



**DYNAMIC
INTERNATIONAL
AIRWAYS**

DYNAMIC INTERNATIONAL AIRWAYS, LLC

CONTRACT OF CARRIAGE EFFECTIVE

December 1, 2014

DYNAMIC INTERNATIONAL AIRWAYS

CONTRACT OF CARRIAGE

1. Introduction
 - a. Application of Conditions
 - b. Definitions
2. Reservations
 - a. Reservations
 - b. Group Policies
3. Fares
 - a. Application of Fares
 - b. Stopovers
 - c. Special Fares
4. Tickets
 - a. Tickets
 - b. Ticket Acceptability
 - c. Refunds
5. Check In
 - a. Boarding Passes
 - b. Check-in Requirements
6. Acceptance of Passengers
 - a. Refusal to Transport
 - b. Carriage of Children
 - c. Passengers with Disabilities
 - d. Pets
 - e. Law Enforcement and Search and Rescue Dogs
7. Baggage
 - a. Carryon Baggage
 - b. Acceptance of Checked Baggage
 - c. Surveillance and Inspection of Baggage
 - d. Checking of Baggage
 - e. Free Checked Baggage Allowance
 - f. Excess, Oversize, and Overweight Baggage Charges
 - g. Special Items
 - h. Conditional Acceptance
 - i. Limitations of Liability
8. International Travel
 - a. Application of Montreal Convention
 - b. Baggage
 - c. Delay of Passengers
 - d. Death or Injury of Passengers
 - e. Time Limitation on Claims and Actions
9. Service Interruptions
 - a. Failure to Operate as Scheduled
 - b. Denied Boarding Procedures
 - c. Ground Transportation
10. Miscellaneous
 - a. Personal Injury or Death Claims

1. Introduction

a. Application of Conditions of Contract

- (1) Passenger transportation by Dynamic International Airways, LLC. (hereafter "Carrier") is subject to the following terms and conditions, in addition to any terms and conditions printed on or in any Ticket or Ticketless Travel Confirmation, specified on Carrier's Internet site with respect to electronic ticketing, or published in Carrier's schedules. By purchasing or accepting transportation, the passenger agrees to be bound thereby.
- (2) Carrier reserves the right, in its sole discretion and to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this *Contract of Carriage* without prior notice. All changes must be in writing and approved by a corporate officer of the Carrier. To the extent there is a conflict between the *Contract of Carriage* and information printed on the Ticket or specified on the Carrier's website, the *Contract of Carriage* governs.
- (3) Applicable terms and conditions are those in effect as of the date a Passenger commences travel on a given itinerary. In the event these conditions of Carriage are amended after a Ticket is purchased but prior to commencement of travel in a way that substantially affects the terms and conditions of a Passenger's Carriage, a full refund of the Ticket price may be requested if the Passenger does not agree to be bound by the conditions as amended.

b. Definitions

Baggage means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronics bags, computer and equipment cases, briefcases, typewriters, and similar articles, whether carried by the passenger in the cabin or carried in the aircraft cargo compartments. Coats and wraps, when carried by the passenger in the passenger cabin, will not be considered as baggage.

Baggage tag/Baggage Check means a document issued by Carrier solely for identification of checked baggage, a portion of which (Tag) is affixed by Carrier to a particular article of checked baggage for routing purposes and a portion of which (Check) is given to the passenger for the purpose of claiming the baggage.

Boarding Pass means a document issued by Carrier entitled Boarding Pass bearing the Passenger's first and last name, flight number and date, departure and destination airports, and a boarding group letter and number, which represents the Passenger's boarding group and reserved spot in the boarding group line. A Passenger must have a Boarding Pass to be considered as having Confirmed Reserved Space as defined in Section 9.B.(1).

Carriage means the transportation of Passengers and/or Baggage by air, gratuitously or for hire, and all services of Carrier related thereto.

Carrier means Dynamic International Airways, LLC and its officers, employees, contractors and agents acting in their official capacities.

Checked Baggage means Baggage of which Carrier takes sole custody and for which Carrier has issued a Baggage Claim Check and affixed a Baggage Tag.

Flight Coupon means the portion of the Passenger Ticket that is valid for Carriage.

Force Majeure Event means any event outside of Carrier's control, including, without limitation, acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Carrier's service, mechanical difficulties by entities other than Carrier, Air Traffic Control, the inability to obtain fuel, airport gates, labor, or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by Carrier.

Individual with a disability means a person who:

1. has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities;
2. has a record of such an impairment; or
3. is regarded as having such impairment, as further defined in U.S. Department of Transportation regulations at 14 C.F.R. § 382.3.

Nonstop Flight means a flight scheduled to operate between origin and destination airports without any intermediate stops.

One-way means Scheduled Air Service on Carrier from an originating airport to a destination airport.

Passenger means any person, except members of the Crew working on the flight, who is carried or will be carried in an aircraft with the consent of Carrier and is bound by this *Contract of Carriage*.

Qualified Individual with a Disability, as defined in 14 CFR § 382.3, means an individual with a disability who, as a Passenger:

- (i) With respect to obtaining a Ticket for air transportation on Carrier, offers, or makes a good faith attempt to offer, purchase, or otherwise validly obtain a Ticket.
- (ii) With respect to obtaining air transportation, or other services or accommodations.
 - a) Buys or otherwise validly obtains, or makes a good faith effort to obtain, a Ticket for air transportation on Carrier and presents himself at the airport for the purpose of traveling on the flight to which the Ticket pertains.
 - b) Meets reasonable, nondiscriminatory *Contract of Carriage* requirements applicable to all Passengers.

- (iii) With respect to accompanying or meeting a traveler, using ground transportation, using terminal facilities, or obtaining information about schedules, fares, reservations, or policies, takes those actions necessary to use facilities or services offered by Carrier to the general public, with reasonable accommodations, as needed, provided by the Carrier.

Roundtrip means Scheduled Air Service on Carrier from an originating airport to a destination airport and back to the originating airport or carrier-recognized co-terminal.

Same-Plane Service means service between an origin and destination airport with scheduled stops at one or more intermediate airports. With the exception of unexpected ground delays or other unforeseen flight disruptions, Passengers on Same-Plane Service are not required to disembark the aircraft at any intermediate stop.

Scheduled Air Service means any current or future flight published on Carrier's website or in computer reservation system used by Carrier.

Standby Passengers means Passengers who will be enplaned on a flight subject to availability of space at departure time and only after all Passengers with Confirmed Reserved Space for such flight have been enplaned on such flight. Standby status applies to all scheduled stops at any intermediate points on the flight.

Ticket means the electronic confirmation number or paper document with confirmation number issued by Carrier or an authorized travel agent, which provides for the Carriage of the Passenger occupying a single seat.

2. Reservations

a. Reservations

- (1) Confirmation of Reservations. A reservation on a given flight is confirmed by the issuance of a Ticket.
- (2) Cancellation of Confirmed Reservations.
 - (i) Passenger Initiated Cancellation Prior to Date of Travel. If a Passenger cancels his reservation prior to the date of travel, his ticket is eligible for a refund or the funds will be available for future use consistent with the fare rule and refund procedures specified in Section 4c.
 - (ii) Check-in Requirements. Failure of the Passenger to obtain a Boarding Pass and be present, available, and appropriate as discussed in Article 6 for boarding in the flight's boarding gate area at least ten minutes before the scheduled departure time may result in cancellation, at the Carrier's sole discretion, of the Passenger's reservation without notice. Article 5 contains additional information on Carrier's check-in procedures.
 - (iii) Conditions Beyond Carrier's Control. Carrier will refuse to carry and will cancel the reservations of any Passenger when such refusal is necessary to comply with a government regulation, a request for emergency transportation in connection with the national defense, or when necessary or advisable by reason of weather or other conditions beyond Carrier's control.
 - (iv) Multiple Reservations. Dynamic prohibits multiple reservations for the same passenger departing from the same city on the same date. Furthermore, without notice to the passenger or purchaser, Dynamic may cancel such reservations or any other reservations that it believes, in its sole discretion, were made without intent to travel.
 - (v) Limitation of Liability. Carrier is not liable for any type of special, incidental or consequential damages when it cancels the reservations of any Passenger pursuant to Section 2a(2); however, the fare paid for the unused portions of travel that are cancelled by Carrier may be refunded or applied toward the purchase of future travel in accordance with the applicable fare rules and with Article 9.

b. Group Policies

- (1) **Groups Booked as Individuals.** When ten or more Passengers are booked by a single individual, company, corporation, booking agency, or other entity for travel on the same scheduled flight(s), the reservations must be made as a group through the Carrier's Group Desk, and all applicable group policies and procedures must be followed. If a booking entity fails to make such reservations as a group, Carrier reserves the right, in its sole discretion, to assess a penalty upon and/or revoke the authority of the booking entity to sell Carrier's transportation services.
- (2) **Multiple Group Reservations.** Carrier reserves the right to:
 - (i) Limit seats by flight for group reservations.
 - (ii) Cancel group reservation requests.
 - (iii) Make changes to group reservations to accommodate Carrier's flight schedule.
 - (iv) Not accept group reservations.
 - (v) Require that group reservations be converted to ticketed individual reservations at the applicable individual fare or be forfeited if group reservation utilization reveals what Carrier considers, in its sole discretion, to be an inadequate usage of reserved seats.
- (3) **Travel on Group Reservations** is valid on flights operated by Dynamic International Airways only and is not available for travel on itineraries that combine flights with other carriers.

3. Fares

c. Application of Fares

- (1) Transportation is subject to the fares and charges in effect when the Ticket is purchased. The fare is guaranteed once a reservation is made and a Ticket is purchased. If a Ticket is purchased before an increase in the fare becomes effective, the Ticket shall be honored for transportation between the airports and at the fare for which it was purchased.
- (2) Changes to any portion of a Ticket initiated by the purchaser, Passenger, or his authorized agent after its original issue will be subject to the fares, fare rules, and charges in effect on the date the change is initiated. A change constitutes a change in flight number, origin, destination, intermediate points, flight date, class of service, or fare.

d. Stopovers

A stopover is an intentional interruption of the itinerary by the Passenger. No stopovers are permitted on published fares, except upon combination of individually purchased One-way fares.

e. Special Fares

(1) Infant Fares

(i) Infants at least 7 days old and younger than two years of age on the date of travel, traveling on a confirmed reservation and occupying a reserved seat, with or without the use of an FAA-approved child restraint device, are eligible for discounted Infant Fares. This rule also applies to infants younger than 14 days of age traveling on a confirmed reservation and who are permitted to fly in accordance with Section 6b.

(ii) For Domestic Travel:

At the time of check-in, either government-issued photo identification or another identification document acceptable to Carrier bearing the birth date of the Passenger who is traveling on an Infant Fare must be presented to Carrier.

(iii) For International Travel:

At the time of check-in, a passport issued to the infant, bearing the Date of Birth (DOB) or and adult passport with the infant added, with the DOB of the infant, must be presented to the carrier.

(2) Child Fares

(i) For Domestic Travel:

At the time of check-in, either government-issued photo identification or another identification document acceptable to Carrier bearing the birth date of the Passenger who is traveling on a Child Fare must be presented to Carrier.

(ii) For International Travel:

At the time of check-in, a passport issued to the child, bearing the Date of Birth (DOB) or and adult passport with the child added, with his/her DOB, must be presented to the carrier.

(3) Senior Fares

(i) Discounted Senior Fares may be available for some but not all flights depending on particular dates, times, and routings. Passengers at least 65 years old on the date of travel are eligible for Senior Fares.

(ii) At the time of check-in, a Passenger traveling on a Senior Fare must present either government-issued photo identification or another identification document acceptable to Carrier bearing the Passenger's birth date.

4. Tickets

f. Tickets

- (1) No person shall be entitled to transportation except upon presentation of a valid Ticket or proof of identification acceptable to Carrier to confirm that transportation has been purchased. Such Ticket shall entitle the Passenger to transportation subject to this *Contract of Carriage* and, in particular, certain terms and conditions as follows.
 - (i) Such Ticket is valid between the points of origin and destination via the specific routing designated on the Passenger's itinerary only.
 - (ii) Passenger is in compliance with fare requirements as provided in Section 3c, including proof of age and status where applicable, that entitle the Passenger to discounted fares.
 - (iii) Passenger is in compliance with any other requirements of the Passenger's fare class.
 - (iv) The Passenger's Ticket is in the Passenger's own name.
 - (v) The Ticket has not been altered, mutilated, or improperly issued.
- (2) Tickets are Nontransferable. Tickets, and any travel credit issued for unused Tickets, are nontransferable unless specified explicitly on the Ticket. Carrier is not liable to the holder of a Ticket for use or refund of such Ticket when presented by a person other than the person to whom the Ticket was issued. If a Ticket is used by a person other than the person to whom it was issued, Carrier shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.
- (3) Purchase of Additional Seat.

The purchase of more than one seat for use by a single Passenger is required when necessary to accommodate large persons or to transport large musical instruments or electronic audio/video, medical, or otherwise sensitive equipment unsuitable for Carriage as Checked Baggage, as specified in Article 7.

It is the Passenger's responsibility to notify Carrier of any unique seating needs. In accordance with Article 6, Carrier may refuse to transport individuals who are unable or unwilling to comply with Carrier's seating requirements. Purchase of an extra seat will be charged at the same price paid for the original ticket.

g. Ticket Acceptability

- (1) Tickets Accepted. Carrier will accept only tickets issued by Contracted Ticketing Representatives. Any Tickets issued in conjunction with travel on another airline will not be accepted unless required by federal government regulation or at the Carrier's sole discretion.
- (2) In the event that a Passenger does not comply with the terms and conditions in this *Contract of Carriage*, their Ticket shall be invalidated, and Carrier or Contracted Ticketing Representative has the right to:
 - (i) Cancel any remaining portion of the Passenger's itinerary.
 - (ii) Refuse to allow the Passenger to board or check Baggage.
 - (iii) Confiscate the Ticket.
- (3) Paper Tickets. When a Passenger loses his paper Ticket or a portion of his paper Ticket, the Passenger will be required to purchase another Ticket, at the fare at which the Ticket or portion thereof was originally purchased, before transportation will be furnished for the itinerary on the lost Ticket. The Carrier and Contracted Ticketing Representative will not replace or refund lost paper Tickets.

h. Refunds

- (1) Refundable Tickets. Fully or partially unused refundable tickets may be submitted to Contracted Ticketing Representative for possible refund. Tickets that have been purchased on the carrier website or with the carrier call center may be submitted for a refund back to the Carrier. Passengers should always contact the original issuer of the ticket for their specific refund policy and procedures.
- (2) Delays or Involuntary Cancellations. If a Passenger's scheduled transportation is cancelled, terminated, or delayed before the Passenger has reached his final destination as a result of a flight cancellation, Carrier-caused missed connection, flight delay, or omission of a scheduled stop, Carrier will either transport the Passenger at no additional charge on another of Carrier's flights, refund the fare for the unused transportation, or provide a credit for such amount toward the purchase of future travel.

5. Check In

a. Boarding Passes

- (1) General. Boarding Passes may be obtained from Dynamic International Airways at the airport at:
 - (i) E-Ticket Check-In kiosks (where available), (ii) skycap podiums (where available), (iii) ticket counters, or (iv) departure gate podiums. Carrier reserves the right, in its sole discretion, to restrict Boarding Pass distribution to the departure gate podium.
- (2) Standby Travel. Boarding Passes for Standby Passengers are available for issuance only at the flight's departure gate.
- (3) Invalid Boarding Passes. A Boarding Pass that has been altered, mutilated, or improperly issued shall not be valid and will not be accepted by Carrier.
- (4) Transferability. Boarding Passes are nontransferable unless explicitly stated on the Boarding Pass. Carrier is not liable to the holder of a Boarding Pass for use of such Boarding Pass when presented by a person other than the person to whom it was issued. If a Boarding Pass is used by a person other than the person to whom it was issued, Carrier shall not be liable for the loss, destruction, damage or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

b. Check-in Requirements

- (1) Passenger should arrive at the airport 3 hours before scheduled flight departure.
- (2) The cut-off time for check-in for a flight is 60 minutes prior to the scheduled flight departure. NO Exceptions.
- (3) 20-Minute Rule. Failure of a Passenger to obtain a Boarding Pass and be present, available, as described in Section 6 for boarding in the flight's boarding gate area at least twenty (20) minutes before the scheduled departure time may result in cancellation of the Passenger's reservation without notice at the Carrier's sole discretion.

6. Acceptance of Passengers

i. Refusal to Transport

General. Carrier may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Passenger in any of the circumstances listed below. The fare of any Passenger denied transportation or removed from Carrier's aircraft en route under the provisions of this Article will be refunded in accordance with Article 9 of this *Contract of Carriage*. The sole recourse of any Passenger refused transportation or removed en route will be the recovery of the refund value of the unused portion of his Ticket. Under no circumstances shall Carrier be liable to any Passenger for any type of special, incidental, or consequential damages.

- (1) Safety. Whenever such action is necessary, with or without notice, for reasons of aviation safety.
- (2) Force Majeure Event: Whenever advisable due to Force Majeure Events outside of Carrier's control, including, without limitation acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Carrier's service, mechanical difficulties by entities other than Carrier, Air Traffic Control, the inability to obtain fuel, airport gates, labor, or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by Carrier.
- (3) Government Request or Regulation. Whenever such action is necessary to comply with any Federal Aviation Regulation or other applicable government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.
- (4) Interference with Flight Crew. Passengers who interfere or attempt to interfere with any member of the flight crew in carrying out its duties.
- (5) Search of Passenger or Property. Any Passenger who refuses to permit the search of his person or property by Carrier or an authorized government agency for explosives, hazardous materials, contraband, or concealed, deadly, or dangerous weapons or articles.
- (6) Proof of Identity. Any Passenger who refuses upon request to produce positive identification acceptable to the Carrier.
- (7) Incompatible Medical Requirements. Carrier will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on Carrier's aircraft: medical oxygen for use onboard the aircraft except FAA-approved and Carrier accepted Portable Oxygen Concentrators (POCs), incubators, medical devices requiring electrical power from the aircraft, or travel on a stretcher.

- (8) Comfort and Safety. Carrier may refuse to transport, or remove from the aircraft at any point, any Passenger in any of the circumstances listed below as may be necessary for the comfort or safety of such Passenger or other Passengers and crew members:
- (i) Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating, violent, or whose clothing is lewd, obscene, or patently offensive.
 - (ii) Persons who are barefoot and older than five years of age, unless required due to a disability.
 - (iii) Persons who are unable to occupy a seat with the seatbelt fastened.
 - (iv) Persons who appear to the Carrier to be intoxicated or under the influence of drugs.
 - (v) Persons who are known by the Carrier to have a communicable disease or infection and whose condition poses a direct threat as defined in 14 CFR § 382.3 to the health or safety of others.
 - (vi) Persons who have an offensive odor, unless caused by a disability.
 - (vii) Any person who cannot be transported safely for any reason.
- (9) Weapons. Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry Passengers who meet the qualifications and conditions established in 49 CFR § 1544.219.
- (10) Prisoners. Prisoners (persons charged with or convicted of a crime) under escort of law enforcement personnel; other persons in the custody of law enforcement personnel who are being transported while wearing manacles or other forms of restraint; persons brought into the airport in manacles or other forms of restraint; persons who have resisted escorts; or escorted persons who express to Carrier an objection to being transported on the flight.
- (11) Non-Smoking Policy. Persons who are unwilling or unable to abide by Carrier's non-smoking rules, and federal laws prohibiting smoking onboard the aircraft as established in 49 USC § 41706.
- (12) Misrepresentation. Persons who have made a misrepresentation, which becomes evident upon arrival at the airport, and the misrepresentation renders the Person unacceptable for Carriage.
- (13) Prohibition on Solicitation. Persons who refuse to comply with instructions given by Carrier prohibiting the solicitation of items for sale or purchase, including airline Tickets, reduced-rate travel passes, or travel award certificates.

j. Carriage of Children

(1) Accompanied Minor Children.

(i) Children younger than six (6) years old. Carrier will not accept for Carriage any child less than 6 unless accompanied by a passenger at least 16 years old.

(ii) Children 6 - 15. Unaccompanied children ages 6 to 15

years old inclusive, will be required to use Carrier's unaccompanied minor service and will be accepted for Carriage by Carrier provided the child has a confirmed reservation and the flight on which he or she travels does not require a change of aircraft or flight number. However, any unaccompanied child age six through 15 years old will not be accepted for Carriage if, because of operational disruptions, the Carrier determines, in its sole discretion, that the flight on which the child holds a reservation is anticipated to terminate short of or bypass the child's destination.

(iii) Children 7 days old and younger than two years old traveling on a confirmed reservation, with or without the use of an FAA-approved child restraint device, will be charged the published Infant Fare (see Article 3) or lowest available adult fare, whichever is less.

(2) Unaccompanied Minor Children.

(i) Children younger than six (6) years old. Carrier will not accept for Carriage any child less than six (6) years old unless accompanied by a Passenger at least sixteen (16) years of age.

(ii) Children 6 through 15 years old. Unaccompanied children ages 6 through 15 years old inclusive, will be required to use Carrier's unaccompanied minor service and will be accepted for Carriage by Carrier provided the child has a confirmed reservation and the flight on which he or she travels does not require a change of aircraft or flight number. However, any unaccompanied child age six through 15 years old will not be accepted for Carriage if, because of operational disruptions, the Carrier determines, in its sole discretion, that the flight on which the child holds a reservation is anticipated to terminate short of or bypass the child's destination.

(iii) Child drop off and pick up. The parent or guardian who brings an unaccompanied minor child to the departure airport will be required to remain at the departure gate until the flight is airborne. Carrier must be furnished with documentation (duplicate of which must be in the child's possession) that the child will be met by another parent or guardian upon deplaning at his or her destination. The parent or guardian meeting the child at his or her destination will be required to present a valid government-issued photo ID and sign a release form designated by Carrier.

(v) Unaccompanied Minor Charge. In addition to the applicable fare, children for whom unaccompanied minor Carriage is required must pay the applicable unaccompanied minor charge (\$100.00). If travel does not take place, the charge is nonrefundable. Child less than six (6) years old unless accompanied by a Passenger at least sixteen (16) years of age.

(3) Child Restraint Devices.

- (i) Unless unoccupied seats are available on a flight, Carrier requires a reservation and purchase of a Ticket for Carriage of a child restraint device on board the aircraft to ensure that a child restraint device may be used during flight. Only federally approved child restraint devices are permitted for use aboard Carrier's aircraft. Federal regulations prohibit the use of child booster seats and harness- or vest-type restraining devices, unless such devices have been specifically approved by the Federal Aviation Administration under a Type Certificate (TC), Supplemental Type Certificate (STC), or Technical Standard Order (TSO). Customers are responsible for providing Carrier copies of TC, STC, or TSO documentation for review at the departure gate. Child restraint devices will be considered as items of carryon Baggage counting toward the adult Passenger's carryon allowance, unless the child has been ticketed and a seat reserved for use of the CRD.

k. Carriage of Passengers with Disabilities

- (1) Carrier will transport Qualified Individuals with a Disability in accordance with the requirements of the U.S. Department of Transportation regulations, 14 CFR Part 382, unless the Carriage of such individuals may impair the safety of the flight or violate Federal Aviation Regulations. Pursuant to 14 CFR § 382.113, the Carrier will not provide certain extensive inflight special services such as assistance in eating, assistance with elimination functions in the lavatory or at the Passenger's seat, or provision of medical services. Carrier may require, at its sole discretion, pursuant to 14 CFR § 382.29, that a Qualified Individual with a Disability be accompanied by a safety assistant as a condition of being provided air transportation in the following circumstances:
 - (i) When the Passenger is unable to comprehend or respond appropriately to safety instructions from Carrier, including the safety briefing required by 14 CFR §§ 121.571(a)(3) and (a)(4) because of a mental disability;
 - (ii) When the Passenger has a mobility impairment so severe that the Passenger is unable to physically assist in his or her own emergency evacuation of the aircraft; or
 - (iii) When the Passenger has both severe hearing and severe vision impairments that prevent the Passenger from establishing a means of communication with Carrier in order to permit transmission of the safety briefing required by 14 CFR §§ 121.571 (a)(3) and (a)(4).

If Carrier determines, in its sole discretion, that an individual meeting the criteria above must travel with a safety assistant and the individual disagrees and believes he is capable of traveling independently, Carrier will not charge the individual for Carriage of a safety assistant of the Carrier's choosing. If a seat is not available for the safety assistant and the individual with a disability is unable to travel on the flight, the individual will be eligible for denied boarding compensation. For purposes of determining whether a seat is available, the safety assistant shall be deemed to have checked in at the same time as the individual with the disability.

- (2) **Assistive Devices.** Mobility and other assistive devices used by a Qualified Individual with a Disability may be carried in the aircraft cabin in addition to the carryon Baggage allowance. If necessary due to the Passenger's disability, Carrier will provide assistance in loading, stowing, and retrieving carryon items, including assistive devices. If the device cannot be carried in the Passenger cabin in accordance with FAA regulations, the device will be checked and carried free of charge in addition to the free Baggage allowance. No oversize or excess weight charges will be assessed. Assistive devices not for the personal use of the Passenger will be conditionally accepted and may be subject to oversized or overweight charges as described in 7f.
- (3) **Limitation of Liability.** Carrier's liability with respect to damage to or loss of mobility and other assistive devices shall not exceed the documented original purchase price of the assistive device pursuant to 14 CFR § 382.131. Carrier will also compensate the Passenger for other reasonable expenses incurred as a direct result of the loss of, damage to, or delayed delivery of the mobility or assistive device.
- (4) **Assistance Animals/Service Animals**
 - (i) Carrier permits fully trained dogs and other assistance animals used by a Qualified Individual with a Disability to accompany the Passenger onboard the aircraft at no charge.
 - (ii) Evidence that an animal is an assistance animal may consist of the presentation of identification cards, tags, or other written documentation; the presence of harnesses or markings on harnesses; or the credible verbal assurances of the Qualified Individual with a Disability using the assistance animal.
 - (iii) Carrier will permit an assistance animal to accompany a Qualified Individual with a Disability, unless Carrier determines in its sole discretion that the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation or the animal poses a safety risk to Passengers and/or the flight crew. Assistance animals may not occupy a seat.
 - (iv) A trained assistance animal accompanied by a trainer will be permitted to travel aboard Carrier's aircraft only if the animal is being delivered to the domicile of an individual with a disability who either owns or, upon delivery, will take immediate ownership of the animal for that individual's personal use. No charge will be assessed for Carriage of a trained assistance animal being delivered to the domicile of the animal's owner under such circumstances.
 - (v) Assistance animals in training will not be accepted by Carrier for transport.
 - (vi) Carrier retains the right, in its sole discretion, to refuse to transport any assistance animal exhibiting or known to have exhibited aggressive behavior or any other characteristics that appear incompatible with air travel.

(vii) Local laws and regulations at a Qualified Individual's final or intermediate destination(s) may apply and impose further requirements or restrictions. Qualified Individuals assume full responsibility for compliance with all governmental laws and regulations, including but not limited to, health certificates, permits and vaccinations required by the country, state, or territory from and/or to which the assistance animal is being transported. Carrier is not liable for any assistance or information provided by the Carrier or any employee or agent thereof to any Qualified Individual relating to compliance with such laws and regulations. Subject to applicable laws and regulations, a Qualified Individual is solely responsible for any expenses incurred or any consequences resulting from his or her failure to comply with applicable laws and regulations. Carrier expressly reserves the right to seek reimbursement from a Qualified Individual for any loss, damage, or expense suffered or incurred by Carrier resulting from such Qualified Individual's failure to comply with applicable laws and regulations.

1. Pets

General - For International destinations, Carrier retains the right, at its sole discretion, to refuse to transport any pet that has not been cleared and processed before travel. Documentation and further information will be required at the time of booking.

- (1) Pets Allowed in the Cabin. Carrier accepts small vaccinated domestic cats and dogs at least eight weeks old contained in a pet carrier and traveling with a Passenger. One pet carrier is allowed per Passenger. The carrier may contain up to two animals of the same species. Unaccompanied Minors may not travel with a pet. Carrier reserves the right to limit the number of pet carriers per flight to six, and pets will be accepted on a first-come, first-served basis.
- (2) Pet Carriers. All pets in the cabin must be carried in an appropriate pet carrier and remain in the carrier at all times (including head and tail) while in the gate area, during boarding/deplaning, and while onboard the aircraft. The carriers must be leakproof and well-ventilated, and the pet(s) must be able to stand up and move around the carrier with ease. The carrier must be of a size small enough to fit under the seat in front of the Passenger and must remain stowed under the seat in front of the Passenger during the entire duration of the flight. Passengers traveling with a pet may not occupy an exit row seat or a seat with no forward under seat stowage.
- (3) Pet Fares. All occupied pet carriers are subject to the applicable pet fare(\$100.00). Pet reservations can only be booked by calling the Carrier or Contracted Ticketing Representative. The pet fare must be collected at the airport ticket counter, is nonrefundable, and may not be applied toward future travel if unused. Passenger traveling with a pet must check the pet in at the airport ticket counter and pay the pet fare before proceeding to the departure gate.
- (4) Pets Incompatible with Air Travel. Carrier retains the right, at its sole discretion, to refuse to transport any pet that exhibits aggressive behavior or any other characteristics that appear to Carrier to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft. The pet(s) must be healthy, harmless, inoffensive, odorless, and require no attention during the flight. If the pet becomes ill during the flight, oxygen or other first aid procedures will not be administered. In the event of an emergency, an oxygen mask will not be available for the pet. Carrier assumes no liability for the health or wellbeing of carryon pets.

- (5) No Pets Carried in Cargo Compartment. Carrier will not transport pets in the aircraft cargo compartments.

m. Law Enforcement and Search and Rescue Dogs

- (1) Law Enforcement and Search and Rescue Dogs Allowed in the Cabin. Carrier accepts fully-trained law enforcement service dogs trained in explosives or drug detection (or other specific functions) and search and rescue dogs for transportation, without charge, when accompanied by their respective handlers on official business.
- (2) Documentation. Each Customer traveling with a law enforcement or search and rescue dog must present a letter of mission and a copy of the animal's certification.
- (3) Law enforcement and search and rescue animals in training will not be accepted by Carrier for transport.
- (4) Law Enforcement and Search and Rescue Dogs Incompatible with Air Travel. Carrier retains the right, at its sole discretion, to refuse to transport any dog that exhibits aggressive behavior or any other characteristics that appear to Carrier to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft.
- (5) No Law Enforcement or Search and Rescue Dogs Carried in Cargo Compartment. Carrier will not transport law enforcement or search and rescue dogs in the aircraft cargo compartments.

7. Baggage

a. Carryon Baggage

- (1) General. Carrier, in its sole discretion, will determine whether or not any Baggage, because of its weight, size, contents, or character, may be carried in the Passenger cabin of the aircraft. All carryon Baggage must be stowed underneath a seat or in an overhead bin.
- (2) Responsibility of Passenger. Carryon Baggage is the sole responsibility of the Passenger.
- (3) Allowable Carryon Baggage. Passengers are restricted to one item of carryon Baggage (e.g., roller bag, garment bag, tote bag,) not to exceed 22 pounds and not to exceed external dimensions of "9 x 14 x 22" plus one smaller personal-type item (e.g., purse, briefcase, laptop computer case, backpack, small camera), provided that such items are capable of being carried onboard the aircraft by one Passenger without additional assistance, unless the Passenger requires assistance due to a disability, and are capable of being stowed under a seat or in an overhead compartment. Sizing boxes with "9 x 14 x 22" dimensions are located at many of Carrier's curbside check-in locations (where available), ticket counters, departure gates, boarding locations, and on many jet bridges. Carrier reserves the right to further restrict the number of carryon items.

- (i) A roller bag that otherwise would meet the 10" x 16" x 24" dimensions if the wheels were removed will be accepted.
 - (ii) Oversized articles of reasonable carryon size that protrude from only one side of the sizing box and, because of their fragile nature, would be at greater than normal risk of damage if carried in the cargo hold (e.g., small musical instruments, blueprints, map tubes, fishing poles, artwork, media cameras/video equipment) are considered personal-type items and may be carried in the Passenger cabin if remaining onboard space permits and the item fits in an overhead bin without depriving other Passengers of sufficient overhead bin space.
- (4) Outerwear. In addition to the carryon Baggage allowance provided herein, a coat, jacket, wrap, or similar outer garment may be carried onboard the aircraft.
- (5) Instruments and Equipment. The following conditions apply to acceptance for Carriage in the cabin of large musical instruments and electronic, computer, audio/video, or other equipment and parts thereof, the size or shape of which prevents such instruments or equipment from being handled as normal carryon Baggage.
- (i) The instrument or equipment must be contained in a case.
 - (ii) A reservation must be made for the instrument or equipment at a charge no greater than the Child Fare for each seat used.
 - (iii) The instrument or equipment must be secured in the first window seat aft of a floor to ceiling bulkhead.
- (6) Carrier, at its sole discretion, will not transport items of carryon Baggage that it determines may be harmful or dangerous to a Passenger(s), the flight crew, or the aircraft.

b. Acceptance of Checked Baggage

- (1) General. Carrier, in its sole discretion, will accept personal property of the Passenger as Baggage subject to the following conditions:
- (i) Carrier will only accept Baggage for transportation on a flight on which the Passenger is transported.
 - (ii) Carrier will only accept Baggage for transportation if it and its contents can withstand ordinary handling, and if its weight, size, and character render it suitable for transportation on the particular aircraft on which it is to be carried, unless the Passenger agrees to assume the risk of checking the Baggage and the Carrier conditionally accepts it pursuant to Section 7.h.
 - (iii) Each piece of Baggage tendered to Carrier must have a current identification tag or label with the Passenger's name, address, and telephone number.

- (iv) With the exception of wheelchairs, mobility aids, and other assistive devices used by a Qualified Individual with a Disability, Carrier will not accept as Baggage any item having outside measurements (i.e., the sum of the greatest outside length plus height plus width) that exceed 80 inches or that weigh more than 100 pounds.
- (v) Carrier will not accept Baggage to an intermediate stop or connection point on the Passenger's Ticket or to a point beyond the Passenger's final ticketed destination.
- (vi) Carrier will not accept Baggage that, because of its nature, contents, or characteristics (e.g., sharp objects, paint, corrosives, or other prohibited hazardous materials), might cause injury to Passengers or Carrier, damage to aircraft or other equipment, or damage to other Baggage.
- (vii) Carrier will not accept Baggage that it determines cannot safely be carried in the Baggage compartment of the aircraft for any reason.

The Carrier will not transport hazardous material included herein but not limited to: Adhesives, Aerosols, batteries, burning gel or paste, camping fuel, engine with residual fuel, fireworks, gasoline, lighter fluid, lighters butane, matches, paints and solvents, scuba tanks pressurized, sealants and flares.

c. Surveillance and Inspection of Baggage

All Baggage tendered to Carrier for transportation is subject to surveillance and inspection by electronic and/or physical means with or without the Passenger's consent or knowledge by Carrier and/or authorized government agencies.

d. Checking of Baggage

- (1) Carrier will not accept or hold Baggage from a Passenger on day of travel at Carrier's airport ticket counter or curbside check-in locations (where available) if tendered to Carrier earlier than four hours in advance of flight departure time.
- (2) Where available, Baggage may be accepted at an earlier time at authorized offsite Baggage check-in facilities.
- (3) Baggage must be checked at Carrier's airport ticket counter or curbside check-in locations (where available) at least 30 minutes prior to the flight's scheduled departure time, except where a 45-minute or longer requirement applies as noted in Section 7i(2)(ii).
- (4) Baggage checked in less than 30 minutes prior to a flight's scheduled departure time, or longer as noted in 7i(2)(ii), will be accepted as late-Checked Baggage. Carrier will make reasonable efforts, but cannot guarantee, to transport such Baggage on the Passenger's flight(s), and Carrier will not assume responsibility for delivery charges if such Baggage arrives at the Passenger's destination on a subsequent flight as described in 7i(2)(i).

e. Free Checked Baggage Allowance

- (1) General. Upon presentation by a Passenger of a valid Ticket, Carrier will transport two pieces of Baggage without charge, each piece of which has outside measurements (*i.e.*, the sum of the greatest outside length plus width plus height) not exceeding 62 inches, does not weigh more than 50 pounds per piece, and provided such Baggage is suitable to be checked for Carriage in the cargo hold of the aircraft.
- (2) Military Baggage Allowance. Military Passengers traveling on active duty or permanent change of station (PCS) orders will be exempt from the two-piece Baggage limit and will not be subject to excess, oversize, or overweight Baggage charges, provided that none of the pieces of Baggage exceeds 100 pounds in weight and 80 inches in size (outside length plus height plus width).
- (3) Travel Equipment for Infants and Small Children. One stroller and one Child Restraint Device (car seat) per fare-paying Passenger will be conditionally accepted as provided in Section 7h without charge and will not count toward a Passenger's free Checked Baggage allowance.
- (4) Firearms. Carrier will not accept assembled firearms and ammunition for transportation, except as provided below and subject to the size and weight specifications contained in Section 7e(5) below.
 - (i) General. Firearms (*e.g.*, sport rifles, shotguns, and handguns) may be transported as Checked Baggage, so long as they are unloaded and encased in a hardsided, locked container acceptable to Carrier for withstanding normal Checked Baggage handling without sustaining damage to the firearm, with the Passenger retaining possession of the key or combination to the container lock.
 - (ii) Ammunition. Small arms ammunition intended for sport or hunting will be accepted only if carried within sturdy Checked Baggage and in the manufacturer's original container or an equivalent fiber, wood, or metal container specifically designed to carry ammunition and providing for sufficient cartridge separation. Magazines and clips containing ammunition must be securely packaged so as to protect the cartridge primers. Carrier will accept no more than 300 rounds of pistol (rim fire) ammunition, 120 rounds of rifle (center fire) ammunition, or 150 shotgun shells per Passenger, with a total gross weight of the ammunition plus containers not to exceed 11 total pounds per Passenger.
 - (iii) Gun Boxes. Gun boxes designed to hold no more than two sporting rifles, shotguns or handguns are exempt from oversize Baggage charges; however, they will be subject to excess Baggage and weight charges if applicable.
- (5) Sporting Equipment. Any of the items listed below may be checked in substitution of one piece of the free Checked Baggage allowance for each Passenger at no charge on a one-item-for-one-bag basis. If the item of sporting equipment exceeds 50 pounds in weight or 62 inches in size (outside length plus height plus width), excess weight and size charges may apply in accordance with Section 7f below.

- (i) **Archery equipment**, including a bow, arrows, and an average size target (large target stands cannot be accepted), so long as the bow and arrows are encased in a container acceptable to Carrier for withstanding normal Baggage handling without sustaining damage to the equipment.
- (ii) **Baseball/Softball equipment**, including one bag generally consisting of four bats, one helmet, one pair of cleats, one uniform, one glove, and one pair of batting gloves. The catcher may have additional equipment.
- (iii) **Boogie or knee board**.
- (iv) **Bowling bag**, including ball(s) and shoes.
- (v) **Bicycles** (defined as nonmotorized and having a single seat) properly packed in a hard-sided bicycle box that fall within the dimensions and weight limits established for normal Checked Baggage, (*i.e.*, 62 inches or less in overall dimensions and less than 50 pounds in weight). Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other Baggage. Bicycles packaged in cardboard or soft-sided cases will be transported as conditionally accepted items as outlined in Section 7h.
- (vi) **Fishing tackle box and fishing rod**, so long as the rod is encased in a cylindrical fishing rod container suitable to Carrier for withstanding normal Checked Baggage handling without sustaining damage to the rod.
- (vii) **Golf bag** in hard-sided golf bag carrying case provided by Passenger, including clubs, balls, and shoes. (Hooded golf bags or golf bags in a soft-sided carrying case provided by the Passenger will be conditionally accepted as outlined in Section 7h).
- (viii) **Hockey and/or lacrosse stick(s)**, two hockey sticks taped together and one hockey equipment bag generally consisting of hockey pads, helmets, pants, jersey, gloves, and skates.
- (ix) **Kiteboard**.
- (x) **Scuba equipment**, provided air tanks are empty and all accompanying equipment (*e.g.*, BCD, weight belt, one regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one knife, and one safety vest) are encased together in a container acceptable to Carrier.
- (xi) **Skateboard**.
- (xii) **Snow ski equipment, including skis or snowboards, ski boots, and ski poles**, including one pair of skis or one snowboard, one set of poles, and one pair of ski/snowboard boots encased in a container(s) acceptable to Carrier.
- (xiii) **Water ski equipment** encased in a container(s) acceptable to Carrier and including no more than one pair of water skis and one life preserver.

f. Excess, Oversize, and Overweight Baggage Charges

- (1) **Excess Baggage.** Each piece of Baggage in excess of the free Baggage allowance specified above that is not in excess of 62 inches (outside length plus height plus width) and 50 pounds/23kg or less than the maximum stated per-bag weight, will be accepted for an additional charge of \$125.00 per piece One-way. Pieces weighing between 51-70 pounds/24-32kg will be charged \$10.00 per kilogram extra. Excess baggage fees can vary by season and destination and are route specific.
- (2) **Oversize Baggage.** Baggage in excess of 62 inches but not more than 80 inches (outside length plus height plus width) will incur an oversize charge of \$200.00 per bag. \$200.00 fee will also apply to fragile items. Oversized baggage fees can vary by season and destination and are route specific.
- (3) **Overweight Baggage.** Overweight bags will be charged at the rate of US \$10.00 per Kg- extra. Oversized bags that are overweight will be charged \$200.00 plus the rate of US \$10.00 per Kg - charge. Baggage weighing between 70 pounds/32kg and 100 pounds/45kg will be accepted as overweight checked baggage for an additional fee per piece per flight segment. Overweight baggage fees can vary by season and destination and are route specific.
- (4) **Prohibited Baggage.** Baggage in excess of 80 inches (outside length plus height plus width) and/or Baggage weighing more than 100 pounds will not be accepted for Carriage, except if mobility or other assistive devices, hanging garment sample bags with outside length, width, and height measurements up to a maximum of 110 inches, if flexible, or as provided in Section 7e above.

g. Special Items

The items listed below shall be acceptable for Carriage as Checked Baggage upon the Passenger's compliance with the special packing requirements and payment of the applicable One-way charge.

- (1) **Bicycle** (defined as nonmotorized and having a single seat) properly packed in a bicycle box or hardsided case larger than 62 inches in total dimensions will be accepted as Checked Baggage. Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other Baggage. Bicycles packaged in cardboard or softsided cases will be transported as conditionally accepted items as outlined in Section 7h.
- (2) **Camera, film, video, lighting, and sound equipment** will be accepted when tendered by representatives of network or local television broadcasting companies or commercial film-making companies. A charge will be applied for each item in excess of the free Baggage allowance.
- (3) **Javelins** in a single bag, regardless of the number of javelins encased together, will be accepted.
- (4) **Kayak** (other than a sea kayak). Paddle(s) must be secured.
- (5) **Life Raft**

- (6) **Surfboard**
- (7) **Vaulting poles** will be accepted in a single bag, regardless of the number of poles in the bag.
- (8) **Wind surfing board**, sail, boom.

h. Conditional Acceptance

Carrier may, at its sole discretion, but is not obligated to, conditionally accept the following categories of items for Carriage as Checked Baggage subject to the Passenger's assumption of risk for damage to or destruction of such items. Checking items in the condition described below is considered by Carrier as Passenger's agreement to this assumption of risk.

- (1) Fragile or perishable items
- (2) Previously damaged items
- (3) Improperly or over-packed Baggage
- (4) Soft-sided cases or unprotected/unpacked items

i. Limitations of Liability

- (1) **General.** The liability, if any, of Carrier for loss of, damage to, or delay in the delivery of Checked or carryon Baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by a Qualified Individual with a Disability, is limited to the proven amount of damage or loss, but in no event shall be greater than \$3,400.00 per fare-paying Passenger pursuant to 14 CFR § 254.4 unless the passenger at time of check-in has declared the value of the baggage to be in excess of Three Thousand Four Hundred Dollars (\$3,400.00) ("excess valuation") and has paid an additional charge of One Dollar (\$1.00) for each One Hundred Dollars (\$100.00) of excess valuation. See Section 2 below for excess valuation limitations.
 - (i) Carrier will compensate the Passenger for reasonable, documented damages incurred as a direct result of the loss of, damage to, or substantially delayed delivery of such Baggage up to the limit of liability, provided the Passenger has exercised reasonable efforts and good judgment to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage.
 - (ii) Carrier does not assume liability for claims of missing or damaged articles if a Passenger's Checked Baggage is not damaged, delayed, or lost.

- (2) Excess Valuation.
- (i) The declared excess valuation for baggage shall not exceed One Thousand Two Hundred and Fifty Dollars (\$1,250.00) above the Three Thousand Four Hundred Dollar (\$3,400.00) limitation of Carrier's liability established by this Contract of Carriage, for a total maximum declared valuation of Four Thousand Six Hundred and Fifty Dollars (\$4,650.00). Excess valuation coverage is not available for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable papers; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables.
 - (ii) When excess value is declared, the passenger's baggage and its contents may be inspected by Carrier's Employees. Such baggage must be checked, and excess valuation coverage will apply only to the point to which it is checked by Carrier and claimed by the passenger
- (3) Baggage Delivery.
- (i) General. Carrier will pay delayed Checked Baggage delivery charges only so long as such Baggage was tendered to Carrier by the Passenger at least 30 minutes prior to the scheduled departure time of the Passenger's first flight, unless otherwise noted in I.(3)(ii). If a Passenger's Baggage is tendered to Carrier less than 30 minutes prior to the scheduled departure of the Passenger's first flight, Carrier will make reasonable efforts, but cannot guarantee, to transport such Baggage on the Passenger's flights, and Carrier will not assume responsibility for delivery charges if such Baggage arrives at the Passenger's destination on a subsequent flight.
 - (ii) Airports with Additional Baggage Time Requirements. For the airports listed below, Carrier will not pay delivery charges unless the Passenger tenders such Baggage to Carrier at least 45 minutes prior to the scheduled departure time of the Passenger's first flight:

Hartsfield-Jackson Atlanta International Airport ("ATL"), Baltimore/Washington International Airport ("BWI"), Denver International Airport ("DEN"), Chicago Midway Airport ("MDW"), Fort Lauderdale-Hollywood International Airport ("FLL"), Las Vegas McCarran International Airport ("LAS"), Los Angeles International Airport ("LAX"), Orlando International Airport ("MCO"), Phoenix Sky Harbor International Airport ("PHX"), Newark Liberty International Airport ("EWR"), and Washington Dulles International Airport ("IAD").
- (4) Personal Property Carried Onboard Aircraft. Except as otherwise provided in Section 8, Carrier assumes no responsibility and will not be liable for loss of or damage to personal property carried onboard an aircraft by a Passenger.

- (5) High-Value Items Unsuitable for Checked Baggage. Carrier assumes no responsibility for and will not be liable for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable instruments; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables contained in carryon or Checked Baggage. For the Passenger's protection, these items should not be transported in or as Checked Baggage.
- (6) Normal Wear. Carrier assumes no responsibility and will not be liable for loss of or damage to protruding parts of luggage and other articles of Checked Baggage, including, but not limited to, wheels, feet, pockets, hanger hooks, pull handles, straps, zippers, locks, and security straps. Furthermore, Carrier assumes no liability for defects in Baggage manufacture or for minor damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt.
- (7) Previously Damaged Items. Carrier assumes no responsibility and will not be liable for further damage to previously damaged items. Carrier may, but is not obligated to, conditionally accept previously damaged items as described in Section 7h.
- (8) Claims. In the case of loss of, damage to, or substantial delay in delivery of Checked Baggage, a claim will not be entertained by Carrier unless the following steps are completed by Passenger:
 - (i) In all cases, Passenger must notify Carrier of the claim and receive a Baggage report number not later than four hours after either: (1) arrival of the flight on which the loss, damage, or delay is alleged to have occurred or (2) receipt of the Baggage, whichever is applicable to the claim; and
 - (ii) In all cases, Passenger must submit either: (1) the completed Lost/Delayed Report Receipt form provided by Carrier or (2) a written correspondence that includes the Baggage report number to the Carrier not later than 21 days after the occurrence of the event giving rise to the claim; and
 - (iii) In the case of lost Baggage, Passenger must also submit a completed Property Loss Claim form to Carrier. The form will be mailed to the Passenger upon receipt of written notice of the claim as stated in (7)(ii). The form must be completed and postmarked within 30 days of date of issue by the Carrier.

8. International Travel – Limitation of Liability

a. Application of Montreal Convention

Passengers traveling on a domestic portion of a one-way or round-trip journey which originates in, or includes an ultimate destination or a stop other than in the United States are subject to the rules and limitations relating to liability established by the Montreal Convention (the “Convention”), which are fully incorporated herein, unless such carriage is not "international carriage" as defined by the Convention. As to any claim whatsoever the Carrier waives no such limits of liability and reserves all defenses available under the Convention to such claims. With respect to third parties, the Carrier reserves all right of recourse against any other person, including without limitation, the rights of contribution and indemnity.

b. Baggage

- (1) Any liability of Carrier for the proven amount of damage from destruction, loss, damage or delay is limited to a total of 1,131 Special Drawing Rights (“SDR”) per passenger for all checked and unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to the Carrier's rules.
- (2) In the event that a higher value is declared in advance and additional charges are paid pursuant to the Carrier's rules, the liability of the Carrier shall be limited to such higher declared value. In no case shall the Carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of the amount of loss. The Carrier shall not be liable for loss of revenue, time consequential or special damages, or other intangible expenses resulting from the loss, delay or damage to checked or unchecked baggage or other property.
- (3) Liability for destruction, loss or damage to checked baggage is limited to events that took place onboard the aircraft or while the baggage was under the control of the Carrier. Carrier is not liable for the loss, delay or damage to unchecked baggage, including personal items, unless damage to such baggage or items resulted from Carrier’s fault or that of its servants or agents.. Assistance rendered to the passenger by the Carrier's employees in loading or unloading unchecked baggage shall be considered as a gratuitous service to the passenger.

c. Delay of Passengers

Liability of the Carrier for the proven amount of damage caused by delay as specified in Article 19 of the Convention is limited to 4,694 SDR. The Carrier reserves all defenses available under the Convention.

d. Death or Injury of Passengers

The Carrier shall be liable for the proven amount of damage up to 113,100 SDR for death or bodily injury in the event the accident which caused the death or injury took place on board the aircraft or in the course of embarking or disembarking from the aircraft. The Carrier reserves all defenses available under the Convention for any portion of a death or injury claim which exceeds 113,100 SDR.

e. Time Limitations on Claims and Actions

- (1) No claim or action shall lie in the case of damage of or loss to baggage unless the person entitled to delivery files an initial complaint with the Carrier prior to leaving the arrival airport, or at the latest, within seven (7) days from the date of receipt of the baggage. Receipt by the person entitled to delivery of checked baggage without complaint is *prima facie* evidence that the baggage has been delivered in good condition.
- (2) No claim or action shall lie for delay of checked baggage unless a complaint is filed with the Carrier no later than twenty-one (21) days after the baggage has been made available to the person entitled to delivery
- (3) Any legal action premised on or related to claim of liability subject to the terms of the Convention must be commenced within two (2) years of the date of the incident. If the initial complaint is not provided within the time limitations set forth above and legal action is not commenced within two (2) years of the date of the incident, then the Carrier disclaims any and all liability arising from or relating to such incident.

9. Service Interruptions

a. Failure to Operate as Scheduled

- (1) Cancelled Flights or Irregular Operations. In the event Carrier cancels or fails to operate any flight according to Carrier's published schedule, or changes the schedule of any flight, Carrier will, at the request of a Passenger with a confirmed Ticket on such flight, take one of the following actions:
 - (i) Transport the Passenger at no additional charge on Carrier's next flight(s) on which space is available to the Passenger's intended destination, in accordance with Carrier's established re-accommodation practices; or
 - (ii) Refund the unused portion of the Passenger's fare in accordance with Section 4c above.
- (2) Diverted Flights. In the event Carrier diverts any flight, Carrier, at its sole discretion, will take reasonable steps to transport Passenger to his final destination or to provide reasonable accommodations.

- (3) **Flight Schedule Changes.** Flight schedules are subject to change without notice, and the times shown on Carrier's published schedules, Tickets, and advertising are not guaranteed. At times, without prior notice to Passengers, Carrier may need to substitute other aircraft and may change, add, or omit intermediate stops. Carrier cannot guarantee that Passengers will make connections to other flights by the Carrier or by other airlines. In the event of flight schedule changes or service withdrawals, Carrier will attempt to notify affected Passengers as early as possible.
- (4) **Limitation of Liability.** Except to the extent provided above in this Section 9a, Carrier shall not be liable for any failure or delay in operating any flight, with or without notice for reasons of aviation safety or when advisable, in its sole discretion, due to Force Majeure Events, including, without limitation, acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Carrier's service, mechanical difficulties by entities other than Carrier, Air Traffic Control, the inability to obtain fuel, airport gates, labor, or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by Carrier.

b. Denied Boarding Procedures

- (1) The following definitions, as prescribed in 14 CFR § 250.1, pertain solely to the denied boarding compensation provisions of this Article:

Airport means the airport at which the direct or connecting flight on which the Passenger holds confirmed reserved space is planned to arrive, or some other airport serving the same metropolitan area, provided that the transportation to the other airport is accepted (*i.e.*, used) by the Passenger.

Alternate transportation means air transportation with a confirmed reservation at no additional charge, operated by a carrier as defined below, or other transportation accepted and used by the passenger in the case of denied boarding.

Class of service means seating in the same cabin class such as First, Business, or Economy class, or in the same seating zone if the carrier has more than one seating product in the same cabin such as Economy and Premium Economy class.

Confirmed reserved space means space on a specific date and on a specific flight and class of service of a carrier which has been requested by a passenger, including a passenger with a "zero fare ticket," and which the carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the carrier, as being reserved for the accommodation of the passenger.

Fare means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.

Stopover means a deliberate interruption of a journey by the Passenger, scheduled to exceed four hours, at a point between the place of departure and the place of final destination.

Zero fare ticket means a ticket acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A zero fare ticket does not include free or reduced rate air transportation provided to airline employees and guests.

(2) Request for Volunteers.

- (i) In the event of an oversold flight, Carrier shall request volunteers for denied boarding before using any other boarding priority in accordance with 14 CFR § 250b. A “volunteer” is a person, including the holder of a zero fare ticket, who responds to Carrier's request for volunteers and who willingly accepts Carrier's offer of compensation, in any amount, in exchange for relinquishing his confirmed reserved space. Any other Passenger denied boarding is considered to have been denied boarding involuntarily, even if that Passenger accepts denied boarding compensation.
- (ii) Carrier will advise each Passenger solicited to volunteer for denied boarding, no later than the time the Carrier solicits that Passenger to volunteer, whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the Carrier is obligated to pay if the Passenger is involuntarily denied boarding. If an insufficient number of volunteers come forward, Carrier may deny boarding to other Passengers in accordance with Carrier's boarding priority rules as specified in Section 6, below.

(3) Conditions for Payment of Compensation to Passengers Involuntarily Denied Boarding due to an Oversale. Subject to the exception in Section 4 below of this Article, Carrier will tender to a Passenger the amount of compensation specified in Section 5 of this Article, provided that:

- (i) The Passenger holds a Ticket, including a Zero Fare Ticket, for confirmed reserved space and presents himself for Carriage at the appropriate time and place, having complied fully with Carrier's requirements as to ticketing, checkin, and acceptability for transportation in accordance with this *Contract of Carriage*; and
- (ii) Other than for reasons set forth in Article 6, above, or when resulting from substitution, for operational or safety reasons, of an aircraft having a lesser seating capacity than the aircraft originally scheduled, Carrier is unable to accommodate the Passenger on the flight for which the Passenger holds confirmed reserved space, and such flight departs without the Passenger.

- (4) **Comparable Transportation.** The Passenger will not be eligible for compensation if Carrier offers comparable air transportation, or other transportation used by the Passenger at no extra cost, that, at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next stopover or, if none, at the airport of the Passenger's final destination no later than one hour after the planned arrival time of the Passenger's original flight or flights.
- (5) **Involuntarily Denied Boarding Compensation for an Oversale.**
 - (i) Compensation shall be 200% of the fare to the Passenger's destination or first stopover, with a maximum of \$650, if the carrier offers alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's first stopover, or if none, the airport of the Passenger's final destination more than one hour but less than two hours after the planned arrival time of the Passenger's original flight; and
 - (ii) Compensation shall be 400% of the fare to the Passenger's destination or first stopover, with a maximum of \$1,300, if the carrier does not offer alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's first stopover, or if none, the airport of the Passenger's final destination less than two hours after the planned arrival time of the Passenger's original flight.
 - (iii) Compensation will be paid by Carrier on the day and at the place where the denied boarding occurs, except that if Carrier arranges, for the Passenger's convenience, alternate means of transportation that departs before the payment can be made, payment will be sent by mail or other means within 24 hours after the time the denied boarding occurs.
 - (iv) Compensation will initially be provided in the form of a draft payable to the Passenger. With the Passenger's consent, Carrier may also offer travel credit to be applied toward future travel in lieu of the draft. The Passenger may refuse Carrier's offer of travel credit and insist on receiving compensation by draft in the amount specified in this Section 5.
 - (v) Acceptance of compensation by the Passenger relieves Carrier from any further liability to the Passenger caused by Carrier's failure to honor the confirmed reservation.
- (6) **Denied Boarding Priority Rules.** Carrier's boarding priority is established on a first-come, first-served basis in the order boarding positions are secured. In determining which Passengers holding confirmed reserved space shall be denied boarding involuntarily, Carrier shall deny boarding in reverse order from the order in which the Passengers' boarding positions were secured (*i.e.*, the last Passenger who receives a boarding position will be the first Passenger denied boarding involuntarily in an oversale situation), with no preference given to any particular person or category of fares.

- (7) Written Explanation of Denied Boarding Compensation and Boarding Priority Rules. When a denied boarding occurs, Carrier will give Passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and Carrier's boarding priority rules.
- (8) In addition to the denied boarding compensation specified herein Carrier shall refund all unused ancillary fees for optional services paid by a passenger who is voluntarily or involuntarily denied boarding. Carrier is not required to refund the ancillary fees for services that are provided with respect to the passenger's alternate transportation.

c. Ground Transportation

Unless provided at the direction of Carrier, Carrier does not assume responsibility for the ground transportation of any Passenger or his Baggage between any airport used by Carrier and any other location. Ground Transportation is at the Passenger's expense.

10. Miscellaneous

n. Personal Injury or Death Claims

- (1) No claim for personal injury or death of a Passenger will be entertained by Carrier unless written notice of such claim is received by Carrier within 21 days after the occurrence of the event giving rise to the claim.
- (2) No legal action on any claim described above may be maintained against Carrier unless commenced within one year of the Carrier's written denial of a claim, in whole or in part.