

CONTRACT OF CARRIAGE OF PASSENGERS AND BAGGAGE BY AIR
("CONTRACT") SKY AIRLINE S.A.

This Contract regulates the rights and obligations between SKY—as Carrier—and the Passenger in relation to the contracted transportation, which shall be governed by local regulations in the case of domestic flights and by the Convention and other applicable regulations in the case of international flights.

This Contract is made up of:

- a) the General Conditions, which apply to the Legs operated by the Carrier on both domestic and international flights and
- b) the Special Conditions applicable to each country in which the Carrier operates. Each Special Condition, respectively, forms an integral part of the Contract and regulates the specific terms and conditions of air transportation in accordance with the regulations applicable in those countries.

A. GENERAL CONDITIONS OF THE CONTRACT OF AIR TRANSPORTATION:

- I. Definitions
- II. General Rules for Passenger Air Transportation
- III. Ticket Price
- IV. General Rules for Baggage Transportation
- V. Limits of Liability in Transportation
- VI. Additional Products
- VII. Additional Fees
- VIII. Pregnant women

B. SPECIAL CONDITIONS:

- I. ARGENTINA
- II. BRAZIL
- III. CHILE
- IV. COLOMBIA
- V. PERU
- VI. DOMINICAN REPUBLIC
- VII. MEXICO
- VIII. MIAMI, UNITED STATES
- IX. URUGUAY

I. DEFINITIONS

For these General Conditions, each of the following terms shall have the following meaning:

a) **"Agent" or "Travel Agent"**: any commercial organization that acts as an intermediary between the transportation service provider or Carrier and the end user or customer, which may or may not include the provision of advice for the planning and purchase of their trip.

b) **"Ticket"** means the document or documents evidencing and attesting to the execution and terms of the Contract, whether issued manually, electronically, or by any equivalent means, provided it is issued or authorized by Carrier or a Travel Agent. They are comprised of all or some of the following documents: (i) this Contract; (ii) the provisions contained in the proof of purchase issued by the Carrier (Booking Receipt) or by any Agent; (iii) the magnetically recorded electronic ticket; (iv) the specific conditions applicable to the fare paid by the passenger; and (v) the Boarding Pass or Boarding Card.

c) **"General Conditions"**: these General Conditions.

d) **"Special Conditions"**: the conditions outlined in a document annexed to these General Conditions and governing the specific terms and conditions of carriage contracted by the Passenger in the relevant country.

e) **"Contract"**: the General Conditions, the Special Conditions, the Ticket, and the respective annexes forming part of the latter.

f) **"Convention"** means any of the following instruments, as applicable:

- a. The Convention for the Unification of Certain Rules Relating to International Carriage by Air. Warsaw, October 12, 1929;
- b. Protocol amending the Convention for the Unification of Certain Rules Relating to Carriage by Air. The Hague, September 28, 1955;
- c. Montreal Protocols I, II, III, and IV. Montreal, 1975;
- d. Convention Supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier. Guadalajara, 1961;
- e. The Convention for the Unification of Certain Rules for International Carriage by Air. Montreal, 1999;
- f. Decision 619 of the Andean Community (Colombia and Peru); and, generally, any international instrument or treaty applicable to the Carrier's services.

g) **"Baggage"**: the articles, effects, and other personal objects of a Passenger to be transported by the Carrier for the price of the respective fare that the Passenger contracts within the fare alternatives offered by the Carrier. The term "Baggage" means baggage consisting of the:

- a. Handbag;
- b. Carry-On Baggage; and,
- c. Hold Baggage.

The weight, number, type of pieces, and other dimensions of Baggage are governed by the applicable regulations, the Special Conditions, and each passenger's fare.

h) **"Excess Baggage"**: the kilograms, or fraction of a kilogram, and/or dimensions that exceed the maximum weight or measurement allowed to the Passenger for Carry-On Baggage, Handbag, and/or Hold Baggage, as applicable.

i) **"Passenger"** means a person, except crew members, carried or to be taken by the Carrier on an aircraft under the Contract.

j) **"Carrier"** means the airline that transports or undertakes to transport the passenger and/or his Baggage under this Agreement or of an interline flight or a codeshare flight and/or performs any other service in connection with such air transportation.

k) **"Leg"** corresponds to each of the legs comprised in a trip operated by the Carrier, including transportation from the departure airport to the destination airport.

l) **"Interline Flight"** means the air transport service provided to a Passenger under an existing commercial agreement between Carriers, which allows one Carrier to sell the transport services of another Carrier on a specific route operated by the latter.

m) **"Codeshare Flight"** means the transportation service provided to a Passenger under an existing commercial agreement between two Carriers, whereby they jointly market or offer the transportation of Passengers and Baggage on a specific Leg, with one Carrier performing both the transportation and marketing of that Leg and the other airline only marketing it.

II. GENERAL RULES FOR THE CARRIAGE OF PASSENGERS BY AIR

Stopovers are those mentioned on the Ticket or those appearing in the Carrier's itineraries as scheduled stopovers on the Passenger's route.

1. Carrier's Obligations and Liability

- The Carrier undertakes to operate only the transportation of the Leg(s) contracted by the Passenger with it under this Contract, having no interference or responsibility in the transportation(s) to be performed by another carrier or by several airlines, successively, before or after the Leg(s) contemplated in this Contract, which may have been contracted by the Passenger.
- The obligation of the Carrier shall be deemed to be fully and ultimately fulfilled by the fact of transporting the Passenger and his/her Baggage.
- Carrier will make reasonable efforts to transport passengers and their baggage using the published itineraries and those reflected on the ticket.

- The Carrier may offer or provide transportation by itself, or Interline Flights or Codeshare Flights or flights under other forms of contract with third parties. It may also operate the Carriage, through alternate airlines or other aircraft, change seat assignments, and modify or eliminate stopovers provided for in the Ticket, in accordance with special circumstances that may arise and in accordance with the regulations in force.

The Carrier may suspend, delay, and/or cancel the flight or modify its conditions in case of necessity due to adverse weather conditions, safety reasons, force majeure, and/or acts of God. Any exemption or limitation of Carrier's liability under applicable local or international regulations shall apply to and inure to the benefit of Carrier, as well as Carrier's agents, employees and representatives and any other person or company whose aircraft is used by Carrier to perform the carriage and the agents, employees or representatives of such person or company.

- The Carrier reserves the unrestricted right to refuse carriage on any of the Legs if the contracted fare has not been paid in whole or in part, if the means of payment used has been denied, revoked, or rendered ineffective, or if the Ticket has been obtained in violation of the law.
- Likewise, the Carrier will deny boarding of a Passenger or will arrange for their disembarkation and will exercise the actions allowed by law and/or the applicable regulations if it considers that this could affect the safety of the flight or the other Passengers.
- In particular, boarding will be denied to any Passenger who exhibits any attitude or behavior on the ground and/or on board the aircraft that constitutes (i) an act contrary to the instructions given by the crew of the aircraft or any of the Carrier's employees; and/or (ii) an act contrary to the reasonable behavior that a person or passenger should maintain; and/or (iii) an infraction or offense that in the opinion of the Carrier may endanger or jeopardize the safety of the aircraft or the security of the plane; and/or (iv) conduct contrary to the reasonable behavior that a person or passenger should maintain; and/or (v) an infraction or offense that in the opinion of the Carrier may endanger or jeopardize the safety of the aircraft or the persons or property thereon, or that threatens or compromises good order and discipline on board; and/or (vi) in general, any attitude or behavior that in the opinion of the Carrier constitutes a refusal to comply with instructions given by the crew and/or attitudes that could endanger or jeopardize the operation and/or disturb the order and/or discipline; and/or (vii) a sign or signs of having consumed alcoholic beverages in excess and/or any psychotropic substance; and/or (viii) failure to comply with any applicable law or regulation or failure to comply with any requirement made by the respective governmental authority.
- The Carrier is not liable for delays or denials of shipment suffered by the Passenger associated with or arising from the Passenger's failure to comply with the preceding obligation.
- The Carrier will deny boarding to those passengers who do not present the necessary documentation.

2. Obligations and rights of the Passenger

- Any Passenger who does not show up for boarding or who arrives late for boarding and/or

check-in on the corresponding flight (check-in), will lose the Leg associated with such flight.

- The change or refund of the fare paid shall be governed by the terms and conditions of the contracted fare and/or the applicable regulations, as applicable. It's crucial for passengers to understand the importance of punctuality in air travel, as it directly affects their journey.
- In the event that the passenger does not make the trip, he/she will be entitled to a refund of those aeronautical or airport taxes and fees that are reimbursable in accordance with the applicable regulations. In the event that such fees have not been included in the amount paid (e.g., they were collected directly by the airport), the passenger must apply for reimbursement directly to the respective airport authority, subject to the limitations or rules indicated above. This ensures that passengers are not financially burdened in case of unforeseen circumstances.
- It is the sole responsibility of the Passenger to inform himself/herself, obtain and comply with the travel requirements established in the Contract, as well as those imposed by the competent authority, and must present the identification, exit, transit, entry, visa and other documents required depending on the destination. This emphasizes the need for passengers to be well-informed and prepared before their journey.
- The Passenger's responsible for inquiring about obtaining such documents and/or complying with applicable laws and regulations.
- The Passenger must appear at the check-in counter or boarding gate at the time indicated by the Carrier, and if no time has been set, sufficiently in advance to comply with the departure formalities (which, in any case, shall not be less than 02 hours before the time set for the departure of the domestic flight and 03 hours for international flights).
- In any event, the Passenger must constantly review the provisions contained in the Booking.

A receipt or any document or means of communication that the Carrier sends to the Passenger before the contracted flight (including, but not limited to, email, text message, digital boarding pass, My Trips section on the website, etc.).

Each Passenger must undergo a security inspection by the civil aviation authority, as required by the regulations in force in the country of origin and destination of his/her flight, carried out by the respective airport operator. The Passenger must submit to the aforementioned inspection; otherwise, the authority may deny him/her access to the restricted boarding area, as well as his/her boarding and/or entry to the destination, as applicable.

3. Denied boarding due to overbooking

- In the event that there are more passengers with confirmed reservations on a flight than spaces available, provided that they have checked in with the minimum required advance notice, the Carrier will respectfully ask for volunteers to give up their confirmed space in exchange for a fair and agreed compensation.
- If insufficient volunteers are found and passengers are denied boarding against their will, they will be entitled to the benefits established in the applicable regulations.

4. Other conditions and provisions

- The Particular Conditions associated with the fare paid, duly informed by the Carrier and accepted by the Passenger before the purchase process, shall apply to the Ticket.
- Any change requested by the ticket holder must comply with the regulations regarding the fare paid and/or the applicable regulations.
- Any change requested by the Passenger that implies the issuance of a new Ticket shall be at the expense and cost of the Passenger, ensuring they are fully aware of the financial implications of their decisions.
- The illegality, invalidity, or nullity of any provision of this Agreement, under any applicable law, shall not affect the legality, validity, or effectiveness of this or any other provision, and, to this extent, this Agreement is "severable."

III. TICKET PRICE

- The price of the Ticket includes only the transportation of the Passenger and the contracted Baggage from the airport of departure to the airport of destination, with the scheduled stopovers in the case of an itinerary with connections.
- The Ticket price does not include ground transportation service between airports or between airports and/or airports in the destination city.

IV. GENERAL RULES FOR BAGGAGE TRANSPORTATION

1. General Provisions

- Baggage must be transported on the same flight the Passenger is traveling.
- All Hold Baggage must be delivered by the Passenger to the Carrier promptly at the Carrier's counter at the airport.
- Passengers are forbidden to carry baggage that is not their property or whose contents they do not know. The passenger must also keep all their baggage, duly identified, under their custody, care, control, and responsibility. At the same time, it remains in the air transportation terminal.
- The Carrier will not admit the carriage of baggage to a destination other than the final destination shown on the Ticket.
- The conditions for Baggage acceptance are as follows:
 - a) Hold Baggage must be delivered and checked in at the counters the Carrier indicates.
 - b) All Passengers must identify their baggage with suitable elements that allow its adequate legibility. The baggage identification must include the Passenger's name, surname, telephone number, e-mail, and permanent address.
 - c) All baggage is subject to inspection by both the carrier and the competent authorities.

- Any Baggage having any of the following characteristics may have its acceptance restricted or denied by the Carrier:
 - a) Incorrectly packed baggage.
 - b) Baggage exceeding the maximum dimensions and/or maximum weight established in this Contract, Booking Receipt, and/or applicable regulations.
 - c) Baggage that may pose a risk to other baggage within the aircraft's baggage compartment, including, but not limited to, Dangerous Goods or Prohibited Goods.

2. Types of Baggage

The following types of Baggage are distinguished. The dimensions and weights indicated below may vary, as shown in the Booking Receipt:

- a) **Handbag:** baggage included in the contracted airfare that the Passenger may carry in the cabin under his/her custody, care, control, and responsibility during the trip and must be placed under the seat.
Maximum dimensions: a piece or bundle of 25 x 35 x 45 centimeters, including wheels, pockets, handles, and a jacket or coat.
Maximum weight: 10 kg.
- b) **Carry-on Baggage:** baggage that the Passenger may carry in the cabin under his/her custody, care, control, and responsibility during the trip and which is included or not in the price, depending on the respective airfare contracted by the Passenger. Maximum dimensions: one 25 x 35 x 55-centimeter piece or bundle, including wheels, pockets, and handles.
Maximum weight: 10 kg.
- c) **Hold Baggage:** Passenger's baggage that has been placed in the Carrier's custody and registered for carriage in the hold, for which a baggage tag or baggage check has been issued to the Passenger and is attached to each piece received. It is included or not in the price depending on the respective airfare contracted by the Passenger. Maximum dimensions: a piece or package of 158 linear centimeters (height + width + length), considering the wheels, pockets, and handles within these measures. Maximum weight: 23 kg.

3. Dangerous Goods and Prohibited Goods

- **Dangerous Goods** shall mean those goods which are categorized under the IATA (International Air Transport Association) Dangerous Goods Regulations, or governmental laws or Carrier's regulations, including but not limited to the following: (i) Gases (compressed, liquefied, in solution or intensely cooled including aerosols), which are flammable, toxic or innocuous such as, butane, oxygen, liquid nitrogen, aerosols containing paralytic gases, liquefied gas lighter refill tubes, etc. (ii) corrosives, solid or liquid, such as: acids, alkalis, mercury, liquid electrolyte batteries, etc. (iii) explosives such as ammunition, fireworks and flares, briefcases with alarm devices, toy gun primers, etc.; (iv) flammable

liquids such as fuels, paints, thinners, etc.;(v) radioactive materials such as fuels, paints, thinners, etc.(v) radioactive materials, whatever their category; (vi) oxidizing materials and organic peroxides, such as: bleach, fertilizers, etc.; (vii) toxic and infectious substances such as: insecticides, pesticides, biological products containing pathogenic germs, etc.; (viii) flammable solids such as: insecticides, pesticides, biological products containing pathogenic germs, etc.(viii) flammable solids such as matches; and (ix) weapons, understood as any element or object that is made, or may be used, for attack or defense, such as: firearms, bladed weapons, gases, electric shock elements, sharp, sharp-edged, blunt, among which may include truncheons, axes and canes or sticks with a weight inside or in the form of a spike.

- **Prohibited Goods** shall mean those goods that, for operational safety reasons and/or because they affect the service provided by the Carrier to its passengers on the aircraft, are restricted from being carried on board the aircraft, including, but not limited to, Dangerous Goods, food and liquids in general.
- To ensure the safety of the flight and comply with the regulations in force, the Carrier and the airport security personnel may remove Dangerous Goods or Prohibited Goods carried by the Passenger, in his/her clothing or Baggage, to make them available to the respective authorities by the applicable local regulations, in the case of the former, or not to affect the good order and service offered by the Company to its Passengers, in the case of the latter.
- Passengers are allowed to carry a limited amount of medicinal and toiletry items, as informed in the www.skyairline.com section "Help Center."
- Some of the articles or items mentioned above may be transported by air under certain special conditions, covered by a bill of lading and under an air cargo tariff, for which the Passenger must consult the Carrier beforehand.

4. Baggage Allowance (Limits)

- The Passenger must comply with the weight, measurements, and maximum number of Baggage allowed as indicated in this Contract.
- The free Baggage allowance and the payments or surcharges to which the Excess Baggage will be subject are those established in the Special Conditions and informed in www.skyairline.com section "Product Rate".
- Baggage allowance may vary according to the fare conditions contracted by the Passenger and will be expressed in pieces or kilos.
- The terms and conditions and contract rates will be filed with the appropriate local aeronautical authorities to the extent required.
- The Carrier may refuse to carry all or part of the Baggage over the permitted allowances or limits or whose excess over such allowances or limits has not been duly paid for by the Passenger.
- The Passenger shall be responsible for the custody and destination of the Baggage whose carriage has been denied by the Carrier due to the Passenger's failure to comply with the above requirements, as well as concerning any other requirement that the Baggage must comply with as outlined in this Agreement.

5. Additional and/or Excess Baggage Charges

- The charge will be made according to the route traveled by the Passenger, with

a rate defined by additional grams and/or according to the extra dimensions. The country's tax must be added to the values as appropriate.

The price of Additional and/or Excess Baggage is informed at www.skyairline.com, section "Product Rate." The Carrier's personnel will also notify the price when the Passenger presents himself/herself at the counter or in the departure lounge with additional Baggage or Excess Baggage. In this case, the price must be paid at the same counter or sales office of the airport where the Passenger is boarding or in the boarding lounge, as appropriate.

6. Loss, delay, or damage to Baggage

- Carrier's liability for loss, delay in delivery, or damage to Baggage shall be subject to the provisions of law, applicable regulations, or the Convention unless the Passenger declares a higher value in advance.
- However, the responsibility for the Baggage and Hand Baggage shall be the exclusive responsibility of the Passenger, as these must always be under his/her custody and responsibility.

V. LIMITS OF LIABILITY IN TRANSPORTATION

- If a Passenger's journey begins and ends within the same country, liability for the transportation of Passengers and/or Baggage, as well as liability in case of death or bodily injury to the Passenger and/or for loss, delay, or damage to baggage and the limits of liability in respect thereof shall be governed by the applicable law of such country.
- If a Passenger's travel is international, the Convention or any other applicable global regulations, as appropriate, shall apply.
- Unless the Carrier accepts the extraordinary declaration of value, the Carrier is not responsible for the transportation of items of high commercial value and electronic items (including, but not limited to computers, money, jewelry, medicines, documentation, personal items of value, precious stones or metals, silverware, negotiable documents, securities or other valuables, cash, passports, cameras or video cameras, video cameras, computers, electronic tablets, mobile phones, calculators, glasses, bottles with liquor or perfumes, among others), which the Passenger is not responsible for, cash, passports, photographic or video cameras, film cameras, computers, electronic tablets, cell phones, calculators, glasses, bottles with liquor or perfumes, among others), which the Passenger must carry as Carry-On Baggage or Handbag (as applicable), to maintain custody and responsibility of the same at all times.

VI. ADDITIONAL PRODUCTS

The purchase of Additional Products is non-refundable, without prejudice to the rights that may apply by the applicable regulations.

1. Baggage in Hold

- The luggage selection is by section.
- There is no limit to the number of pieces of baggage per passenger purchased.
- Notwithstanding the above, the number of pieces of Hold Baggage per Passenger additionally purchased is subject to the weight and capacity restrictions of the aircraft so that they may be carried on another flight.
- The maximum excess weight is defined for each country.
- Non-conventional baggage (those different from suitcases, packages, or bags commonly used by passengers for the transportation of Baggage) will be received as long as they are packed with special and resistant material designed for transporting these elements. If the packaging is inadequate, the Carrier may not accept it as suitable for transportation.
- Infants: Children under two years of age may bring a stroller of up to two pieces, which may be checked in at the Carrier's counters or the aircraft door at no additional cost. It may be picked up at the baggage conveyor belts. In case of carrying a third piece of the car, it must be paid as additional baggage.
- It must be carried on the same flight on which the Passenger is traveling and be surrendered by the Passenger promptly at check-in time.
- Hold Baggage will not be accepted at a destination other than the final destination shown on the ticket.
- The conditions established for Baggage acceptance are as follows:
 - o The Passenger must deliver and check the Hold Baggage only at the SKY module.
 - o Passengers must properly identify their Baggage, including their name, last name, address, contact telephone number, and email.
 - o To checkin Baggage, the Passenger must be listed in the system with the flight number, date, time, and destination to which the Passenger is going.
- All Baggage is subject to review by SKY or third parties designated by SKY for such review and by the competent authorities.

2. Special baggage

- Special baggage must comply with a maximum weight of up to 23 kg and measure between 158 and 230 linear cm (width + length + height), except for surfboards and 55-inch televisions, which may measure up to 300 linear cm (width + length + height).

3. Sporting Goods

- Each piece must weigh a maximum of 23 kg and have a maximum of 230 linear cm (width + length + height). For surfboards, the dimensions can be up to 300 linear cm (width + length + height).
- Charges will be per Leg.
- It will only be sold additionally.
- **Packaging requirements**
 - o Bicycles must be packed in a rigid container (cardboard, tarpaulin, hardcover, etc.) in one of the following ways: handlebars fixed to the side and no pedals, handlebars, and pedals wrapped in plastic, plastic foam, or some similar material. They should be ridden with one of the wheels removed (preferably the front wheel) and both wheels without air.

- Surfboards, bodyboards, skateboards, skateboards, skis: Must be packed in an appropriate case/bag.
- Golf equipment: can be packed in a rigid container or a soft travel bag.
- Fishing equipment must be in a resistant container that protects it.
- Hunting Equipment: Firearms must be packed in a rigid, lockable container designed for the firearm. The Passenger must carry the transport or entry permits for the country(ies) of destination or transit.
- In case of non-compliance with the stipulated conditions, the Carrier may refuse to ship the product.
- The Passenger is responsible for knowing of and complying with all local laws regarding the possession and transportation of firearms.
- If the Passenger wishes to travel with any sports equipment not included in the above list, he/she may transport it as long as it complies with the size and weight specifications allowed as cargo, which are described in our official cargo page <https://cargo.skyairline.com/chile>.

4. Musical instruments

- If the musical instrument is larger than the cabin baggage allowance, its carriage must be treated as an Additional Hold Baggage, and the Passenger must pay the corresponding fee.
- Each piece must weigh a maximum of 23 kg. and measure a maximum of 230 linear cm. (adding width, length, and height).
- Charges will be per Leg.
- It will only be sold additionally.
- The following musical instruments may be carried as Baggage in the Hold: guitars, basses, violins, stringed instruments that comply with the weight and dimensions indicated, flutes or trumpets, keyboards, saxophones, and drum accessories. All of these must comply with the weight and dimensions indicated.
- If the Passenger wishes to transport any musical instrument other than those listed above, it must comply with the size and weight specifications allowed.
- Packing Requirements: These fragile items must be transported in rigid containers specially designed for them. The carrier will not accept any musical instrument that is not properly packed.

5. Pets

1) Pet in Cabin (PETC)

- Domestic pets are allowed in the cabin, only **dogs and cats**.
- To travel with a pet in the cabin, the Passenger must request this service at least 48 hours before departure.
- The pet must be at least twelve weeks (3 months) old to be accepted.
- Each passenger may travel with only one (1) PETC.
- Pets not confirmed by reservation will not be accepted at the airport. In case a PETC arrives without prior confirmation in the reservation, it will be verified at the airport counter if there is availability on the flight. If there is such availability, the Passenger must pay the corresponding price. Otherwise, the PETC may not be transported.

- It can be carried in the cabin as long as the maximum weight of the pet plus its container does not exceed 10 kg.
- Up to four pets can be allowed per flight in the cabin. If the available quotas have been contracted, the Carrier's system will automatically confirm or deny the service.
- Applies to domestic and international flights. If the origin or destination is the United States, pets may not be transported in the cabin, as only service animals are permitted to accompany the passenger on this route.
- Breeds considered dangerous, as well as crossbreeds with similar characteristics, will not be accepted.
- The price charged for the pet's service in the cabin is a single value per section and can be consulted at www.skyairline.com, section "Product Rate."

Container. The pet must be transported in an appropriate container, which must be provided by the Passenger, and must meet the following characteristics:

- it must be made of soft material that can withstand a trip.
- It must have adequate ventilation.
- Absorbent and impermeable floor or base and must not have wheels.
- You must allow the pet to remain in the container for the entire trip.
- The animal must have enough space to stand, move, and turn around without inconvenience.
- The dimensions of the container must be sufficient to fit the following available space: 40 cm. long x 33 cm. wide x 20 cm. high.
- The weight of the container plus the pet must be 10 kg. in total.

Considerations

- The pet may not be fed on board or leave its container during the flight.
- The care of the pet is the sole responsibility of the Passenger who transports it and releases the Carrier from any damage or harm caused to third parties.
- Pets that, due to their special characteristics, lousy odor, noise, or similar, may affect the correct order, safety, or service inside the cabin for other passengers and/or crew, shall not be admitted.
- The pet must be carried by the Passenger inside its container, at his feet or under the front seat, without causing discomfort to other passengers.
- The Passenger must: (i) have a document issued by a veterinarian certifying the pet's age and breed and stating that it is healthy enough to travel, which must be submitted to the Carrier, with a copy given to the check-in staff; and
(ii) have up-to-date vaccination certificates and other health documents required at the point of departure or destination. The necessary information may change depending on the destination, and it is the responsibility of each passenger to stay informed.
- Passengers transporting pets must keep both certificates, either originals or copies, for the entire duration of the contract of carriage.

- **For international routes:** The Passenger is responsible for reviewing the regulations of each country regarding specific documentation, vaccinations, or pet records that may be required, for which he/she should directly contact the consulate or health authority of the country to be visited.

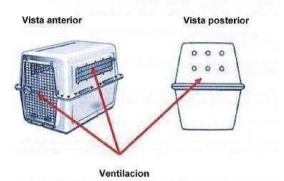
2) Pets in Hold (AVIH)

- Domestic pets, dogs, cats, and ornamental birds are allowed in the hold, subject to space availability.
 - To travel with a pet in the hold, the Passenger must request this service at least 48 hours before the departure of the respective flight.
 - Pets must be confirmed by reservation to be accepted at the airport. If a pet arrives without reservation confirmation, the airport counter will verify the flight's availability.
 - A maximum of 12 pets per flight may be transported in the hold.
 - The maximum weight to be transported, considering the pet plus its container, is up to 45 kg. for flights to and from Chile and Peru and up to 32 kg. for the rest of the routes. Up to two birds will be accepted in the same container, respecting the maximum weight indicated.
 - The pet must be at least twelve weeks (3 months) old to be accepted.
 - Applies to domestic and international flights.
 - Violent, dead, dead, sick, and pregnant female pets will not be accepted.
 - **Brachycephalic or flat-Nosed Animals:** In cases of stress, brachycephalic or short-nosed animals (including mixed breeds with similar characteristics) may experience respiratory difficulties due to their morphology. Therefore, it is recommended to consult a veterinarian prior to any air travel. For the safety of the pet, transport is permitted only in the cabin, provided that all required conditions and documentation for this type of service are met. Additionally, the passenger must sign a Letter of Responsibility, which must be submitted at the check-in counter. Some examples of brachycephalic or short-nosed breeds include: **Dogs:** Affenpinscher, Pekingese, American Staffordshire Terrier, Pit Bull, Boston Terrier, Boxer (all breeds), Bullmastiff, Presa Canario, Brussels Griffon, Bulldog (all breeds), Pug (all breeds), Chow Chow, Cane Corso, Dogue de Bordeaux, Dogo Argentino, English Staffordshire Bull Terrier, Shar Pei, English Toy Spaniel, Japanese Chin, Shih Tzu, Lhasa Apso, Mastiff (all breeds), Tibetan Spaniel. **Cats:** Burmese, Himalayan, Persian, Exotic Shorthair, Scottish Fold.
- The above list of breeds is illustrative and not exhaustive. Therefore, SKY may require in-cabin transport and compliance with the other requirements set forth in this section if it determines that the animal you wish to transport displays brachycephalic morphological characteristics, even if it does not belong to any of the breeds explicitly listed above.
- The charge for the pet in the warehouse is unique and per Tranche and can be consulted at www.skyairline.com, section "Product Rate."
 - The system will automatically confirm or deny service depending on availability.
 - The Passenger must: (i) have a document issued by a veterinarian certifying the pet's age and breed and stating that it is healthy enough to travel, which must be submitted to the Carrier, with a copy given to the check-in staff; and (ii) have up-to-date vaccination certificates and other health documents required at the point of departure or destination. The necessary information may change depending on the destination, and it is the responsibility of each passenger to stay informed.
 - Passengers transporting pets must keep both certificates, either originals or copies, for the entire duration of the contract of carriage.

For international routes: Passengers are responsible for reviewing the regulations of each country regarding specific documentation, vaccinations, or pet records that may be required. To this effect, passengers should contact the consulate or

health authority of the country they are visiting directly.

- **Container.** The pet in the hold must be in an appropriate container, which must be provided by the Passenger, and must meet the following characteristics:
 - It must be made of hard material that can withstand a trip.
 - It must have adequate ventilation.
 - Absorbent and impermeable floor or base.
 - You must allow the pet to remain in the container for the entire trip.
 - It must not have wheels.
 - The pet must have at least 10 cm of space between its head and the roof of the container. It must have enough space to stand, move, and turn around without difficulty.



All containers must be secured with a metal padlock and/or metal seal on the door to prevent opening during the trip. The Passenger must provide such a padlock and/or metal seal. Failure to comply with this requirement will result in the non- acceptance of the pet at the Passenger's full responsibility.

Notwithstanding the above, for safety reasons that may affect the operation, the decision to board an animal is always at the discretion of the airline.

3) **Animals of dangerous breeds**

- For safety reasons, the Carrier will not accept the transportation of pets in the cabin that correspond to dangerous and/or rough breeds indicated below, nor mestizo animals, whose crossbreeding originates from a rough breed, which may only be shipped in the hold and must not be older than 6 months of age, complying additionally with the container requirements established for domestic pets and the others indicated in these conditions.
- For flight safety reasons and to ensure that the flight is carried out without disturbances, the Carrier may refuse boarding in the cabin of other dangerous and/or aggressive breeds not expressly indicated in the following list, which must be transported in the hold.
- Dog breeds: American Pitbull Terrier, American Pitbull Terrier, American Staffordshire Terrier, Japanese Tosa Inu, Staffordshire Bull Terrier, Rottweiler, Bull Terrier, English Mastiff, American Bulldog, Presa Canario, Fila Brasileiro, Dogue Bordeaux, Neapolitan Mastiff, Akita Inu, Dogo Argentino, Bullmastiff.
- Brachycephalic animals: In cases of stress, brachycephalic or short-nosed animals (including mixed breeds with similar characteristics) may experience respiratory difficulties due to their morphology. Therefore, it is recommended to consult a veterinarian prior to any air travel. For the safety of the pet, transport is permitted only in the cabin, provided that all required conditions and documentation for this type of service are met. Additionally, the passenger must sign a Letter of Responsibility, which must be submitted at the check-in counter.

Some examples of brachycephalic or short-nosed breeds include: **Dogs:** Affenpinscher, Pekingese, American Staffordshire Terrier, Pit Bull, Boston Terrier, Boxer (all breeds), Bullmastiff, Presa Canario, Brussels Griffon, Bulldog (all breeds), Pug (all breeds), Chow Chow, Cane Corso, Dogue de Bordeaux, Dogo Argentino, English Staffordshire Bull Terrier, Shar Pei, English Toy Spaniel, Japanese Chin, Shih Tzu, Lhasa Apso, Mastiff (all breeds), Tibetan Spaniel. **Cats:** Burmese, Himalayan, Persian, Exotic Shorthair, Scottish Fold.

The above list of breeds is illustrative and not exhaustive. Therefore, SKY may require in-cabin transport and compliance with the other requirements set forth in this section if it determines that the animal you wish to transport displays brachycephalic morphological characteristics, even if it does not belong to any of the breeds explicitly listed above.

- However, the Passenger must also issue a letter of release of liability to the Carrier, whose format can be obtained at the following link: https://sky-cms-prod.s3.amazonaws.com/2022_05_10_Carta_Responsabilidad_Mascotas_b454541720.pdf. This letter must be signed even in cases where the animal is classified as a service animal (SVAN), in addition to the health and training documents that must be submitted prior to transportation.
- In addition to the above release of liability, Passengers must: (i) have a document issued by a veterinarian certifying the age and breed of the pet and stating that it is in good health to travel, which must be submitted to the Carrier, with a copy given to the check-in staff; and (ii) have up-to-date vaccination certificates and other health documents required at the point of departure or destination. The necessary information may change depending on the destination, and it is the responsibility of each passenger to stay informed.
- Passengers transporting pets must keep a copy of the release of liability and both certificates, either in original or in copies, for the entire duration of the contract of carriage.

6. Seats

- Each Passenger is assigned an individual seat number (except for Passengers traveling with infants (under two years of age), who are carried in their arms).
- Seats are divided into five types: (i) First Row, (ii) Fast Exit, (iii) Up Front, (iv) Extra-Space, and (v) Standard. These seating categories and aircraft seating configurations can be reviewed in detail at www.skyairline.com, in the "Product Rate" section and "Seats."
- Emergency Exit Seating Restrictions: For safety reasons, the following types of Passengers may not be assigned seats at the emergency exit:
 - a) Passengers with disabilities or reduced mobility.
 - b) Unaccompanied minor.
 - c) Passengers traveling with infants.
 - d) Passengers traveling with a pet in the cabin (PETC) or with assistance animals (SVAN).
 - e) Underage passengers.
 - f) Passengers using onboard oxygen tubing (POC container).

- g) Pregnant women.
- h) Passengers who speak a language other than English or Spanish.

7. Unaccompanied Minors escort service during the trip

- The service is intended for unaccompanied minors traveling from 5 years of age up to one day before their 14th birthday.
- The service must be requested only at the time of ticket purchase.
- Only a maximum of 5 Unaccompanied Minor Passengers may travel per flight. A maximum of 10 per flight will be accepted in case of a flight merger.
- The Unaccompanied Minor must carry a valid identity card or passport.
- To be eligible for the Service, minors must be able to feed themselves, meet their basic hygiene needs, and respond to safety instructions from the crew and airport personnel.
- They may not travel on connecting flights unless the service is contracted by Leg.
- Minors may not travel with pets in the cabin or the aircraft's hold.
- The service has an associated cost and must be paid per Leg.
- Unaccompanied minors may not be seated in the emergency queues.
- The service can only be contracted for domestic routes. It does not apply to international routes.
- The service does not include food on board, so the person who hires the service will be responsible for providing the child with the necessary money or snacks.
- The person responsible for the minor must complete the Unaccompanied Minor Transportation (UM) Form, which is available for download at https://sky-cms-prod.s3.amazonaws.com/SKY_Documento_UM_v9_Color_b97dbb2819.pdf (3 copies must be printed and completed).
- Also, this form can be requested at the SKYcounter at the airport or through our Contact Center or the "Contact Us" section of our web page www.skyairline.com to be sent via e-mail (3 copies must be printed and completed).

8. Hotel / Car / Transfer / Travel Packages

- The Passenger may contract Hotel, Car, Transfer and/or Travel Packages on the web pages to which he/she is referred from the Carrier's website ("Post-flight Services").
- The Post-flight Services are provided by and are the sole responsibility of the third

parties offering them. The Carrier shall not be held responsible for the provision of such services.

- The terms and conditions of contracting the Post-flight Services are provided directly by the third-party with whom the Passenger decides to contract.

VII. ADDITIONAL CHARGES

1. Service Fee

- The Service Fee is the amount charged per Passenger for requesting and receiving personalized attention (in sales offices and/or Contact Center) for the purchase of any of the carrier's products or services. This charge does not apply to senior citizens and/or persons who express and justify difficulties in accessing the Internet.
- The Service Fee applies to the Passenger who requires it. If this service is requested for a change of date, time, or route, the change will be made for all Passengers included in the reservation in question.
- The price of the Service Fee is reported at www.skyairline.com, under "Product Rate" and under "Service Fee."

2. Excess Baggage Fees

- Excess baggage is considered to be any baggage that (i) does not comply with the weight or dimensions requirements outlined in the General Conditions, Special Conditions and/or (ii) exceeds the quantity of baggage allowed in the fare corresponding to the Ticket.
- The price of Excess Baggage is reported at www.skyairline.com as a "Product Rate."

3. Change to an earlier flight

- The Passenger may request a change to an earlier flight.
- The change can be requested up to 2 hours before departure of the original flight.
- The change is subject to availability.
- The change is free of charge.
- It can only be done at the airport's departure counter.
- All associated products and services will be transferred to the new flight, except seat selection (non-refundable), which will be subject to the new flight's availability.
- Applies to both domestic and international flights.

4. Change to a later flight

- The Passenger may request a change to an immediately subsequent flight available

within 24 hours of the original flight. Suppose the immediately following flight has no availability. In that case, the next flight will be reviewed, and the same procedure will be repeated until space is found within 24 hours of the scheduled flight. The change cannot be made if there is no availability in the next 24 hours.

- Suppose the route does not have at least one daily flight on the requested Segment. In that case, the Passenger may select the flight immediately following the original flight, even if the original flight is scheduled for later than 24 hours after the close of the missed scheduled flight.
- The change can be requested up to 2 hours after departure of the original flight.
- The change is subject to availability.
- The change is free of charge.
- It can only be done at the airport's departure counter.
- Applies for one flight only. If you need to make changes in the following sections of the reservation, the fare regulation will be applied.
- All associated products and services will be transferred to the new flight, except seat selection (non-refundable), which will be subject to the new flight's availability.
- Applies to both domestic and international flights.

VIII. PREGNANT WOMEN

- Pregnant women shall not travel by air if their gestation period exceeds twenty-eight (28) weeks unless the trip is strictly necessary. In that case, such passengers must sign a document endorsed with a medical certificate about their fitness for the trip, discharging the Carrier's responsibility for any eventuality arising from their condition during the flight.
- Likewise, at any stage of pregnancy, a certificate from the attending physician authorizing the trip will be required when:
 - o It is a multiple pregnancy.
 - o Complications of some kind are to be expected.
 - o There are doubts about the progress of the pregnancy.
- The medical certificate must be issued ten (10) days before the trip. It must detail the origin/destination of the trip, departure/arrival dates, express authorization of the physician for transportation by air, estimated date of delivery, and weeks of gestation, and it must ensure that there is no risk of traveling by air. At the time of check-in at the counter, the passenger must present the medical certificate and sign the disclaimer document available at:
https://skycmsprod.s3.amazonaws.com/Formulario_MEDIF_SKY_mujer_em_baraz_ada_722fa7ebf5.pdf
- It is the pregnant person's obligation to get information and comply with the requirements established for the trip he/she wishes to make, which are informed in the <https://www.skyairline.com> section "H

SPECIAL CONDITIONS

Prices and charges for the air transportation service and other services or products contracted by the Passenger, as stated in the Contract, are clearly informed during the selection and contracting process through the channels provided by the Carrier. Additionally, the respective values are included in the Booking Receipt that the Carrier delivers to the Passenger at the time of contracting and is part of the air transportation contract, without prejudice of being also published in www.skyairline.com.

I. RATES

This section "I. Rates" is an integral part of and is expressly reproduced in the following sections:

- II. Special Conditions ARGENTINA
- III. Special Conditions BRAZIL
- IV. Special Conditions CHILE
- V. Special Conditions COLOMBIA
- VI. Special Conditions PERU
- VII. Special Conditions DOMINICAN REPUBLIC
- VIII. Special Conditions MEXICO
- IX. Special Conditions MIAMI, UNITED STATES
- X. Special Conditions URUGUAY

1. Types of Rates

There are five types of rates, including different products and/or services: (i) Basic Fare, (ii) Light Fare, (iii) Standard Fare, (iv) Max Fare and (v) Max Flex Fare.

2. General Rate Conditions (Basic, Light, Standard, Max and Max Flex)

Per the applicable regulations, the following conditions do not replace or restrict passengers' rights in all fares. Therefore, in any case, the right corresponding to each country shall always prevail and, in subsidy, the following.

- Rates correspond to each Leg.
- Different fares within the same Ticket may contain two or more legs.
- There cannot be different fares for two or more passengers within the same reservation.
- Basic, Light, Standard and Max Fares are **non-refundable**, except in the specific cases provided for in these Special Conditions and/or the applicable regulations.
- The fare type is chosen only at the initial purchase. If the Passenger wishes to add another product to his/her trip, it must be purchased separately.

a) Flexibility: change of date, time and route (subject to availability)

- The Passenger may request a change of date, time or route. For Basic, Light, Standard and Max fares, the Change Fee applies - which varies according to the fare - plus the fare difference, if any. For Max Flex fare, only the fare difference applies, if any.

- The Change Charge is reported at www.skyairline.com, under "Product and Service Prices", "Changes".
- The change is made per Section and Passenger.
- In the case of rerouting, the new destination must be in the same country as the destination of the original ticket.
- Date, time and route changes apply to confirmed reservations and valid tickets.
- When a date, time, or route change is made, all additional products or services purchased will be transferred to the new flight.

b) Name change

- All fares allow a name change (Passenger change) with an associated charge, depending on the purchased fare. They are allowed up to 24 hours before flight departure, paying the associated fee.
- All products and services associated with the original ticket will be transferred to the new Passenger.
- The name change can be requested at www.skyairline.com, in the "Manage your flight" section.

More information on "name change" can be found at www.skyairline.com, under the section "Manage your flight."

c) Seats

- Seats are in the Standard category. Seats in other categories ("First Row," "Fast Exit," "Up Front," and "Extra Space") will be assigned or may be purchased, depending on the Fare purchased by the Passenger.
- The prices of these seats are reported in www.skyairline.com, section "Product Rate".
- Children under 14 must travel in seats next to at least one adult in their family or an adult included in the same reservation.

d) Ticket Validity

The Ticket is valid until the date and time of the flight, without prejudice to the possibility of requesting a change to a later flight within the terms and conditions indicated in paragraph a) above. After this period, the Passenger shall only be entitled to the refund of boarding fees and taxes according to the legislation of each country.

e) Use of Legs

The Legs are independent of each other, so if the Passenger does not show up for the one-way leg, the Passenger may use the next leg without affecting the booking.

f) Minimum or Maximum Length of Stay

Not applicable.

g) Refunds

- The price of the Fare and the additional services associated with the ticket, which have been contracted by the Passenger, are not refundable, without prejudice to the possibility of exercising the right of withdrawal and/or other rights provided for in the applicable regulations.

- The Max Flex Fares allow you to request a 100% refund.
- Boarding fees: In the event of not making the trip, the Passenger shall be entitled to a refund of 100% of the boarding fees paid.
- More information is available at <https://www.skyairline.com/chile/devoluciones>.

3. Detail - Special conditions for Basic, Light, Standard, Max and Max Flex Fares

3.1. BASIC FARE

Baggage Allowance (Limits)

- The Passenger may transport as baggage only one **handbag**.
- Additional Baggage must be purchased separately as an additional product.
- The General Conditions apply to the **number** of pieces of Hold Baggage per Passenger additionally purchased.
- Baggage carried by the Passenger must comply with the weight or dimension requirements outlined in the General Conditions.
- **Excess Baggage** will be checked and transported in the aircraft's hold, and the Passenger must pay the price indicated in www.skyairline.com, section "Baggage Options".

Special conditions

The passenger can carry at no additional cost wheelchairs, crutches, canes, prostheses, strollers (only if traveling with an infant or child), insulin containers, dialysis machines, and POC (oxygen concentrators).

Seat selection

- Seat selection is not allowed.
- Seats will be randomly assigned at the time of check-in. Suppose there are two or more passengers on the same reservation. In that case, they will not necessarily travel in adjacent seats except for children under 14 years of age, for whom the corresponding regulations apply.
- Seat selection is subject to the payment of the corresponding price.

3.2. LIGHT FARE

a) Baggage Allowance (Limits)

- The Passenger may only transport one **handbag** and **carry-on baggage** in the cabin.
- Transportation of additional baggage is subject to payment at the corresponding price.
- As for the number of **additional** checked baggage pieces purchased per passenger, the General Conditions apply.
- Baggage carried by the Passenger must comply with the weight or dimension requirements outlined in the General Conditions.
- **Excess Baggage** will be checked and transported in the aircraft's hold, and the Passenger must pay the price indicated in www.skyairline.com, section "Baggage Options".

b) Special conditions

The passenger can carry at no additional cost wheelchairs, crutches, canes, prostheses, strollers (only if traveling with an infant or child), insulin containers, dialysis machines, and POC (oxygen concentrators).

c) Seat selection

- Seat selection is not allowed.
- Seats will be randomly assigned at the time of check-in. Suppose there are two or more passengers on the same reservation. In that case, they will not necessarily travel in adjacent seats, except for children under 14 years of age, for whom the corresponding regulations apply.
- Seat selection is subject to the payment of the corresponding price.

3.3. STANDARD FARE

a) Baggage Allowance (Limits)

- The passenger may carry only one **handbag** in the cabin.
- The Passenger may carry one **Baggage in the Hold**.
- As for the number of **additional** checked baggage pieces purchased per passenger, the General Conditions apply.
- Baggage carried by the Passenger must comply with the weight or dimension requirements set forth in the General Conditions.
- **Excess Baggage** will be checked and transported in the aircraft's hold, and the Passenger must pay the price indicated in www.skyairline.com, section "Baggage Options".

b) Special conditions

The passenger can carry at no additional cost wheelchairs, crutches, canes, prostheses, strollers (only if traveling with an infant or child), insulin containers, dialysis machines, and POC (oxygen concentrators).

c) Seat selection

- Seats are in the Standard category and may be chosen by the Passenger.
- Choosing a seat of a different category must be purchased separately.

3.4. MAX FARE

a) Baggage Allowance (Limits)

- The Passenger may carry **two hold baggage items, one carry-on baggage and one handbag**.
- The Passenger may carry one **Baggage in the Hold**.
- As for the number of **additional** checked baggage pieces purchased per passenger, the General Conditions apply.
- Baggage carried by the Passenger must comply with the weight or dimension requirements set forth in the General Conditions.

- **Excess Baggage** will be checked and transported in the aircraft's hold, and the Passenger must pay the price indicated in www.skyairline.com, section "Baggage Options".

b) Special conditions

The passenger can carry at no additional cost wheelchairs, crutches, canes, prostheses, strollers (only if traveling with an infant or child), insulin containers, dialysis machines, and POC (oxygen concentrators).

c) Seat selection

- Seats are in the Standard category and may be chosen by the Passenger.
- Choosing a seat of a different category must be purchased separately.

d) Voluntary change of flight

It allows a flight, time, or route change without penalty but paying the fare difference.

3.5. MAX FLEX FARE

a) Baggage Allowance (Limits)

- Passengers may only carry **one carry-on baggage and one handbag** in the cabin.
- The Passenger may carry one **Baggage in the Hold**.
- As for the number of **additional** checked baggage pieces purchased per passenger, the General Conditions apply.
- Baggage carried by the Passenger must comply with the weight or dimension requirements set forth in the General Conditions.
- **Excess Baggage** will be checked and transported in the aircraft's hold, and the Passenger must pay the price indicated in www.skyairline.com, section "Baggage Options".

b) Special conditions

The passenger can carry at no additional cost wheelchairs, crutches, canes, prostheses, strollers (only if traveling with an infant or child), insulin containers, dialysis machines, and POC (oxygen concentrators).

c) Seat selection

- Seats are in the Standard category and may be chosen by the Passenger.
- Choosing a seat of a different category must be purchased separately.

d) Voluntary change of flight

It allows a flight, time, or route change without penalty but paying the fare difference.

III. SPECIAL CONDITIONS FOR BRAZIL

PASSENGER RIGHTS

The rules set forth below shall apply to international flights covered by the Convention; the rules expressly set forth below shall apply to these flights, and in matters not expressly covered, the rules of the Convention shall apply.

A. Denied boarding due to overbooking

In the event that it is necessary to deny boarding to a Passenger due to overbooking, who has presented themselves in a timely manner and whose Ticket has been previously confirmed on a specific flight, the Carrier will first request volunteers to give up their reservations in exchange for compensation accepted from the Carrier. If no volunteers come forward, or if there are not enough volunteers, and it is necessary to deny boarding to one or more passengers against their will, the following rights shall arise:

1) At the passenger's choice: a) To be carried on the next flight available to the Carrier, or on alternative transportation, if he or she decides to continue with the air transportation contract; or b) To be reimbursed the full amount paid for the Ticket, if he or she withdraws from the transportation contract whose execution has not yet begun; or c) In the case of a journey with a stopover and/or connection that has already begun, the Passenger may choose between: (i) Being placed on the next flight available to the Carrier, or on alternative transport, if they decide to continue with the air transport contract; (ii) Being reimbursed for the unused portion; (iii) Being returned to the point of departure, with a refund of the ticket price.

2) Financial compensation: the Carrier must also offer the Passenger affected by denied boarding a sum equivalent to 500 DES (Direitos Especiais de Saque) for international flights. With regard to this compensation, it should be noted that:

a) Passengers who accept this compensation may not subsequently take action against the Carrier for denied boarding.

b) If, in accordance with paragraph (i) of number 1 above, the Passenger is boarded on the next flight available to the Carrier, and the difference in departure time from that scheduled for the flight initially booked is less than three hours, no compensation shall be payable.

c) "Journey with stopover and/or connection" means a journey whose arrival at the destination includes a point of departure and one or more intermediate points of stopover and/or connection, when they form part of the same contract.

d) Priority boarding shall be given to unaccompanied children, persons with disabilities, elderly or infirm passengers, pregnant women who, due to their condition, require priority boarding, and, in general, passengers who, for humanitarian reasons qualified by the Carrier, must be boarded with preference.

3) Assistance services: If the passenger decides to continue with the contract of carriage, the Carrier shall be obliged to provide the following assistance services:

a) Communications that the Passenger needs to make, whether by telephone, electronic means, or other similar means, if there is a difference in the scheduled departure time of the initially booked flight of more than three hours.

b) Meals and refreshments necessary until boarding the other flight, if there is a difference in the scheduled departure time of the initially booked flight of more than three hours.

c) Accommodation for Passengers with a return flight and for Passengers with an outbound flight who are denied boarding at a connection point, who are not residents of the city, town, or area of the departure airport, if they are offered a new flight departing at least the day after the departure scheduled on the Ticket, and provided that the Passenger must stay overnight for one or more nights and the waiting time for boarding the other flight so requires. "Night" shall be understood to mean from midnight to 6 a.m.

d) Transportation from the airport to the Passenger's place of residence in the city, town, or area of the airport of departure, or to the place of accommodation, and vice versa, if applicable.

e) The arrangements and services necessary to continue the journey, in the event that the Passenger misses a connecting flight with a confirmed reservation. A "connecting flight" is understood to be one whose arrival at the destination includes a point of departure and one or more intermediate connection points, when they form part of the same contract.

B. Delays and Cancellations

The Carrier is obligated to provide transportation on the date, at the time, and under the other conditions stipulated. However, it may suspend, delay, or cancel the flight or modify its conditions for reasons of safety or force majeure, such as weather conditions, armed conflicts, civil unrest, or threats to the aircraft.

Notwithstanding the foregoing, in the event of a delay or cancellation of a flight, the affected Passenger shall have the following rights: a) To board the next flight available to the Carrier, or alternative transportation, if they decide to continue with the air transportation contract, whether the flight has not yet departed or has departed and is at a stopover and/or connection. b) To the assistance services indicated in letter A. number 3 above, provided that the cause of the delay or cancellation is attributable to the Carrier, when the delay is more than 3 hours or in case of cancellation, when the offered flight departs more than 3 hours late with respect to the scheduled time of the canceled flight and provided that the Passenger decides to continue with the air transport contract. c) Reimbursement of the total amount paid for the Ticket or the unused portion, as the case may be, if the Passenger decides not to continue with the contract, and the deadlines indicated in Resolution 400 of December 13, 2016, in Articles 20 et seq., have elapsed, whether or not the cause of the delay or cancellation is attributable to the Carrier. d) Compensation in accordance with the 1999 Montreal Convention if the flight is international:

- 1999 Montreal Convention:

Article 19: "The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage, or cargo. However, the carrier shall not be liable for damage caused by delay if it proves that it and its servants and agents took all measures that were reasonably necessary to avoid the damage or that it was impossible for them to take such measures."

Article 22 No. 1: In the case of damage caused by delay in the carriage of persons, liability shall be limited to 5,351 Special Drawing Rights of the International Monetary Fund per passenger.

C. Emergency expenses in case of lost luggage

In case of lost luggage, SKY will reimburse Passengers who are away from home and need to buy essential items, such as clothes, shoes, and personal care products. The initial compensation, limited to a maximum amount of US\$50, may be requested by the Passenger 24 hours after the Baggage Irregularity Report has been opened, upon presentation of receipts and provided that the baggage remains lost. Within 24 hours of the request for the first compensation, and for each subsequent overnight stay, compensation shall be payable for a maximum amount of US\$25, limited to a total maximum amount, including the first compensation, of US\$150, provided that the baggage has been lost.

The request for reimbursement of emergency expenses may be made within 30 (thirty) calendar days after the opening of the Baggage Irregularity Report for cases in which the baggage has been found. In cases of permanent loss, the Passenger must request reimbursement of emergency expenses within a maximum of eight calendar days from the opening of the Baggage Irregularity Report.

If the baggage is not found within 07 (seven) calendar days following the opening of the Baggage Irregularity Report, the amounts paid as emergency expenses will be deducted from the amounts paid as final compensation.

If the baggage is not found within 07 (seven) calendar days of the opening of the Baggage Irregularity Report, the amounts paid as emergency expenses will be deducted from the amounts paid as final compensation.

Article 22 No. 2: In the carriage of baggage, the carrier's liability in the event of destruction, loss, damage, or delay is limited to 1,289 Special Drawing Rights per passenger.

Article 22 No. 3: In the transport of cargo, the carrier's liability in the event of destruction, loss, damage, or delay is limited to 22 Special Drawing Rights per kilogram.

Article 22 No. 5: The affected party may sue for compensation in excess of the amounts specified in Article 22 No. 1 and 22 No. 2 above if the damage was caused by the reckless act or omission of the Carrier, its employees, or agents.

ANAC Resolution 400/2016:

Art. 32: The receipt of checked baggage, without protest by the passenger, shall constitute a presumption that it was delivered in good condition.

§ Paragraph 1: In the event of loss of baggage, the passenger must immediately file a complaint with the carrier.

§ Paragraph 2: The carrier shall return the lost baggage to the place indicated by the passenger, observing the following deadlines - within 7 (seven) days, in the case of a domestic flight; or - within 21 (twenty-one) days, in the case of an international flight.

§ Paragraph 3 If the baggage is not located within the time limits set forth in Paragraph 2 of this article, the carrier shall compensate the passenger within seven (7) days.

§ Paragraph 4 In cases where the passenger finds that the contents of the baggage have been tampered with or damaged, he or she shall file a complaint with the carrier within 7 (seven) days of receipt.

§ Paragraph 5 - The carrier shall, within 7 (seven) days from the date of the complaint, take one of the following measures, as appropriate:

I - repair the damage, where possible;

II - replace the damaged baggage with equivalent baggage;

III - compensate the passenger in case of violation.

Art. 33: In the event of loss of baggage, expenses incurred by the passenger who is away from home shall be reimbursed.

Paragraph 1: Expenses shall be reimbursed within 7 (seven) days of presentation of the proof of expenses.

2. The contractual rules shall establish the form and daily limits for reimbursement. 3. If the baggage is not found:

I. The reimbursement of expenses may be deducted from the amounts paid as final compensation, within the limits established in Art. 17 of this Resolution.

II. The carrier shall reimburse the passenger for any additional amounts paid for the transport of baggage.

III. The carrier may offer credits for the purchase of tickets and services as compensation, at the passenger's discretion.

Art. 34: Damage to fragile items that have been checked in cannot be compensated by the carrier, under the terms stipulated in the contract of carriage.

D. Special rules for the air transport of persons with disabilities and reduced mobility

In accordance with Resolution 280 of July 11, 2013, of the National Civil Aviation Agency, which establishes procedures relating to accessibility for passengers with special assistance needs in air transport (hereinafter, the "Regulation"), persons with disabilities and reduced mobility shall have the following rights:

a) To request assistance from the Carrier's personnel during the boarding process, flight, and disembarkation on a preferential basis.

- b) To have adequate boarding and disembarkation facilities, using on a preferential basis mechanical lifts, ramps, tracked chairs, or other appropriate devices that preserve the person's autonomy and are available at the aerodrome or air transport terminal.
- c) To have the necessary technical aids for mobility or movement during the trip, with the Carrier guaranteeing their timely and prompt availability and the necessary measures to protect them from damage or deterioration.
- d) To board with their prostheses and/or orthoses.
- e) To be accompanied at all times by their assistance dogs.

The foregoing, under the terms and conditions set forth in greater detail in the Regulations.

Persons with disabilities and those with reduced mobility, or their companions, must inform the Carrier as soon as possible and always at least 48 hours prior to the flight schedule, regarding their situation, in the event that they require the following services from the Carrier:

- Medical oxygen certified for use in aviation, for use in the passenger cabin of the aircraft;
- Accommodation for a person who needs to travel on a stretcher, for reasons of rest, difficulty in sitting up, or simple loss of autonomy.

When providing this information, they must give a detailed description of the situation, the reasonable adjustments and support and assistance services or others required from the Carrier.

However, the aforementioned services, equipment, or accommodations will only be provided to the extent that the Carrier has them available. Likewise, the Carrier may validly prohibit boarding or establish conditions not previously agreed upon with the Passenger or their companion due to a serious discrepancy between the information provided by the Passenger in accordance with the above rules. The Carrier must justify in writing the refusal to board such persons or the establishment of requirements not agreed upon with them to make the trip, within three business days of the refusal.

In the event that a person with a disability or reduced mobility is unable to understand or comply with the minimum safety instructions given to passengers by both the flight crew and the cabin crew, or that in the event of an emergency procedure they are unable to fend for themselves, attend to their physiological needs, or act in accordance with the instructions of the flight crew and cabin crew, and the above compromises the safety of the aircraft's operation or that of the other passengers on board, they may only fly if they are accompanied by a passenger who can assist them.

E. Special rules for the transport of firearms or the boarding of passengers with firearms

1) Check-in of weapons or boarding of passengers with firearms. Any passenger carrying a firearm, with authorization to do so, and who intends to travel on a domestic flight in Brazil,

in the event of checking in the firearm, must arrive at least two hours before the scheduled check-in time at the SKY service counter at the airport of origin. If the Passenger wishes to board with a firearm, they must arrive at least 60 minutes before the scheduled check-in time. The Passenger must also present the relevant documentation in accordance with current legislation in order to carry out the corresponding security procedures. The public security agency at the respective airport will be responsible for verifying, approving, and authorizing the Passenger to board or, otherwise, approving the shipment of the weapon in the aircraft's hold. Weapons for sporting use must be shipped in the aircraft's hold and assigned a specific location within it.

2) The transport of firearms on international flights is prohibited, except as provided for in treaties, conventions, and agreements signed between the Government of Brazil and the country of destination of the flight. Passengers may check firearms on international flights with authorization from the Army Command.

F. Passengers Under Custody

1) The carriage of a passenger, including a minor passenger, under the custody of a law enforcement authority on domestic flights shall be carried out in full compliance with all requirements set forth in the National Civil Aviation Security Program (PNAVSEC).

2) The air transportation of a passenger under custody shall be coordinated by the authority responsible for the escort with the aerodrome operator, the air carrier, and the Federal Police authority, in order to establish, in accordance with the escort team's operational needs, special security measures and procedures for boarding and disembarkation, as well as rules of conduct on board the aircraft.

The air transportation of passengers under judicial conditions and/or under escort shall be coordinated with a minimum notice of forty-eight (48) hours between the airport law enforcement authority, the local airport administration, and SKY, establishing special security measures for boarding and on-board conduct, ensuring that boarding and disembarkation are always carried out in a discreet manner.

3) A maximum of two (2) passengers under custody may be transported on the same aircraft per flight, each accompanied by their respective escort team, composed of no fewer than two (2) security officers per escorted passenger.

The Carrier may deny boarding of a passenger under custody if the escort team is not composed of at least two (2) security professionals per escorted passenger, in accordance with safety and security requirements.

4) The Carrier and the aircraft commander may deny boarding of a passenger under custody if they consider that such passenger may represent a potential threat to operational safety, security against unlawful interference, or the safety of other passengers.

The level of dangerousness of the person under custody shall be assessed by the law enforcement authority prior to transportation on passenger flights, as the Carrier reserves the right to deny carriage if it determines that the passenger represents a potential risk to flight safety or to other passengers.

5) The on-board service provided to the passenger under custody and to the escort team shall not include alcoholic beverages, metal utensils, or sharp, piercing, or cutting instruments, in accordance with applicable safety and security regulations.

XI. SPECIAL CONDITIONS MIAMI, UNITED STATES

The Rules contained in this Annex (i) shall apply to flights to and from the United States of America, (ii) are in addition to the Carrier's General and Special Conditions, and (iii) are subject to the Convention for the Unification of Certain Rules for International Carriage by Air, which became effective on May 28, 1999 (Montreal Convention) in the case of carriage referred to as "international carriage" under such Convention. Capitalized terms not defined herein shall have the meanings ascribed to them in the Carrier's General Conditions. This Annex shall apply only to the carriage of Passengers and Baggage performed by the Carrier.

PASSENGER RIGHTS

A. Refusal of transportation

Carrier reserves the unrestricted right to refuse carriage on any leg of the itinerary purchased by Passengers if the contracted fare has not been paid, in whole or in part, or if the means of payment used has been rejected, revoked, or deemed null and void, or if the ticket has been obtained in contravention of applicable law. In addition, Carrier will refuse to permit Passengers to board or order Passengers to disembark and will take all action following applicable law if it believes that Passengers may affect the safety of the flight or other Passengers, provided that such refusal or other action is by applicable law, including, but not limited to, Title 14, Part 382 of the Code of Federal Regulations for flights to and from the United States of America.

B. Failure to check in/board or comply with applicable deadlines

Except as otherwise required by applicable law, including but not limited to the provisions of Title 14, Part 382 of the Code of Federal Regulations for flights to and from the United States of America, if a Passenger fails to appear for travel without notifying the Carrier prior to departure of the flight or is late for boarding and/or check-in for the departing flight, the Carrier may cancel the Passenger's reservation for that flight and the remaining flights on the Passenger's itinerary and the unused legs of the Ticket shall have no residual value; and provided that the Passenger may request that the Carrier reimburse the Passenger for air travel taxes, governmental fees and charges that are refundable in accordance with the respective country's regulations or limitations. If such fees have not been included in the amount paid (e.g., if charged directly by the airport), the Passenger may request reimbursement directly from the respective airport authority, subject to the aforementioned limitations or regulations.

C. Right of cancellation (commonly referred to as the 24-hour rule)

Passengers may request the cancellation of their reservation without penalty no later than twenty-four (24) hours after the reservation is made, provided that the Ticket is purchased at least seven (7) days prior to the date and time of departure of the first flight in the itinerary. Passengers may submit the request through the SKY Customer Service Center.

The right of cancellation shall not apply to air tickets booked through travel agencies, travel agents, or other external agents.

D. Flight irregularities and overbooking

In the event of extended tarmac delays at U.S. airports or other flight irregularities or overbooking, the following will apply:

- A. For extended tarmac delays at U.S. airports, passengers will be accommodated in accordance with the Carrier's tarmac delay contingency plan.
- B. For flight irregularities, i.e., cancellation, detour, or delay of thirty (30) minutes or more in the planned operation of a flight occurring within seven (7) calendar days of the scheduled operation, Carrier will provide flight status notifications to Passengers as required under Title 14 Code of Federal Regulations Section 259.8.
- C. In addition to the provisions of paragraph B above, in the event of cancellation, detour or delay in the scheduled operation of a flight resulting in the arrival of a Passenger at the destination for which the ticket was issued more than four (4) hours after the scheduled arrival time of the originally scheduled flight, Carrier will, at the request of the Passenger, provide a refund of the unused leg of the Ticket.
- D. For Passengers with a confirmed reserved space for a flight departing the United States of America and who are denied boarding due to an overbooking event, the Carrier will provide compensation per Title 14, Part 250 of the Code of Federal Regulations. Such compensation, where applicable, shall be paid in cash or by check on the day and at the place of denied boarding and provided that if Passengers agree to Carrier arranging alternate transportation and such transportation departs before such payment can be made, payment shall be sent to the Passenger by mail or other means not later than twenty-four (24) hours after denied boarding.

E. Passenger rights

Carrier's flights to and from the United States of America will be subject to Carrier's **customer service plan**.

F. Baggage and transportation of certain items

- A. Carrier will reimburse baggage fees for lost baggage.
- B. Passengers may carry medicines and toiletries in their baggage, subject to the restrictions stipulated under the regulations governing the carriage of Dangerous Goods. Before including them in their Baggage, Passengers must request information from the Carrier's employees.
- C. Items that the Passenger may carry at no additional cost: any equipment that is an assistive device, as defined in Title 14 Part 382 of the Code of Federal Regulations.
- D. Urns containing cremated human remains may be transported in the cabin and cargo holds. Transportation of these urns is subject to local regulations in each country; therefore, Passengers are responsible for transporting such urns with all necessary documentation.
- E. The carriage of firearms is not permitted on flights to or from the United States of America. If the presence of weapons is detected, the Carrier may remove them and

place them at the disposal of the competent authorities, in compliance with applicable local regulations.

G. Transport of animals in the cabin and cargo hold

- A. Subject to the provisions of paragraph B below, dogs, cats, birds, fish, ferrets, guinea pigs, rabbits and hamsters are allowed to be transported provided the Passenger has the appropriate health certificate issued by a veterinarian.
- B. Service animals (defined as dogs, regardless of breed, individually trained to work or perform tasks for the benefit of a qualified person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) will be transported in the passenger cabin at no additional charge. Service animals are generally not required to be confined in a kennel or cage for such transportation and do not require a health certificate from a veterinarian other than as required by government regulations. Such transportation must be requested forty-eight (48) hours before flight departure (for flights booked more than 48 hours before the first initially scheduled departure time) or at the time of booking (for flights booked within 48 hours of departure time).
- C. Passengers must verify and comply with the requirements for the transport of animals stipulated by the sanitary authority of the places of origin and destination.

H. Correction of personal data

Errors in personal data that have been entered on the Tickets may be corrected free of charge. This correction must be communicated to the Carrier no later than twenty-four (24) hours after the purchase of the ticket. It's important to note that under no circumstances shall the correction of errors in personal data entitle Passengers to make a change of the original Passenger, ensuring the integrity of the ticketing process.

I. Special rules for air transportation of persons with disabilities

The carrier will transport and provide other accommodations related to air travel to qualified individuals with disabilities in accordance with Title 14 Part 382 of the Code of Federal Regulations.