage which shall limit our liability.

You may bring as Hold Baggage: carry boxes, packages, Styrofoam coolers or plastic coolers. If you

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wish to check one of these items in as Hold Baggage you will be required to sign a limited release form whereby you will release us from any and all liability for loss or damage to the item during carriage.

- Coolers: cannot contain dry or wet ice, and only non-perishable food, dry food, canned food, food requiring no refrigeration may be carried and should be properly packaged.
- Cardboard Boxes: will only be accepted if they are in good condition for transport. Boxes must be completely sealed and reinforced both at the bottom and top to prevent the box from going to pieces when lifted. Each box should be marked with the full name, address, and phone number of Customer's permanent residence.
- Packages: a package is understood to be any package other than a suitcase, and which does not break during transit handling. Plastic or trash bags will not be allowed.

Except to the extent inconsistent with applicable laws, we will not accept liability for the damage caused to Hold Baggage because of normal wear and tear during course of any of the operations of carriage. Normal wear and tear include but is not limited to, minor cuts, scratches, scuffs, dents, punctures, marks, and soiling that do not impact the functionality of such Hold Baggage, in addition, loss of or damage to:

- Protruding parts such as wheels, feet, external pockets, pull and extending handles, hanger hooks, external locks, pull straps and security straps if this loss or damage occurred because of normal wear and tear.
- Articles due to a manufacturer's defect or due to overpacked Hold Baggage, or for the destruction, loss or damage that results from an inherent defect, quality, or vice of the Baggage.
- Articles which are strapped, fastened, or otherwise secured to other Hold Baggage which are not independently tagged and/or packaged (e.g., sleeping bags, umbrellas).
- Loss, damage, or delay as the result of actions taken by the Security, Customs, or other governmental agencies.
- Damage caused by a Customers' property, whether such damage is to the Customers' own property or to other's property.
- Damage resulting from liquids on or in Baggage, including from weather (e.g., rain, snow).
- Claims of missing or damaged articles if a Customer's Hold Baggage is not damaged, delayed, or lost.
- Claims of damage of the inside contents of hard-sided Hold Baggage if the outside of the Hold Baggage is not damaged.
- Claims of damage to or missing articles from travel seats or strollers when carried as Hold Baggage.
- Interim expenses incurred by a Customer with delayed Hold Baggage if the Customer fails

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to deliver the Baggage before the Check-in Deadline.

- Backpacks or knapsacks not designed for travel (e.g., made from plastic, vinyl, or other easily torn material, with easily bent material, with protruding straps or buckles.)
- Garment bags not designed for travel.

We will NOT accept any agricultural, or perishable items or products that do not conform to the Customs and/or Agricultural government entities of any foreign country that the Customer is entering into or leaving from on our Flight.

9.4 MUSICAL INSTRUMENTS

9.4.1. Musical instruments as Carry-on Baggage or Personal Item

Musical instruments may be carried into the cabin if they comply with our maximum size and weight limitations for Carry-On Baggage as detailed in our Website. If applicable, Service Fees will be charged, a maximum of one (1) Carry-on Baggage per Customer is permitted, including Musical Instruments.

9.4.2. Musical instrument occupying a seat.

You may take your Musical Instrument into the cabin and place it in the seat adjacent to you only if you book an Extra Seat, paying the applicable Tariff and Advanced Seat Selection Fees for yourself and the Extra Seat.

Musical Instruments may not occupy an emergency exit row seat or impede access in the aisle.

Musical Instruments placed in a seat may weigh no more than 75kg and be no larger than 136x47x25 cm.

You are responsible for the safe transport of your Musical Instrument within the terminal and when boarding and deplaning the aircraft. Our staff are not obliged to assist with transport or placement of any Baggage.

Your Musical Instrument must be appropriately packaged in a container or case in a manner to avoid possible injury to other Customers. It must be properly secured by the aircraft's seatbelt or other tie down having enough strength to eliminate the possibility of shifting under all normally anticipated flight and ground conditions. The instrument cannot block any Customer's view of the "SEAT BELT" sign, "NO SMOKING" sign or required "EXIT" sign.

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9.4.3. Musical instruments as Hold Baggage

You may check your Musical Instrument in as Hold Baggage. The weight shall not exceed 32kg nor shall dimensions exceed 366 linear cm, relevant Service Fees must be paid before we will accept your Baggage for carriage. Musical instruments as Hold Baggage should be well protected in a hard case and you must sign the limited liability receipt placed in the back of the bag tag, indicating that we will not be liable for any loss or damage to the musical instrument.

9.5 SPORT EQUIPMENT

Baggage considered sports items by us are golf, fishing and diving equipment, non-motorized single-seat bicycles properly packed (flat tires, handlebars must be folded, and pedals loose, also must have adequate protection) bowling, skiing, archery, camping, hockey or lacrosse, kitesurfing or kiteboarding equipment, rackets (2), oars (2), parachutes, pool cues, surfing, windsurfing equipment. Kayaks are not permitted for carriage on our Flights.

The relevant Service Fees must be paid before we will accept your sports equipment for carriage.

We do not accept firearms, sports weapons, hunting equipment or ammunition as Carry-on Baggage or Hold Baggage.

9.5.1. Sports equipment as a Personal Item

If the sports equipment complies with the measurements and weight of your Personal Item, it may be carried in the aircraft cabin for no additional Service Fees. Go to our Website for more information.

9.5.2. Sport equipment as Carry-on luggage

Sports equipment may be carried into the cabin if it complies with our maximum size and weight limitations for Carry-On Baggage as detailed in our Website. If applicable, Service Fees will be charged, a maximum of one (1) Carry-on Baggage per Customer is permitted, including Sports Equipment.

9.5.3. Sports equipment as Hold Baggage

You may check your sports equipment in as Hold Baggage. The weight shall not exceed 32kg nor shall dimensions exceed 366 linear cm, relevant Service Fees must be paid before we will accept your

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Baggage for carriage. Sports equipment as Hold Baggage should be well protected in a hard case and you must sign the limited liability receipt placed in the back of the bag tag, indicating that we will not be liable for any loss or damage to the item.

9.6 COLLECTION AND DELIVERY OF HOLD BAGGAGE

Whenever possible, Hold Baggage shall be carried on the same aircraft as you, unless, for security or operational purposes, we decide to transport it on another Flight, which shall be the closest possible to that on which you have been carried.

If you the baggage hall in the Place of Destination without complaint, this will be sufficient evidence that the Hold Baggage has been delivered in good condition and no subsequent claim for loss or damage will be upheld.

If Hold Baggage is carried on a Flight other than that which you travelled, we shall send it to the Place of Destination, unless, due to legal requirements, it is required to inspect the Baggage and the presence of the Customer is required for the inspection.

In the event your Hold Baggage is not in the baggage hall at your Place of Destination, of it is damaged on arrival, you must advise us before you leave the baggage hall by filing a Property Irregularity Report (PIR) with us or our Authorized Agents.

You must collect your Hold Baggage as soon as available from the baggage hall in the Place of Destination.

If Hold Baggage is not collected within one (1) month from the date when we make it available, we may dispose of it without your authorization.

If a person claiming a piece of Hold Baggage cannot produce the Baggage Receipt, we will deliver the Hold Baggage to them only on condition that they can establish to our satisfaction that the Hold Baggage is theirs, and, if required by us, such person shall provide is with adequate security to indemnify us for any loss, damage or expenses which may be incurred by us as a result of such delivery.

In case of a partial or total loss of Hold Baggage, we shall compensate you up to a maximum of One Thousand Five Hundred Nineteen (1,519) Special Drawing Rights (SDRs). If the value of the Hold Baggage or its contents exceeds this amount, we will not accept it for carriage. We will not recognize liability for any damage to or loss of Hold Baggage and/or its contents exceeding the stated value, and we do NOT accept declarations of higher value.

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9.7 DELAYED BAGGAGE - REIMBURSABLE EXPENSES

We will pay you reasonable interim expenses if your Hold Baggage has been delayed by more than twenty-four (24) hours from Scheduled Time of Arrival. Interim expenses incurred are limited to reasonable personal items, toiletries purchased because of the delay.

9.8 CONDITIONS FOR ACCEPTANCE OF SPECIAL, FRAGILE & PERISHABLE ITEMS

For safety and security reasons, all items must be securely packed inside a bag or case/container. Unsecured items may not be attached to a bag. Items that are packed separately will be considered two pieces of Hold Baggage and are subject to the relevant Service Fees.

Arajjet DOES NOT PROVIDE SHIPPING BOXES.

For travel to/from Brazil go to arajet.com/en/legal-forms.

NOTE: The following list is NOT all inclusive.

Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Alcohol	A maximum of 5 Liters or 1.3 gallons of liquor products containing more than 24% and no more than 70% alcohol by volume are allowed to be carried per Customer in Hold Baggage. Containers must be unopened and packaged so as not to break or leak. One airport shopping box or bag is permitted in addition to the standard Carry-on Baggage allowance. * Liquor products over 70% alcohol by volume (over 140proof) will NOT be accepted.	Yes – with exceptions*	Yes – with exceptions *	Yes
Antlers	Dimension (L + W + H) must not exceed 120 linear inches. Head/skull must be completely clean and free of residue. Points must be	No	Yes	Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
	covered and protected.			
Archery Equipment	Archery equipment must be packed in a case or in a container of sufficient strength to protect the bows and quiver with arrows from accidental damage.	No	Yes	Yes
Artistic Items	Items include but are not limited to: oversized pictures, drawings, statues, models, souvenirs, art objects, curios and similar articles.	Yes	Yes	Yes
Balls/ Balloons	Items include but are not limited to: Footballs, soccer balls, basketballs, volleyballs. Items may need to be slightly deflated for safe transport. Helium balloons may be transported if completely deflated.	Yes	Yes	Yes
Baseball Equipment	*while baseball equipment will be accepted, baseball bats will not be accepted as Carry-on Baggage.	Yes – with exceptions*	Yes	Yes
Bicycles	The carriage of Bicycles is subject to payment of the relevant Service Fees. Bicycle equipment may consist of one (1) non-motorized touring or racing bicycle with a single seat. Bicycles should be prepared for transportation by the Customer. Bicycle must be placed in a cardboard or hard cased bike container. Bicycle tires must be deflated. Bicycles not enclosed will NOT be accepted. * We reserve the right to refuse transportation of these items due to safety and/or operational limitations.	No	Yes – with exceptions*	Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Body boards, Boogie boards, Kiteboards, and Wakeboards,	One item includes one board with any keels or fins removed and placed in Hold Baggage to prevent damage. One item will count as a Hold Bag provided it does not exceed 62 linear inches. Service Fees will be applied	No	Yes	Yes
Bowling Equipment	* To be stowed onboard, bowling bags must fit under the seat in front of you and contain only one (1) bowling ball. Bowling balls may not be stowed in the overhead bins.	Yes – with exceptions*	Yes	Yes
Boxes and Plastic Containers	Boxes may be opened and inspected upon check-in. Boxes must meet the same restrictions contained in our Baggage acceptance policy. Boxes must have the strength to hold the contents. We are not responsible for packing/re- packaging any boxes. * Boxes may be transported as Hold Baggage to all destinations. Boxes containing or having contained hazardous material are NOT accepted.	Yes	Yes – with exceptions *	Yes
Camping Gear	Items include but are not limited to: Backpacks, sleepingbags, and knapsacks * Any dangerous goods such as flares, camping stove fuel, etc. are NOT accepted.	Yes – with exceptions*	Yes – with exceptions *	Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Ceramics/ Chinaware /Glass	Items include but are not limited to: Pots, statues, bowls, dishes, glasses, or other containers made of clay hardened by heat, earthenware, crockery, and containers or ornaments made of porcelain or baked clay, items made of or containing glass and similar articles. * To be accepted as Hold Baggage, these items must be packed properly.	Yes	Yes – with exceptions *	Yes
Dry Ice	We accept solid dry ice in quantities not exceeding 5.5lbs. in Carry-on or Hold Baggage. The following conditions apply: • The dry ice must be used as a refrigerant for the contents of the container. • The container must be ventilated to allow for the venting of carbon dioxide gas. • Additionally, as Hold Baggage, the package must: ○ Be clearly marked “DRY ICE” or “CARBON DIOXIDE SOLID” ○ Be marked with the net weight of the dry ice or an indication that the net weight of the dry ice is 5.5 pounds (2.5 kg.) or less.	Yes	Yes	Yes
Electric Chainsaws	Electric chainsaws must be packaged in original container or hard sided container for safe transport. *We do NOT permit other types of powered chain saws, such as fuel or gas powered, on any flight due to the international requirements for transporting hazardous	No	Yes*	Yes*

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
	materials.			
Electric bikes, Skateboards & Hover Boards	Electric skateboards, electric bikes and hover boards are NOT allowed for transport.	No	No	N/A
Electronic Cigarettes (e-cigarettes)	* E-cigarettes and other battery-powered smoking devices are NOT allowed to be used onboard our aircraft. Some prohibit the carriage of these devices in Carry-on Baggage, Hold Baggage, and/or on one's person, in which case we will enforce such prohibition(s).	Yes – with exceptions *	No	N/A
Electronics	Items include but are not limited to: All video and audio devices, televisions, radios, computers, stereo equipment, VCR players, VCR recorders and their accessories, typewriters, hair dryers, sewing machines (no needles), specialized equipment, and similar articles.	Yes	Yes	Yes
Firearms & Ammunitions	Araj et does not accept these items.	No	No	No
Fishing Equipment	Fishing rods/poles must be secured in a case or container. Customers may pack reels or fragile tackle that do not pose a security threat in their Carry-on Baggage. * Tackle Equipment such as sharp fishing may be considered dangerous, such as large fish hooks, should be sheathed, securely wrapped, and will be accepted as Hold Baggage only.	Yes – with exceptions *	Yes	Yes
	Golf bags containing golf clubs are exempt from Over-sized Bag Service Fees however,			Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Golf Equipment	Excess Baggage Weight Service Fees are applicable. Golf equipment should be enclosed with a cover to prevent loss of contents. Hard sided carriers are recommended. *Must be within size and weight limits for Carry-on Baggage	Yes – with exceptions *	Yes	(Soft-sided golf bags only)
Hockey Equipment	One item of hockey equipment includes two (2) hockey sticks (taped together) and one bag containing only hockey equipment. Bags containing hockey sticks are exempt from Over-sized Bag Service Fees however, Excess Baggage Weight Service Fees are applicable. *Hockey sticks will not be accepted as Carry-on baggage.	Yes – with exceptions *	Yes	Yes
Household Articles	Lamps, lamp shades, furniture and items of similar nature are acceptable if properly packaged and follow the measures established for baggage.	Yes	Yes	Yes
Ice	We do not accept any form of loose or cubed ice for transport to be packed in coolers, lunch bags, etc. * Frozen water in bottles or ice packs can be used as a refrigerant.	Yes – with exceptions *	Yes – with exceptions *	Yes
Incubators	Incubators are NOT allowed for transport.	No	No	N/A
Javelin/ Vaulting Pole Equipment	Vaulting poles and javelins are exempt from size limits; however, Over-sized Baggage Service Fees will apply if the item is greater than 62 linear inches. Excess Baggage Service Fees per KG are applicable. * We reserve the right to refuse transportation of	No	Yes – with exceptions *	Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
	these items due to safety and/or operational limitations.			
Kayak, Boat, Canoes	Kayaks, Boats, and Canoes are NOT allowed for transport.	No	No	N/A
Lacrosse Equipment	One item of lacrosse equipment includes two (2) lacrosse sticks (taped together) and one bag containing only lacrosse equipment. Bags containing lacrosse sticks are exempt from Oversized Bag Service Fees however, Excess Baggage Weight Service Fees are applicable * Lacrosse sticks will not be accepted as carry-on baggage.	Yes – with exceptions*	Yes	Yes
Lithium-Ion Batteries for Mobility	* A maximum of one spare battery not exceeding 300-watthours (Wh), <u>or</u> two spares' batteries not exceeding 160 Wh each may be carried in Carry-on baggage. Spare batteries are NOT accepted as Hold Baggage.	Yes – with exceptions*	Yes – with exceptions *	N/A

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Assistance Devices	Rechargeable lithium-ion batteries without a <u>protective housing</u> must be removed from the Assistance Device and battery terminals protected from short circuit. You must advise us of the battery location. Rechargeable lithium-ion batteries with a <u>protective housing</u> may remain installed and be checked with the Assistance Device only if it is securely attached to the device, and the terminals protected from short circuit. The battery cables may remain connected only if the device is protected from accidental activation. Lithium-ion batteries with a protective housing are not limited in Wh when checked with the Assistance Device.			
Lithium-Ion Batteries for Portable Electronic Devices	* Each installed or spare lithium battery must not exceed 100 Watt-hours (Wh). Additionally, each installed or spare lithium battery must be of a type proven to meet the requirements of each test in the UN Manual of Tests and Criteria, Part III, Sub-section 38.3. <u>Spare Batteries</u> Spare lithium batteries are accepted in Carry-on Baggage ONLY. A reasonable number of individually protected lithium-ion batteries each not exceeding 100 Wh, may be carried per Customer. Each spare lithium battery must be individually protected to prevent short circuits (e.g., by placement in original retail packaging, by otherwise insulating terminals by taping over exposed terminals, or placing each battery in a separate plastic bag or protective pouch).	<u>Installed and Spares</u> Yes – with exceptions*	<u>Installed</u> Yes - with exceptions * <u>Spares</u> No	No

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Lithium Metal Batteries for Portable Electronic Devices	* The lithium content for lithium metal (non-rechargeable) batteries may not exceed 2 grams per battery. Additionally, each installed or spare lithium battery must be of a type proven to meet the requirements of each test in the UN Manual of Tests and Criteria, Part III, Sub-section 38.3. Spare Batteries Spare lithium batteries are accepted in Carry-on Baggage ONLY. Spare batteries must be protected from damage and short circuit.	<u>Installed and Spares</u> Yes – with exceptions*	<u>Installed</u> Yes - with exceptions * <u>Spares</u> No	No
Martial Arts	Items include but are not limited to: Billy clubs, blackjacks, brass knuckles, kubaton, martial arts weapons, night sticks, nunchaku, stun guns, shocking devices and throwing stars.	No	Yes	Yes
Medical Portable Electronic Devices (M-PED)	Medical Portable Electronic Devices (e.g., External Defibrillator Life Vests) may be transported at no charge when carried by itself or with other Assistance Devices. These devices do not count towards your Carry-on Baggage allowance. * Please see Article 15.2.1 for information regarding when Medical Certificates are required. For battery requirements see Lithium-Ion Batteries for Portable Electronic Devices or Lithium Metal Batteries for Portable Electronic Devices as applicable.	Yes – with exceptions*	Yes – with exceptions*	N/A
Nebulizers, Respirators and Ventilators	These devices may be transported at no charge when carried by itself or with other Assistance Devices. These devices do not count towards your Carry-on Baggage Allowance. Such devices with labels showing that they meet FAA safety requirements can be used during flight.	Yes	Yes	No

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Non-Spillable Wet Batteries for Portable Electronic Devices	* For a non-spillable battery, each battery must not exceed a voltage greater than 12 volts and a watt-hour rating of not more than 100 Wh. No more than two (2) individually protected spare batteries may be carried per Customer. To be accepted as Hold Baggage, the battery terminals must be protected from damage and short circuit and be contained within strong packaging. The packaging must be marked "non-spillable".	<u>Installed and Spares</u> Yes – with exceptions*	<u>Installed and Spares</u> Yes – with exceptions *	No
Oxygen	Contained oxygen and other gasses, e.g., in cylinders, canisters are NOT permitted for carriage on Arajjet. We do NOT offer oxygen onboard our aircraft.	No	No	N/A
Paintball Equipment	Paintball guns are not considered a firearm and may be transported in unlocked, soft, or hard-sided Hold Baggage only. Compressed gas cylinders are NOT permitted for carriage on Arajjet.	No	Yes	Yes
Parachute Equipment	* Sporting parachutes are acceptable provided the parachute and its accessories do not include any items that are prohibited from being carried, e.g., compressed gas cylinders, flares, or other hazardous materials.	Yes – with exceptions*	Yes	Yes
Photographic Equipment	Items include but are not limited to: All cameras, VCR recorders/ players, photoflash equipment, photometers, spectrometers, photo tubes, and/or other similar devices using sensitive tubes or plates and film (still or movie), exposed or unexposed, as well as all related attachments or accessories. * Chemicals used for film development are NOT accepted for transport.	Yes – with exceptions*	Yes – with exceptions *	Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
Portable Dialysis Machines	Portable dialysis machines may be transported at no charge when carried by itself or with other Assistance Devices. These devices do not count towards your Carry-on Baggage allowance. * These devices are NOT permitted for use on Arajjet's aircraft.	Yes – with exceptions*	Yes	No
Portable Oxygen Concentrators	Portable Oxygen Concentrators (POC)'s (as detailed in Article 15.2.4) may be transported at no charge when carried by itself or with other Assistance Devices. POC's do not count towards your Carry-on Baggage Allowance. To be used onboard, a POC must be on the FAA approved list, or it must bear a permanent label on the exterior of the device containing the following certification statement: <i>"The manufacturer of this POC has determined this device conforms to all applicable FAA acceptance criteria for POC carriage and use on aircraft"</i> For more details please visit https://www.faa.gov/about/initiatives/cabin_safety/portable_oxygen	Yes	Yes	No
Precision Instruments	Items including but not limited to: Microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, medical equipment, and similar articles. * A limited liability release form is not required for medicalequipment.	Yes	Yes	Yes* with exceptions
Ski (water or snow), Snowboard and / or *Scuba Diving Equipment	One item of equipment will count as a Hold Bag. One item of ski equipment is considered: - One pair of skis, with one pair of ski poles, and one pair of ski boots; or - One snowboard and one pair snowboard boots.	No *Scuba Diving: Yes* with exceptions	Yes	Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
	Bags containing skis or snowboards are exempt from oversize limits; however, Service Fees must be paid for other Sports Equipment. <u>Note:</u> If boots are packed separately from ski/snowboard equipment, they must be in a ski/snowboard boot bag to be considered part of the one piece of Hold baggage. Compressed gas cylinders (scuba tanks), full or empty, will NOT be accepted for transport. * Sharp objects, such as unloaded spear guns, knives, and tools, must be packed in Hold Baggage only, and must be sheathed or securely wrapped.			
Skateboards	Non-motorized/non-battery-operated skateboards will be accepted. *To be accepted as Carry-on Baggage, the item must be within Carry-on Baggage size and weight limits and must be stowed with the wheels up, preferably under the seat. If placed in the overhead bin, the skateboard must be wheels up and stowed in a way to prevent rolling out of the bin when it is reopened.	Yes – with exceptions*	Yes	Yes
Smart Tags / Battery Powered Baggage	Battery-powered baggage and smart bags (e.g., baggage with built in batteries) are NOT allowed for transport.	No	No	N/A
Surfboards	Surfboards are included as part of your Hold Baggage Allowance and will be accepted subject to payment of the Service Fee. One bag containing up to two surfboards will be accepted as one piece of Hold Baggage. Oversize limits and charges are waived for surfing equipment. Overweight charges are waived for surfing equipment. Additional items	No	Yes – with exceptions*	Yes

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
	packed inside a surfboard case are not considered part of the surfboard equipment and additional charges will apply. * We reserve the right to refuse transportation of surfboards due to safety and/or operational limitations.			
Tools	Items include but are not limited to: Axes, hatchets, cattle prods, crowbars, hammers, drills, table saws, screwdrivers, wrenches, and pliers.	No	Yes	Yes
Wheelchairs	In addition to the standard baggage allowance and at no charge, we will accept wheelchairs and other Assistance Devices (manual and electric/battery operated) as Hold Baggage on the same flight as the Customer who uses the device, unless the Customer requests stowage of his or her manual folding and collapsible wheelchair within the aircraft cabin. At the time of check-in, electric-powered wheelchairs must have cables disconnected and terminals protected against electrical shortages. The battery must be disconnected, and terminals protected against electrical shorting and must be contained in a leak proof box fastened securely to the wheelchair. It may be necessary to remove the battery if the wheelchair cannot be loaded, stowed, and unloaded in an upright manner. We strongly recommend that Customers requiring this service check-in at least three (3) hours before departure.	Yes – with exceptions*	Yes	No
Windsurfing Equipment	A windsurf board that does not exceed 115 inches (294 cm) in length, a mast, a sail, and a kit to assemble the equipment are accepted, as long as	No	Yes- with exceptions*	N/A

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
	they do not exceed the weight or linear dimension limits described for checked baggage.			
Wood Carvings	* Customers transporting wood carvings to/from Jamaica are required to place the item(s) in HOLD baggage per Jamaican government regulations.	Yes - with exceptions*	Yes	Yes
Urns, Human/Animal Remains & Organs	We will NOT accept human, or animal remains and/or organs, except for cremated human or animal remains being transported as follows: To be transported as Baggage, the crematory container must undergo successful X-ray screening. If a container is made of a material that prevents screeners from clearly seeing what is inside, the container will not be allowed through the checkpoint. Per Authority guidance, out of respect to the deceased and their family and friends, under no circumstances will a Security officer open the container even if the Customer requests this be done. To be transported as Hold Baggage, the crematory container must be successfully screened during the Hold Baggage screening process. Security will screen the container for explosive materials/devices using a variety of techniques. Regulations recommend Customers transport remains in temporary or permanent containers constructed of light- weight materials such as plastic or wood that can be successfully x-rayed. NOTE: Documentation from the funeral home is not sufficient to carry a crematory container through security without screening. Countries have different regulations and document requirements for receiving cremated	Yes – with exceptions*	Yes – with exceptions*	No

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Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
	remains. It is your responsibility to obtain importation permission from the embassy (or appropriate government office) of the country to which you are traveling. We recommend you acquire the services of a funeral director to assist with the necessary arrangements			

9.9 PORTABLE ELECTRONIC DEVICES

Use of Portable Electronic Devices Onboard the Aircraft

Small authorized PEDs are devices under two (2) pounds and are of a size that can easily be placed in a seat pocket along with the other materials that are normally found in the seat pocket (Customer Safety Information Card, Menu and/or airsickness bag). They include devices like tablets, readers and mobile phones and may be used during all phases of flight including taxi, take-off, and landing. However, if using them during taxi, take-off, and landing, you must secure these devices by holding them, putting them in your pocket or holster, or placing them in a seatback pocket.

Large authorized PEDs are devices two (2) pounds or more such as full-size laptops. They must be turned off and stowed during taxi, takeoff, and landing. You can stow them by having them under the seat in front of you or in an overhead compartment. These devices may be used about 10,000 feet when authorized by a Flight Attendant announcement.

Headsets or earphones (buds) are required for any audible portable device and any cords or accessories must not impede emergency egress.

Devices must have their cellular network service disabled, commonly known as “Airplane Mode”, from the time the aircraft door is closed for departure from the gate until the aircraft is taxiing to the gate upon arrival when authorized by a Flight Attendant announcement. Cell phone use is still limited, and calls cannot be made during times when cellular network is to be disabled.

Items which may not be operated at any time inside the aircraft include TV receivers, remote controlled toys, e-cigarettes, radio transmitters and personal air purifiers.

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Due to safety concerns, Customers must comply with all crew members instructions regarding the use of portable electronic devices.

Following international restrictions and Pipeline and Hazardous materials Safety Administration (PHMSA) has issued an emergency order banning all Samsung Galaxy Note7 smartphone devices for air transportation. Samsung Galaxy Note7 devices may not be transported on anyone's person, or in any Baggage.

9.10 ANIMALS AND PLANTS

You are not permitted to carry in your Baggage any item whose entry into the country or other countries is prohibited or restricted, including but not limited to, animal matter and plants.

10. REFUNDS

Our Fares are non-refundable. We will refund you under these Conditions of Carriage, or other compensation in accordance with the applicable legal framework in cases of our liability. In any case, we will have a maximum period of thirty (30) days from the date of the refund request to refund the money.

Circumstances for a refund may include:

- You may request the cancellation of your Reservation and obtain a full refund if the conditions outlined in section 4.4 are met.
- Cancellation or extended delay of your Flight
- If you are Denied Boarding due to unavailability of a seat (whether due to overbooking or other operational requirements)
- If we have not provided a Service for which you have paid the relevant Service Fee (refunds will not be made where the Service was available, but you did not avail of the Service)
- Death or serious illness of a Customer (subject to receipt of official death or medical certification)
- Death of an immediate relative of a Customer (subject to receipt of official death certificate)
- Other circumstances for which we are obligated to refund you under local or international laws and regulations.

All refunds will be issued only to the original form of payment, except for reservations paid at the airport or in cash, in which case the refund will be processed only through an Arajet voucher valid for one year. For tickets with origin or destination Colombia paid in cash, the refund may be made in cash

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or in an Arajet voucher valid for one year at the customer's choice.

If any portion of the Fare was paid in cash, such portion will be reimbursed only through an Arajet voucher valid for one year and the other portion in the original form of payment.

For flights to and from Colombia, the figures of “Retracto y desistimiento” apply in accordance with the current regulations established therein.

Foreign Currency Refunds: we will pay the refund in the form that was used in purchasing the original reservation; however, cash refunds will be issued with a transfer or proof of return to the original method of payment, as applicable. Arajet will observe any refund restriction that may be published in the applicable rules governing the original transportation document.

All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Booking was originally purchased and of the country in which the refund is being made.

No refund will be applied when we provide alternative transportation accepted by you.

For these cases, Refunds, when applicable, may be made on all or part of the unused Tariff.

Taxes: In accordance with the applicable legislation, we will reimburse the taxes and fees that have not been transferred to the corresponding collecting entity. If they have been transferred, you may request the reimbursement at your own expense before the corresponding entity and we will not be responsible for said procedure. The refund requests for Taxes must be submitted within 7 days following the flight date.

The fuel charge (YQ) and charges paid for using Arajet channels are non-refundable.

10.1 INVOLUNTARY REFUND

If we are unable to provide a seat on your Flight and are unable to reroute you via another Flight, we will refund as indicated below:

- If no portion of the Booking has been used, the refund will be equal to the Tariff paid.
- If a portion of the Booking has been used, the refund will be equal to the amount of the unused Tariff.
- If your Flight is subject to a cancellation or delay of more than two (2) hours, you will have three (3) options available:
 - Re-accommodation on an alternative date or time of travel

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- An Arajet Voucher for future travel
- Full refund of the amount paid.

10.2 VOLUNTARY REFUNDS

Charges and Penalties: We may apply a reasonable processing fee for reimbursement when requested for reasons not attributable to us, including errors attributable to the Customer, including but not limited to duplicate Bookings or tax refund requests for non-use of a Flight or Booking. The requests for unpaid fees or taxes by the airline to the collecting entities must be submitted within a maximum of 07 days following the flight date.

11. TRANSPORT REFUSAL AND LIMITATIONS

11.1 DENIED BOARDING

We will not refuse to provide transportation based on race, color, national origin, religion, sex, or ancestry. Subject to these qualifications, we may refuse to carry any Customer, or may remove any Customer from his or her Flight, if reasonably necessary in our sole discretion for the comfort or safety of the Customer, for the comfort or safety of other Customers or our employees of, or for the prevention of damage to our property or the property of other Customers or employees.

When we are unable to provide a previously confirmed seat due to an oversell condition, we will take voluntary and/or involuntary denied boarding Customers:

- **VOLUNTARY**

If a Flight is oversold (more Customers hold Confirmed Bookings than there are seats available), no one may be denied boarding against his or her will until airline personnel first ask for volunteers who will give up their Booking willingly in exchange for payment of our choosing.

- **INVOLUNTARY**

If a Flight is oversold and there are not enough volunteers, other Customers may be denied boarding involuntarily in accordance with the following:

- i. No one may be denied boarding against their will until we first ask for volunteers who will give up their Booking willingly, in exchange for compensation of our

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- choosing.
- ii. Customers with Disabilities will not be denied boarding.
- iii. The last Customer(s) to check in may be denied boarding in the event of an oversell, weight and balance or reduction of aircraft capacity due to inoperable seats when required for operational or safety reasons.
- iv. We reserve the right to modify the manner of priority at any time.

11.1.1. Denied boarding regulations.

a. Compensation for Denied Boarding

If you have been denied a seat as per your Confirmed Booking, you are entitled to monetary compensation. In the case of an oversold flight, we will provide information and explain our obligation and the Customer's rights, in accordance with regulations.

b. Compensation of Involuntary Denied Boarding

If you are denied boarding involuntarily, you are entitled to a payment of "denied boarding compensation" from us, unless:

- i. You have not fully complied with your obligations under these Conditions of Contract; or
- ii. You are denied boarding because the flight is canceled; or
- iii. You are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; or
- iv. You are offered accommodations in a section of the aircraft other than specified in your Booking, at no extra charge (a Customer seated in a section for which a lower Service Fee is charged must be given an appropriate refund); or
- v. We can place you on another Flight or Flights that are planned to reach your Place of Destination within two (2) hours of the Scheduled Arrival Time in your Booking.

Airport agents will explain you the compensation policy.

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11.1.2. Alternate transportation

“Alternate transportation” is air transportation with a Confirmed Booking, at no additional charge, or other transportation accepted and used by the Customer in the case of denied boarding.

11.1.3. Method of payment

Except as provided below, we must give each Customer who qualifies for involuntary denied boarding compensation a payment by Arajet Voucher for the amount specified in our policies. The Arajet Voucher will be issued to the contact details as advised at time of booking, within forty-eight (48) hours.

We may offer free or discounted transportation in place of the Involuntary Denied Boarding Compensation payment. In that event, we must disclose all material restrictions on the use of the free or discounted transportation before you decide whether to accept the transportation in lieu of Involuntary Denied Boarding Compensation. You may insist on the Involuntary Denied Boarding Compensation or refuse all compensation.

Your Options: Acceptance of the compensation may relieve us from any further liability to you caused by our failure to honor the Confirmed Booking, however, you may decline the payment and seek to recover damages in a court of law or in some other manner.

11.2 ADMINISTRATIVE RULES

If you are denied entry into any country or territory, you shall be solely responsible for paying any fine or charge imposed by the relevant government or authority, and for bearing all corresponding transportation costs.

We will not refund the Tariff if entry has been refused or denied and will not be liable for damages resulting from your failure to comply with any Travel Document requirements; likewise, we shall not be liable for delays or boarding denials resulting from the non-compliance with any of your obligations.

If we are required to pay or deposit any fine and/or penalty or incur any expense because of your failure to comply with the standards or other requirements to travel to the country or territory in question, you shall reimburse us for any amounts paid and expenses incurred. You authorize us to compensate such amounts or expenses from the unused Tariff in your Booking, with any other fund in your possession, or to make a deduction from your credit card.

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12. SALES ONBOARD

We offer a Buy Onboard service on our Flights, which includes, without limitation, products such as: peanuts, chocolates, dairy products, among others. It is your responsibility to verify the content of the products you consume.

We shall not be responsible for the allergic reactions or of any other reaction or effect suffered by, or that any Customer may suffer, as a direct consequence of consuming such products sold on board.

13. SCHEDULES DELAYS AND CANCELATIONS

13.1 NOTIFICATION OF OPERATIONAL CHANGES:

In the event of any change in operation, in terms of Flight, Scheduled Time of Departure, change of equipment or, in general, any aspect that affects your Reservation, the Airline informs the passenger as soon as possible, by the fastest possible means (telephone, fax, email or text message by mobile phone no later than twenty-four (24) hours of in advance of the flight in accordance with the existing regulations on the matter, if applicable.

Notwithstanding the foregoing, they are exempt from the previous duty of information, within the stipulated period, when the changes are sudden and unforeseen caused by situations such as meteorological order, technical failures, operational conditions, or others occurred less than twenty-four (24) hours before the flight, which prevent their normal and punctual execution. These sudden and unforeseen changes will be informed to the passenger as soon as possible for the Carrier, by the means mentioned in the previous paragraph.

13.2 RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

The Carrier will carry out all the tasks that are in its scope with due diligence to perform the contracted transport in the terms established therein, notwithstanding the foregoing, it does not assume responsibility for changes of itineraries due to force majeure or fortuitous event. Therefore, the Carrier is not responsible for making connections (on its own flights or on flights of any other airline). In the event of failure to operate any Flight according to the schedule or change the schedule of any Flight, the 1999 Montreal Convention, or the Warsaw Convention, depending on the jurisdiction, shall apply.

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13.3 REBOOKING

The Airline will provide the passenger with the confirmed reservation with sufficient, complete, truthful, clear and timely information on flight delays, cancellation and / or diversion of these. During the flight, the passenger will be provided with the information he requires regarding the trip, as long as it is within reach of the Carrier's crew and does not hinder their work.

If you have a confirmed Reservation that is delayed due to a schedule irregularity (including, but not limited to, cancellation of a flight, omission of a scheduled stop, replacement of equipment or change of schedule), the Carrier will book on the first flight on which seats are available for the Destination at no additional charge to the passenger. Our staff will focus on rebooking as many Customers as possible on alternative flights, either directly to the destination or through connections through other airports to better meet the Customer's needs. Notwithstanding the foregoing, the passenger may not agree to be accommodated on another flight of the Carrier or another Carrier and request a full refund of the ticket amount.

A change may be made to your Flight without a Service and/or fare difference when the Booking is affected by a cancelled Flight, an eligible schedule change or a delayed Flight (greater than two hours from the Scheduled Departure Time) provided:

- i. The same Place of Departure and Place of Arrival are booked and.
- ii. The new dates of travel are within seven (7) days of the original Flight date).

We will not reimburse you for flights booked on other carriers.

13.4 AMENITIES/SERVICES FOR CUSTOMERS

We will not be liable for expenses incurred because of a Flight delay, cancellation, or schedule change due to Force Majeure. Arajet may provide limited amenities and services, which may be required by certain Customers to maintain their safety, health, and welfare. Amenities provided by us are provided as a courtesy to the Customer and are not to be considered our obligation.

In the case of a Flight cancellation, if rebooking options are available the following day, and the cancellation was due to our failure, hotel accommodation will be offered for non-local customers. However, if the cancellation is caused by Force Majeure, we cannot offer such accommodations. We will, nevertheless, make reasonable efforts to provide information enabling Customers to secure accommodations on their own. No lodging will be provided to a Customer on any Arajet Flight which

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is delayed or canceled in the originating city on the Booking.

When, for reasons beyond our control, the Contract of Carriage cannot be carried out under the agreed conditions, we may:

- i. Use a different airplane from the one scheduled.
- ii. Use the services of another Carrier; and/or
- iii. Alter or omit Stopover points.

We may offer you carriage on another Carrier on which there is space available during the next 48 hours after the original Flight.

13.5 CANCELLATIONS, DETOURS, DELAYS,

Except as provided by applicable laws and conventions, we are relieved of all liability related to the delay, cancellation, or detour of your Flight, resulting from Force Majeure.

Except as provided by applicable laws and conventions, when the Booking cannot be completed due to delay, cancellation, or detour of the Flight, resulting from Force Majeure, you may receive a refund of the unused Tariff without any penalty whatsoever being imposed.

If, once the Booking has started, it is interrupted due to delay, cancellation, or detour of the Flight, resulting from Force Majeure, we shall be required to carry out the transportation, using the fastest mode of transport available, and to take you to your destination, unless you choose instead to receive a refund of the unused portion of the Tariff.

In these cases, we will provide other compensation as provided by applicable laws and conventions. In these cases, we shall bear reasonable room and board expenses resulting from any interruption in case you choose not to take the refund.

13.5.1. Diversion of aircraft

If we are required to divert an aircraft to land at a location other than the Place of Destination, return an aircraft to a gate during taxi prior to takeoff or if a Flight is delayed due to a Customer's disruptive or disorderly conduct, We will be entitled to reimbursement from said Customer for the additional costs that we incur for such incidents including, but not limited to, costs to accommodate other

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Customers, excess crew and ground handling costs, fuel and fees. The amount due will be as determined by us.

14. CONDUCT ON BOARD THE AIRCRAFT

14.1 GENERAL

You are required to: (i) behave appropriately so as not to endanger persons or property, or limit or impede the crew activities; (ii) comply with the instructions of the crew including those concerning the use of tobacco and the consumption of alcohol or drugs; (iii) behave appropriately so as not to cause damages or injuries to the other Customers or the crew. We may take those measures considered necessary to prevent a Customer's behavior which does not conform with the foregoing obligations. Without prejudice to any criminal proceedings that may be required, a Customer violating any of these obligations may be off-loaded at any point, their Booking will be cancelled, and we will have no further liability.

You are obliged to abide by the instructions of our staff at all times, including during the flight. In accordance with the Law, the flight commander is the highest authority on board the aircraft, so the other crew members and all the Customers during the Flight will be under his authority.

You must refrain from any act that may threaten the safety of the flight, the crew, your own safety and that of other people or things on board. When events occur that may cause or cause inconvenience, that are contrary to laws, regulations and procedures, or that may compromise the safety of the flight, the Customers, the crew, our property or the property of other Customers, the crew of the respective flight has full autonomy to take the actions it deems pertinent in order to manage and control the situation. Said actions may lead to the disembarkation of a Customer, the refusal to transport said Customer, the immobilization of the Customer when required and any other measure that is necessary.

The use of portable electronic devices on board the aircraft when the cabin crew makes the corresponding announcements, includes the following devices: portable cameras and video recorders, calculators, recorders, electronic games, music players, personal computers, handheld video game consoles, tablets, and cell phones in airplane mode only.

Items of Permitted Use. These are items that can be used at any time inside the aircraft. These include equipment installed by us, electronic watches, hearing aid devices, implanted medical devices, noise reduction hearing aids, vital medical support equipment, personal oxygen concentrators, among others.

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14.2 ACTIONS AGAINST SECURITY

Among other actions, you must refrain from:

- Unfastening your seat belt or getting up from your seat at times not authorized by the crew.
- Operating during the flight or its preparatory phases, as indicated by the crew, restricted use items in accordance with the provisions of this Contract and as indicated in the aircraft's security card.
- Theft or misuse of life jackets and other emergency equipment or other existing elements on board the aircraft or at airports.
- Theft of blankets, pillows or any other item, equipment or property belonging to us or other Customers.
- Obstructing or destroying the fire alarm and detection systems or other equipment installed in the aircraft.
- Smoking in any part of the aircraft.
- Assuming attitudes or expressing comments that may generate panic among other Customers.
- Verbally or physically attacking any of the Customers or crew members of the aircraft or ground personnel serving it.
- Assuming obscene conduct or performing obscene acts.
- Entering the aircraft in a state of alcoholic intoxication or under the influence of drugs or prohibited substances.
- Any other act or fact that is considered improper by us, the competent Authorities and the rules and good customs.

The crews are empowered to take the actions they deem necessary to prevent and control prohibited conduct.

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15. SPECIAL NEEDS CUSTOMERS

15.1 PRISONERS

We will not transport prisoners in the custody of law enforcement under any circumstances, with or without restraints.

15.2 CUSTOMERS WITH DISABILITIES

All Customers with disabilities will be provided transportation except when refused transportation per the International Regulations regarding safety. Customers with disabilities need not give us an advance notice. A 48-hour advance notice is only required for the services, equipment, and accommodations regarding nondiscrimination based on a disability in air travel.

Attendants: Customers with disabilities are not required to travel with an attendant unless it is determined by us that an attendant is essential for safety regarding nondiscrimination based on a disability in air travel. Our personnel are not obligated to provide special assistance for personal needs (e.g., assistance in actual eating, assistance within the restroom, provision of medical services).

For the transportation of Customers that require special attention during the flights due to special physical and / or medical conditions the following guidelines should be considered:

- i. A visually impaired Customer may travel with or without an Assistance Dog. The Assistance Dog should travel at the feet of the Customer. A window seat shall be assigned.
- ii. Assistance Devices such as: crutches and walkers can go in the cabin of the plane; they can also travel in the aircraft hold at no additional cost.

Customer with reduced mobility is required to travel with an attendant in the following cases.

- i. The Customer, due to mental disability, is unable to comprehend or respond appropriately to safety instructions.
- ii. The Customer has mobility impairment so severe that they are unable to physically assist themselves in the event of an evacuation.
- iii. The Customer has both severe vision and hearing impairments preventing them from

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establishing some means of communication with our personnel that is adequate to comprehend or respond appropriately to safety instructions.

NOTE: Attendants must be at least 16 years of age at the time of travel.

15.2.1. Carriage of Customers with special medical conditions

Customers who have a special medical condition and / or who have undergone surgical procedures on dates prior to the flight are carried only in accordance with the following guidelines:

- i. Customers with medical conditions must notify us about such medical condition through either the call center, the web page or at the airport at least twenty-four (24) hours or more in advance, except for flight to/from the United States.
- ii. Likewise, they are required to attend the Airline Check-in counter at the airport at least three (3) hours before the flight and submit a medical certificate issued no more than twenty-four (24) hours before the Scheduled Departure Time of the Flight, with a validity of at least ten (10) days. Such certificate shall indicate the physician's professional registration as well as the health condition of the Customer and their fitness to fly. If travelling with an Assistance Device, POC or other medical equipment, this item must be noted on the medical certificate as required by the Customer.

15.2.2. Policy for the carriage of Customers with mental or psychological disability

A Customer who, due to mental disability, is unable to comprehend or respond appropriately to safety instructions, for any reasons, should not travel alone and will require an attendant.

Customers who show alterations of personality or conduct that present a threat to the safety of the Customer and/or to others are not allowed to travel on our Flights.

This condition must be informed to us during the booking process, and at least twenty-four (24) hours or more prior to the Scheduled Departure Time, either through the call center, the Website or at the airport.

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15.2.3. Communicable disease

If a Customer has a disease that is potentially transmissible during flight, a medical certificate is required and must state that the Customer's condition would not be communicable to other Customers during the normal course of the flight. If it is potentially transmissible during the flight, but this can be prevented if certain conditions or precautions are implemented, the certificate would have to describe those conditions or precautions. In such instances, we will put forth reasonable effort to carry out these measures, however, if we are unable to do so, the Customer will not be permitted to travel.

15.2.4. Respiratory assistive devices/portable oxygen concentrators (POC)

We do not provide oxygen service on our aircraft.

The transportation of oxygen bottles and generators are totally forbidden, both in the cabin and in the hold of our aircraft.

Certain respiratory assistive devices (including portable oxygen concentrators, respirators, and ventilators) which are approved by the FAA for use in flight may be used on board our aircraft. Customers using such permitted devices must do so strictly in accordance with applicable regulations, including the carriage of sufficient batteries. For details of FAA approved POCs please visit <http://1.usa.gov/1MefUvG>).

Our personnel are not trained to assist with or operate such devices.

The POC must be placed under the seat in front of the Customer's seat.

To ensure our airport staff are aware of your POC, and to reduce the possibility of any delays at check-in or airport security, we recommend you contact our Call Centre at least forty-eight (48) hours before Scheduled Departure Time.

A Customer carrying a POC must take the following into account:

- The POC and its batteries must be provided by the Customer and, must comply with the specifications described in the international air transport regulations related to Dangerous Goods.

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- The Customer must be aged sixteen (16) years or older on the date of Flight or be travelling with an attendant who is.
- The Customer must be able to hear the alarms that the POC might transmit, see the alarm indicators, or be travelling with an attendant who can.
- The Customer must travel with sufficient batteries with a battery life equivalent to 150% of the flight time scheduled as per the Itinerary. The total batteries include the one installed in the POC.
- The Customer shall ensure the POC, and its batteries are in good condition, free of damage, and must be packaged as a unit avoiding the contact between them so as to protect them from damage or short-circuiting.
- Users of POC may not be seated in emergency rows or on any other seat blocking the access of another Customer to the aisle.

We shall not be obligated to provide batteries, power or any support or equipment for the POC during the Flight.

15.2.5. Medications and sharps

You must provide a medical certificate in English or Spanish, signed and stamped by a doctor, not a nurse. The medical certificate must state you are fit to fly and are able to administer your own medication (or will be accompanied by an attendant). Medication and / or sharps must be labelled correctly. We reserve the right to refuse carriage, with no refund or credit due, if a correctly completed medical certificate is not provided.

15.2.6. Severe allergies and special dietary requirements

We recommend Customers who suffer from severe allergies travel with a medical certificate and related medication. You may bring your own food onboard but:

- Our crew are not permitted to heat Customer's own food since our ovens may have been used to heat other food to which you may be allergic.
- Our crew are not permitted to refrigerate Customer's own food.
- Food must be free from strong odor to avoid inconvenience to other Customers.

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- We are unable to provide any napkins, cups, glasses etc. where you have provided your own food.

15.2.7. Medical implants

We recommend you carry a medical certificate / letter to avoid any delays during airport security.

15.2.8. Plaster casts

If you have a half plaster cast on your leg (boot type) or your arm is in plaster you must provide a medical certificate, signed by a doctor, not nurse stating you are 'fit to fly'. You must be able to use the bathroom unaided and the plaster cast must be at least forty-eight (48) hours old.

If you have a full leg, body or any other plaster cast which restricts your ability to sit in a standard aircraft seat you must contact us before making your booking, and at least forty-eight (48) hours before your planned travel date, as special arrangements must be confirmed for you to travel.

15.3 CARRIAGE OF WHEELCHAIRS

15.3.1. Customers with Reduced Mobility

We will carry Wheelchairs and other Assistance Devices as Hold Baggage for no charge. You must attend the airport check-in counter when it opens three (3) hours before Scheduled Departure Time, our staff will check your wheelchair in as Hold Baggage and issue you with a Baggage Receipt. Assistance Devices powered by non-spillable batteries may be checked in as Hold Baggage for no charge, provided that the plugs are protected against short circuits, the battery is located inside a container, and the wheelchair is secured to protect it from damages caused by the movement of other baggage.

Wheelchairs and other Assistance Devices powered by battery are accepted for carriage only if they do not affect the safety of the Flight. Wet or acid batteries are considered dangerous goods and will not be accepted for travel. You must read our conditions for acceptance of batteries as detailed in Article 9.8

If you require a wheelchair and / or escort to move around the terminal you must advise us when making your Booking, and at least forty-eight (48) hours before your Scheduled Departure Time. This time limit is not applicable to flights to or from the United States.

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For all flights except those to/from the United States this wheelchair and / or escort service is granted from the check-in counter to the boarding gate or the aircraft door. On arrival, this service is provided up to the airport drop off point at the entrance of the terminal, not including the parking lot. For flights to/from the United States the service is granted from the terminal entrance.

Customers with reduced mobility who can support themselves in the event of an evacuation, may travel without an attendant.

Customers with reduced mobility who cannot support themselves in the event of an evacuation, must travel with an adult attendant aged sixteen (16) years or older and with no limitations. The attendant must pay the full Tariff.

15.4 PREGNANCY

Expectant mothers are urged to consult with their physician on whether it is safe to travel by air, including with due consideration the possibility of turbulence, cabin pressurization, significantly increased risk of deep vein thrombosis associated with pregnancy, and lack of ready access to medical care. This is particularly important for women travelling on or after their seventh month of pregnancy, who are urged to obtain an examination from her physician shortly before flying to confirm that flying by air will be safe. Women with a history of complications or premature delivery should not fly at all. By travelling with us, expectant mothers acknowledge and accept these risks.

Expectant mothers more than thirty (30) weeks pregnant should not travel by air, unless the trip is strictly necessary. If you are between thirty (30) and thirty-five (35) weeks pregnant you must present a document that exonerates the airline from any responsibility for any eventuality that may arise due to their pregnancy during the flight.

If you are more than thirty-six (36) weeks pregnant we are unable to accept you for travel unless you provide us with medical authorization as below:

- a) Be dated within ten (10) day of travel.
- b) Be written or printed in Spanish or English
- c) State clearly the number of weeks of pregnancy and the expected due date
- d) Confirm the pregnancy is free of any complications.
- e) Confirm the Expectant Mother is 'fit to fly' (exact names passenger as per the booking)
- f) Be signed and stamped by a Doctor. Medical certificates signed by nurses or midwives will not be accepted.

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We reserve the right to deny boarding to an expectant mother if we believe air travel will endanger the health of her or the unborn child. A refund for the Fare may be requested.

Expectant mothers may not be seated in emergency exit rows.

15.5 CUSTOMERS OF SIZE

The purchase of more than one seat for use by a single Customer is required to accommodate a Customer of size who encroaches on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered.

The Customer of size can either select and pay for a front row seat or add an extra seat in their Booking, by paying the applicable Tariff, following the conditions in 6.5.

If you are a Customer of size and you do not select and pay for a front row seat, or extra seat, we will move you to the next available flight for no charge.

16. CHILDREN & INFANTS

16.1 ACCOMPANIED CHILDREN

16.1.1. Route-Specific Requirements

Flights to and from Chile: In accordance with the requirements of the Dirección General de Aeronáutica Civil (DGAC):

- Passengers under twelve (12) years of age must be accompanied by one or both parents.
- Passengers between thirteen (13) and seventeen (17) years of age must be accompanied by a responsible adult.

Failure to comply with the adult-to-minor ratio or to present the required documentation may result in denial of boarding without liability to Arajet. The airline reserves the right to request proof of compliance at any time prior to or during the trip.

Flights to and from Chile are subject to the general conditions below.

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16.1.2. General Rules (All flights except those listed under exceptions above)

Children and infants are accepted for transportation on flights as follows:

- Children under sixteen (16) years of age are accepted when accompanied on the same flight by another customer who is at least sixteen (16) years of age.
- All children, regardless of age, must present the travel documents required for the trip. These documents must be provided at check-in.

Child traveling with both parents: If the Child or Infant is traveling with both parents, the following must be provided:

- Travel Documents required for all Customers in a Booking
- Birth Certificate of the Child. Copies are not accepted as document of identification.

Child traveling with one of their parents: If the Child or Infant is traveling accompanied by one parent, or an adult different than the parents/legal representative or guardian the following must be provided:

- Valid Passport or documents required for both, parents and minor.
- Birth Certificate of the minor and statement by which the legal representation is established, or Birth Certificate with the record of the legal representation of the minor.
- Written permission to leave the country duly certified by a notary, consular authority or any other authority, duly certified by apostille or legalized, as appropriate, signed by the parent not accompanying the minor. Permission to leave the country granted for minors must have a departure date and a return date, the name.
- of the person traveling with the minor, the place where he/she is going, and the purpose of travel.

Minors traveling without their parents: If minors are traveling without their parent or legal guardian, there must be at least one adult over 18 years of age for every ten (10) minors. The accompanying adult must be on the same flight and remain available to supervise during the journey. The adult is responsible for ensuring all documentation required by immigration or other authorities is in order. Failure to meet these requirements may result in denial of boarding without liability to Arajët.

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16.2 UNACCOMPANIED CHILDREN

We do not accept unaccompanied Children on our Flights.

16.3 STROLLERS FOR CHILDREN AND INFANTS

One (1) Stroller (i.e., collapsible stroller, compact folding stroller, or folding wagon) will be accepted for free per children or Infant. If the item cannot be fit within the overhead compartment, we will check it at no additional cost.

If your stroller includes a battery or portable charger, please refer to our Batteries and Electronic Equipment guidelines for additional information included in the section 9.8 CONDITIONS FOR ACCEPTANCE OF SPECIAL, FRAGILE & PERISHABLE ITEMS.

16.4 INFANTS

We encourage all Customers traveling with Infants to purchase a seat for the infant and secure the infant in an FAA approved car seat; however, an adult Customer with a Confirmed Booking may carry on their lap one (1) Infant who is older than eight (8) days and under two (2) years of age (24 months). Infants will pay five percent (5%) of the applicable Tariff in addition to the government-imposed taxes and fees. Once an Infant reaches their second birthday, they are no longer permitted to travel as a lap infant and must be booked as a Child, with their own seat. We reserve the right to request documented proof of age for any Infant. Please be prepared to provide documentation (birth certificate, passport, etc.) upon request.

An Infant, age seven (7) days or less or an Infant requiring an incubator or other life-support systems cannot be accepted for travel on our Flights.

Adults travelling with an Infant on their lap are allowed to bring for free one (1) of the following three (3) items on board:

- A diaper bag
- A small folding stroller for infants
- An infant seat (only if the infant has a purchased seat)

Infants travelling on an adults' lap are not permitted to add an Animal, Carry-on Bag or any other

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additional Baggage to their Booking.

16.5 CAR SEATS

One (1) car seat may be carried on board the aircraft at no additional extra cost if a seat has been purchased for the Infant. To be accepted for use on board, car seats must be FAA approved and conform to the following guidelines:

- Car Seats manufactured before 2/26/1985 must bear the label "This child restraint system conforms to all applicable federal motor vehicle safety standards."
- Car Seats manufactured after 2/25/1985 must bear the following two labels:
 - i. "This child restraint system conforms to all applicable federal motor vehicle safety standards" and,
 - ii. "This restraint is certified for use in motor vehicles and aircraft."
 - iii. "This child restraint system conforms to all applicable federal motor vehicle safety standards" and,
 - iv. "This restraint is certified for use in motor vehicles and aircraft."

Car Seats bearing the approval of a foreign government or seats manufactured under the standards of the United Nations are also acceptable.

Car seats may not occupy a seat in an exit row, the row in front of or behind an exit row, or any seat equipped with an inflatable seat belt.

CARES Child Aviation Restraint Systems are acceptable for use on board as an alternative to a car seat. A CARES device is a child safety harness that has been approved by the FAA to be used for aviation use only.

17. DAMAGES

We shall not be liable for the loss, damage, or expense incurred by you resulting from the non-compliance with your obligations set forth in the Contract Conditions.

We shall be liable for claims in respect of your bodily injury or death, or for the delay or loss of Hold Baggage, under the terms, limits, and conditions established in Contract Conditions.

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If you wish protection against transportation risks at a higher amount, an insurance policy should be purchased at your own cost.

18. APPLICATION

The terms and conditions established in this Conditions of Carriage apply to the carriage of Customers and Baggage on our Flights and those operated by Carriers with which we have commercial cooperation agreements. Unless otherwise established herein, these Conditions of Carriage only apply to Flights where the name Arajet and/or our Airline Designator Code is indicated in the Confirmed Booking.

Without prejudice to the right to information you are entitled to in accordance with the current legislation, we reserve the right to enter into commercial cooperation agreements with other Carriers. This means that although our Airline Designator Code is shown on the Booking Confirmation and Boarding pass, the Carrier that will operate the Flight may not be us.

Without prejudice to your rights, we reserve the right to entrust one or more Carriers, with the carriage referred to in these Conditions of Carriage, which you accept by agreeing to be subject to the contract and/or the carriage conditions of the Carrier undertaking the transportation.

If carriage is performed pursuant to a Charter Agreement, these Conditions of Carriage shall apply only to the extent to which they are incorporated by reference or otherwise in the Charter Agreement.

Disputes: Any conflicts or disputes in relation or in connection to these Conditions of Carriage rendered by us shall be finally settled in Spanish under the Rules of Arbitration of the Alternative Resolution Center of the Chamber of Commerce and Production of Santo Domingo (Reglamento de Arbitraje del Centro de Resolución Alternativa de Controversias de la Cámara de Comercio y Producción de Santo Domingo) by one or three arbitrators appointed in accordance with the said rules, thus waiving the Customers to any other venue that may correspond to them by virtue of their current or future domiciles. All national and international regulations or conventions on Air Transportation shall be applicable to the process, including but not limited to regulations issued by IDAC and / or JAC. However, it is understood that any claim should be processed for a period no less than thirty (30) days before initiating any legal procedure, in the interest to pursuit an understanding.

For the resolution of complaints or claims in the application of these Conditions of Carriage, the airline has channels on its website to resolve these types of procedures.

Passengers must submit any complaints or disputes regarding services provided by Arajet within 7

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calendar days of the Service date. This period may vary according to the regulations in force in each country, and those regulations take precedence over what is stated in this document.

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19. ANNEX 1 CONNECTIONS

This Annex forms part of the Conditions of Carriage and sets forth the terms and conditions applicable to connecting flights operated by Arajet, S.A. In accordance with the Conditions of Carriage, these terms and conditions are applicable unless they are inconsistent with local, national, or international laws, in which case such laws shall apply, and it is the passenger's responsibility to verify such laws. If one or more of these Conditions of Carriage is invalid, all other conditions shall remain valid. We will observe the conditions in force at the time of the Confirmed Booking in question.

19.1 GENERAL

1. If the passenger travels with a connection, they will be attended by the airport staff from origin to final destination doing a connection in Santo Domingo, where you must do an aircraft change, this means that we will provide at origin 2 boarding passes, and the checked baggage will be checked through to final destination. It will be the passenger's responsibility to go to the boarding gate at the connecting airport.
2. Additional services are charged through final destination, except for seats which will be charged and selected per flight.
3. On connecting itineraries, changes to individual flights are not permitted, any changes to the entire connecting itinerary must be made prior commencement of the first flight in the connection.
4. It is not a connecting flight when the passenger has 2 independent reservations, in this case what is described in this annex is not applicable and the passenger will be responsible for connecting at his own risk with the next flight.
5. The Airline will seek to facilitate connections for Passengers and their baggage between Arajet's own flights or with airlines with which it has connection agreements.
6. Refunds for applicable connecting flights shall be governed by the provisions of Section 10 of the Conditions of Carriage.
7. Only for connecting flights from or to COLOMBIA, the client can apply for the regulations applicable to Retraction and Withdrawal as appropriate and it shall be performed within the term established in the Colombian legislation.

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8. If you miss your connection due to an aircraft delay, or if your flight is cancelled, you will be relocated to the airline's next available flight at no cost.
9. If you lose your connection due to a liability outside the airline as defined in our conditions of carriage, the airline will NOT be responsible for the associated expenses of relocation on another flight, expenses and stay.
10. In the case of cancellations apply as defined in our conditions of carrier 13. SCHEDULES DELAYS AND CANCELATIONS
11. Local authorities in the Destination or Connection point may deny you entry. In these cases, by legal provision, the Passenger must return on the next flight with availability, to the point of origin, assuming the associated return costs.

19.2 PASSENGER RESPONSIBILITIES

1. Inform yourself and comply with all the necessary requirements for your transport of your pet (if applicable), in the country of origin, connections and destination. The care of the pet throughout the trip, including the connection point, is responsibility of the passenger. The airline is not responsible for feeding, grooming or other requirements associated with pets.
2. Verify entry and exit requirements, including but not limited: documentation, sanitary requirements, among others, required by the authorities in the countries of origin, connection points and/or final destination.
3. For luggage, verify the regulatory requirements and carry the documentation required by the authorities in the countries of origin, points of connection and final destination.
4. Arrive at the departure gate at the connection point no later than 30 minutes before the scheduled departure time.

20. ANNEX 2 ON GROUND TRANSPORTATION SERVICE BETWEEN LAS AMÉRICAS INTERNATIONAL AIRPORT IN SANTO DOMINGO AND PUNTA CANA INTERNATIONAL AIRPORT

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If you wish to obtain detailed information about the terms and conditions of the ground transportation service, we invite you to read the terms and conditions of the ground transportation service (operated by a third party), available at <https://www.arajet.com/en/conditions-section>.