

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.

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

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) "**Additional Products**" means any of the products listed in Section VI of this Agreement.
- k) "**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.

l) **"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.

m) **"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.

n) **"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 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, as well as any Additional Products purchased by the passenger, if applicable, from the airport of departure to the airport of destination, with the scheduled stopovers in the case of an itinerary with connections, without prejudice to any Additional Products that must be purchased for each flight segment.
- 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.(vi) radioactive materials, whatever their category; (vii) oxidizing materials and organic peroxides, such as: bleach, fertilizers, etc.; (viii) toxic and infectious substances such as: insecticides, pesticides, biological products containing pathogenic germs, etc.; (ix) flammable solids such as: insecticides, pesticides, biological products containing pathogenic germs, etc.(x) flammable solids such as matches; and (xi) 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 a limit of 5 pieces of baggage per passenger additionally 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 in addition.
- 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.
 - o Surfboards, bodyboards, skateboards, skateboards, skis: Must be packed in an appropriate case/bag.
 - o Golf equipment: can be packed in a rigid container or a soft travel bag.
 - o 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 in addition.
- 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

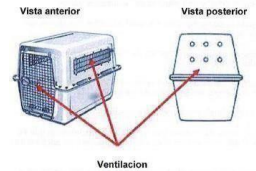
- The pet may not be fed on board or leave its container during the flight.
 - The care of the pet is the sole responsibility of the Passenger who transports it and releases the Carrier from any damage or harm caused to third parties.
 - Pets that, due to their special characteristics, lousy odor, noise, 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 9 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. This list is descriptive and non-exhaustive, and the airline shall always retain the discretion to decide whether or not to board an animal for safety reasons or other reasons that may affect the operation.
- 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) Economy Premier, (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.

Economy Premier

- The service includes:
 - a) A seat located in rows 1 to 3 of the cabin.
 - b) Onboard meal service provided prior to the start of onboard sales, which may vary depending on flight duration, route, and operational conditions (menu selection not included). Conditions may be reviewed in detail at www.skyairline.com.
 - c) Priority boarding in Group 1.
 - d) Priority use of overhead compartments (bins) located in rows 1 to 3.
- The service may be requested at the time of purchasing the Passenger Ticket or subsequently through the “My Trips” section on the website or through our Contact Center.
- The service has an associated fee and must be paid per seat and per Flight Segment.
- The service may be purchased for domestic and international routes.
- Service availability will be subject to inventory by flight and route. There are routes on which the Economy Premier service may be available without meal service due to operational conditions, including but not limited to: (i) short flight duration; or (ii) weather or safety conditions.
- In the event that the passenger travels with an Infant, the Infant shall not be entitled to catering or meal service associated with the service.
- SKY may reassign seats for operational safety reasons. In such cases, the value of the service will be refunded.
- In the event that the passenger is seated in rows 1 to 3 of the cabin for operational reasons without having purchased Economy Premier, the passenger shall not receive the benefits associated with this Additional Product.
- For operational reasons, Economy Premier may not be purchased by passengers who have purchased Pet in Cabin (PETC).
- No right of withdrawal applies.
- This service is non-transferable.

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 2 Unaccompanied Minor Passengers may travel per flight. A maximum of 4 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 SKY counter 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:

- It is a multiple pregnancy.
 - Complications of some kind are to be expected.
 - 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_embar_az_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 to a previous flight or to a later flight, within the terms and conditions indicated in the General Conditions.

- 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 Leg 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 ("Economy Premier," "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

a) 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".

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.

3.2. 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.

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.

II. SPECIAL CONDITIONS ARGENTINA

PASSENGERS' RIGHTS

In each case, the provisions of the Convention, the Aeronautical Code (Law No. 17,285), Resolution No. 1,532/98 of the Ministry of Economy and Public Works and Services, as amended by Resolution No. 203/13 of the National Civil Aviation Administration, shall apply, together with the rules expressly set forth below.

A. Denied Boarding Due to Overbooking

In the event that it becomes necessary to deny boarding to a Passenger due to overbooking, provided that such Passenger has presented himself/herself in due time and holds a previously confirmed Passenger Ticket on a specific flight, the Carrier shall first request volunteers willing to relinquish their reservations in exchange for benefits accepted by them from the Carrier. If no volunteers come forward, or if their number is insufficient, and it becomes necessary to deny boarding to one or more passengers against their will, the following rights shall arise:

1. In relation to transportation:

- Mandatory inclusion on the Carrier's next immediate flight to the destination; or
- Endorsement of the transportation contract, including confirmed-space connections, when acceptable to the Passenger; or
- Re-routing by another route to the destination indicated in the contract, through the services of the Carrier or another carrier, or by another means of transportation, in the latter cases subject to space availability.
- If the sum of the fare, excess baggage charge, and any other applicable service charge for the new routing is greater than the refund value of the ticket or the applicable unused portion thereof, the Passenger shall not pay any additional fare or charge, and the Carrier shall refund the difference if the fare and charges for the reprogrammed route are lower:
 - a) Compensation for denied boarding in accordance with the Carrier's regulations.
 - b) Immediate reimbursement, if applicable, of the unused portion of the transportation contract price, in accordance with the payment method used.

Passengers who voluntarily and expressly accept compensation for denied boarding and transportation under any of the conditions detailed in this section shall not be entitled to make any subsequent claim against the Carrier, without prejudice to receiving the incidental services provided by the Carrier at its expense in connection with such situation.

Notwithstanding the foregoing, unaccompanied minors, persons with disabilities, elderly passengers or passengers in delicate health, pregnant women who, due to their condition, require priority boarding, and, in general, passengers who, for humanitarian reasons as determined by the Carrier, must be boarded with priority, shall be boarded on a priority basis.

2. Reimbursement of amounts paid for:

- The outbound fare, less applicable discounts and charges, from the point of interruption to the destination or first stopover point;
- Accommodation; or

- The difference between the fare paid and the fare corresponding to the transportation used.

3. The following incidental services:

- Telephone or telegraphic communication to the destination point and local communications.
- Meals and refreshments according to the waiting time until boarding another flight.
- Hotel accommodation, at the airport or in the city, when the delay of a flight exceeds four (4) hours.
- Ground transportation to and from the airport.

Incidental services shall not be provided in cases where, as a consequence of weather conditions, a flight is cancelled or delayed, baggage delivery is delayed, a stopover or destination point cannot be reached, or a connecting flight for which the Passenger held a confirmed reservation is missed.

Nevertheless, in such cases, the Carrier shall use all means available to ensure that the Passenger receives adequate and truthful information regarding delays caused by such circumstances, until the service is provided or resumed, or until the Passenger is re-routed through the services of another carrier or by an alternative means of transportation.

This regime shall not apply to a Passenger who has failed to present himself/herself at the place and time indicated by the Carrier, or who has failed to comply with reservation confirmation or reconfirmation requirements in accordance with the Carrier's regulations.

B. Delays or Cancellations

The Carrier is obliged to provide transportation on the date, at the time, and under the conditions agreed upon. However, it may suspend, delay, or cancel a flight, or modify its conditions, for safety reasons or due to force majeure events arising subsequently, such as weather phenomena, armed conflicts, civil disturbances, or threats against the aircraft. In such cases, either party may terminate the Contract, each bearing its own losses.

Without prejudice to the foregoing, in the event of a delay or cancellation of a flight, the affected Passenger shall be entitled to the rights set forth in Section "A" above, without prejudice to the provisions of the Convention and other applicable regulations.

C. Special Rules for the Air Transportation of Persons with Disabilities and Persons with Reduced Mobility

Persons with disabilities and persons with reduced mobility, or their companions, shall inform the Carrier as soon as possible and always at least 48 hours before the scheduled flight departure time regarding their condition if they require any of the following services from the Carrier:

- a) Certified medical oxygen approved for aviation use, to be used in the aircraft passenger cabin;
- b) Accommodation for a person who needs to travel on a stretcher due to the need for rest, difficulty standing up, or simple loss of autonomy.

When providing such information, they shall describe in detail their condition and the reasonable accommodations, support services, assistance services, or any other requirements requested from the Carrier.

However, the services, equipment, or accommodations referred to above shall be provided only 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 his/her companion where there is a serious discrepancy between the information provided by the Passenger and the actual circumstances, in accordance with the rules set forth above. The Carrier shall provide written justification for the denial of boarding of such persons or for the imposition of requirements not previously agreed upon, within 3 business days following the denial.

In the event that a person with a disability or reduced mobility is unable to understand or comply with the minimum safety instructions provided by the flight crew or cabin crew, or, in the event of an emergency procedure, is unable to care for himself/herself, attend to his/her physiological needs, or act in accordance with the instructions of the flight crew and cabin crew, and such circumstances compromise the operational safety of the aircraft or that of the other passengers on board, such person may travel only if accompanied by another passenger who is able to provide the necessary assistance.

D. Transfer of Ticket Ownership

The Passenger may freely transfer his/her Ticket without charge under the same terms and conditions contained in the original ticket, subject to the following conditions:

- Applicable to the Ticket and ancillary products associated with the same Passenger (according to identification number – DNI or Passport) within the same reservation.
- In the case of international routes:
 - o The request may be made up to 24 hours before the departure of the first flight segment of the reservation.
 - o Each Ticket may be transferred free of charge only once, meaning that the reservation number must correspond to the same Passenger identification number.
 - o Transfer is not permitted if the Ticket contains any flight segment with status boarded, no show, or used.
- In the case of domestic routes: the request may be made free of charge up to 24 hours before the scheduled departure time of the first segment of the reservation.
- The request must be submitted through the form available at: https://www.skyairline.com/argentina/formularios/contactanos?typeOfCase=14_84_466
- Valid only between natural persons.
- Each Passenger is entitled to a maximum of one free transfer per semester in each calendar year, i.e., from January 1 to December 31 (first semester: January 1 to June 30; second semester: July 1 to December 31). Any additional transfers shall be subject to an issuance fee of USD 15.

- The Passenger must attach a photograph of his/her identity document to the form, except in the case of a domestic route.

E. Passenger Withdrawal

In the case of domestic and international flights, the Passenger may unilaterally terminate the Contract of Carriage by exercising the right to withdraw from the purchase, without penalty, subject to the following conditions:

- If the purchase is made between 19 days before the flight and the day of the flight itself, the Passenger shall not be entitled to withdraw from the purchase of the Passenger Ticket.
- If the purchase is made between 180 days and 20 days before the flight, the Passenger shall be entitled to withdraw from the purchase within 48 hours following the purchase. In such case, the refund shall be made within 30 days from the exercise of the right of withdrawal through the “Manage Your Flight” section of SKY’s website, www.skyairline.com.
- If the purchase is made 181 days or more before the flight date, the Passenger shall be entitled to withdraw from the purchase within 7 days following the purchase. In such case, the refund shall be made within 30 days from the exercise of the right of withdrawal through the “Manage Your Flight” section of SKY’s website, www.skyairline.com.
- The cancellation shall apply to the entire reservation purchase, including all Tickets and ancillary services acquired in the same transaction.
- The refund shall be made using the same payment method used to purchase the Passenger Ticket.

III. SPECIAL CONDITIONS BRAZIL

PASSENGERS' RIGHTS

The rules set forth below shall apply to those international flights to which the Convention applies; for such flights, the rules expressly indicated below shall apply, and with respect to matters not expressly indicated, the provisions 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, provided that such Passenger has presented himself/herself in due time and whose Passenger Ticket has been previously confirmed on a given flight, the Carrier shall first request volunteers to come forward and relinquish their reservations in exchange for the benefits that they agree to receive from the Carrier. If no volunteers come forward, or if their number is insufficient, 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 option: a) To be boarded on the next flight available to the Carrier, or on alternative transportation, should the passenger decide to continue with the contract of air transportation; or b) To be reimbursed for the total amount paid for the Ticket, if the passenger withdraws from the transportation contract whose performance has not yet begun; or c) If it is a journey with a stopover and/or connection that has already begun, the Passenger may choose between: (i) Being boarded on the next flight available to the Carrier, or on alternative transportation, should the passenger decide to continue with the contract of air transportation; (ii) Being reimbursed for the unused portion; (iii) Being returned to the point of departure, with reimbursement of the ticket price.

2) To economic compensation: The Carrier shall furthermore offer the Passenger affected by a denied boarding compensation equivalent to 500 SDRs (Special Drawing Rights) for international flights. With respect to this compensation, the following should be noted:

- a) A Passenger who accepts such compensation shall not subsequently be entitled to bring actions against the Carrier for the denied boarding.
- b) If, pursuant to item (i) of number 1 above, the Passenger is boarded on the next flight available to the Carrier, and the difference between the departure time and that originally scheduled is less than three hours, no compensation shall be payable.
- c) "Journey with a stopover and/or connection" means a journey whose arrival at the destination point includes a point of departure and one or more intermediate stopover and/or connection points, when they form part of the same contract.
- d) Unaccompanied minors, persons with disabilities, elderly passengers or passengers in delicate health, pregnant women who, due to their condition, require priority boarding, and, in general, passengers who, for humanitarian reasons determined by the Carrier, must be boarded with preference, shall be boarded on a priority basis.

3) To assistance services: If the passenger decides to continue with the transportation contract, 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 any other similar means, if the difference between the departure time and that originally scheduled exceeds three hours.

- b) Meals and refreshments necessary until boarding the other flight, if the difference between the departure time and that originally scheduled exceeds three hours.
- c) Accommodation for Passengers on a return flight and for Passengers on an outbound flight who are denied boarding at a connection point and who are not residents of the city, locality or area of the departure airport, if they are offered a new flight departing no earlier than the day following the departure scheduled on the Ticket, provided that the Passenger must stay one or more nights and the waiting time to board the other flight so requires. "Night" shall mean from midnight until 6:00 a.m.
- d) Transportation from the airport to the Passenger's place of residence in the city, locality or area of the departure airport, or to the place of accommodation, and vice versa, where 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. "Connecting flight" means a flight whose arrival at the destination point includes a point of departure and one or more intermediate connection points, when they form part of the same contract.

B. Delays or Cancellations

The Carrier is obliged to perform the transportation on the date, at the time and under the other stipulated conditions. However, it may suspend, delay or cancel the flight or modify its conditions for safety reasons or due to force majeure arising thereafter, such as weather phenomena, armed conflicts, civil disturbances or threats against the aircraft.

Without prejudice to 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, should the Passenger decide to continue with the air transportation contract, whether the flight has not yet commenced or has commenced and is at a stopover and/or connection point. b) To the assistance services indicated in Section A, number 3 above, provided that the cause of the delay or cancellation is attributable to the Carrier, when the delay exceeds 3 hours, or in the event of cancellation, when the offered flight departs more than 3 hours later than the time scheduled for the cancelled flight, and provided that the Passenger decides to continue with the air transportation contract. c) Reimbursement of the total amount paid for the Ticket or of the unused portion thereof, as applicable, if the Passenger decides not to continue with the contract and the periods indicated in Resolution 400 of December 13, 2016, 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.

- Montreal Convention of 1999:

Article 19: "The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or 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 the Event of Lost Baggage

In the event of loss of baggage, SKY shall reimburse a Passenger who is away from home and who must purchase essential items, such as clothing, shoes, and personal care products. The initial compensation, limited to a maximum amount of US\$50, may be requested by the Passenger after 24 hours have elapsed since the opening of the Baggage Irregularity Report, upon presentation of invoices and provided that the baggage remains in a lost status. Within the 24 hours following the request for the first compensation, and for each subsequent overnight stay, compensation in the maximum amount of US\$25 shall be owed, subject to a total maximum amount, including the first compensation, of US\$150, provided that the baggage remains lost.

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

In the event that the baggage is not found within 07 (seven) calendar days following the opening of the Baggage Irregularity Report, the amounts paid as emergency expenses shall 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 shall be limited to 1,289 Special Drawing Rights per passenger.

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

Article 22 No. 5: The affected party may bring a judicial claim for compensation in an amount greater than that established in Articles 22 No. 1 and 22 No. 2 above, if the damage was caused by a reckless act or omission of the Carrier, its employees or agents.

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Art. 32: 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 shall immediately submit a protest to the carrier.

§ Paragraph 2: The carrier shall return the lost baggage at 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 periods established in Paragraph 2 of this article, the carrier shall compensate the passenger within 7 (seven) days.

§ Paragraph 4: In cases where the passenger proves that the contents of the baggage have been tampered with or damaged, the passenger shall submit a protest to the carrier within 7 (seven) days from receipt.

§ Paragraph 5: The carrier shall, within 7 (seven) days from the date of the protest, adopt one of the following measures, as applicable:

- I. Repair the damage, when possible;
- II. Replace the damaged baggage with another equivalent baggage;
- III. Compensate the passenger in the event of violation.

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

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

Paragraph 2: Contractual rules shall establish the method and daily limits for reimbursement.

Paragraph 3: If the baggage is not found:

- I. Reimbursement of expenses may be deducted from the amounts paid as final compensation, within the limits established in Article 17 of this Resolution.
- II. The carrier shall reimburse the passenger for any additional amounts paid for the transportation of the baggage.
- III. The carrier may offer credits for the purchase of tickets and services as compensation, at the passenger's option.

Art. 34: Damage caused to checked fragile items may not be compensated by the carrier, under the terms established in the contract of carriage.

D. Special Rules for the Air Transportation of Persons with Disabilities and Reduced Mobility

In accordance with the provisions of 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 transportation (hereinafter, the "Regulation"), persons with disabilities and persons with reduced mobility shall have the following rights:

- a) To request assistance from Carrier personnel during the boarding process, throughout the flight, and during disembarkation, on a priority basis.
- b) To have adequate boarding and disembarkation facilities, using mechanical lifts, ramps, stair-climbing wheelchairs or other suitable devices available at the aerodrome or air transport terminal that preserve the person's autonomy, on a priority basis.
- c) To have available during the journey the technical aids necessary for their mobility or movement, with the Carrier guaranteeing their timely availability and taking the necessary measures to safeguard them and prevent damage or deterioration.
- d) To board with their prostheses and/or orthoses.
- e) To be permanently accompanied by their assistance dogs.

The foregoing shall apply under the terms and conditions regulated in greater detail in the Regulation.

Persons with disabilities and those with reduced mobility, or their companions, shall inform the Carrier, as soon as possible and always at least 48 hours prior to the flight departure time, of their situation, in the event they require from the Carrier any of the services indicated below:

- Certified medical oxygen for aviation use, to be used in the passenger cabin of the aircraft;
- Accommodation for a person who needs to travel on a stretcher, due to the need for rest, difficulty in getting up, or simple loss of autonomy.

When providing this information, they shall describe in detail the situation, the reasonable adjustments and support and assistance services, or any others that they require from the Carrier.

Notwithstanding the foregoing, the services, equipment or accommodations referred to above shall be provided only 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 his/her companion in the event of a serious discrepancy between the information provided by the latter in accordance with the rules indicated above. The Carrier shall justify in writing the denial of boarding of such persons or the establishment of requirements not agreed with them in order to undertake the journey, within 3 business days from the denial.

In the event that a person with a disability or with 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 if, in the event of an emergency procedure, he/she is unable to care for himself/herself, attend to his/her physiological needs or act in accordance with the instructions of the flight crew and cabin crew, and the foregoing compromises the operational safety of the aircraft or that of the other passengers on board, such person may only travel provided that he/she travels together with an accompanying passenger who assists him/her.

E. Special Rules for the Transportation of Firearms or the Boarding of Passengers with Firearm(s)

- 1) Dispatch of firearms or boarding of Passengers with a firearm. Any Passenger carrying a firearm, having authorization to do so, and intending to travel on a domestic flight in Brazil, in the event of checking the firearm, must present himself/herself at least 02 hours before the scheduled reporting time for check-in at SKY's service counter at the airport of origin. In the event of wishing to board with a firearm, the Passenger must present himself/herself at least 60 minutes before the scheduled reporting time for check-in. Likewise, the Passenger must present the relevant documentation in accordance with applicable legislation in order to carry out the corresponding security procedures. It shall be the responsibility of the public security authority of the respective airport to verify, approve and authorize the Passenger to board or, otherwise, approve the checking of the firearm in the aircraft hold. Firearms for sporting use must be checked in the aircraft hold and assigned a specific location within it.

- 2) The transportation of firearms on an international flight is prohibited, unless otherwise provided for in treaties, conventions and agreements signed between the Government of Brazil and the destination country of the flight. The Passenger may check the firearm on an international flight with authorization from the Army Command.

F. Passengers in Custody

1. The transportation of a passenger or minor passenger under the custody of a police authority on a domestic flight shall be carried out in compliance with all requirements established in the National Civil Aviation Security Program – PNAVSEC.
2. The air transportation of a passenger in custody shall be coordinated by the authority responsible for the escort with the aerodrome operator, the air operator and the Federal Police representative, with the purpose of establishing, according to the needs of the escort team, special security measures and procedures for boarding and disembarkation, as well as conduct on board the aircraft.

The air transportation of a passenger under judicial conditions and/or escorted shall be coordinated at least 48 (forty-eight) hours in advance between the Airport Police Authority, the local airport administration and SKY, establishing special security measures for boarding and the conduct to be adopted on board the aircraft, ensuring that boarding and disembarkation are always carried out discreetly.

3. A maximum of 2 (two) persons in custody per flight may be transported on the same aircraft, together with their respective escort, consisting of a minimum of 02 (two) security agents for each person in custody.

Boarding of the passenger in custody may be denied by the carrier if the escort team is not composed of at least 2 professionals per passenger in custody.

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

The dangerousness of the person in custody shall be taken into consideration by the police authority when transporting such person on passenger flights, since SKY may deny boarding to the person in custody if it considers that such person represents a potential threat to the safety of the flight and the other passengers.

5. The onboard service to be provided to the passenger in custody and the escort team shall not include alcoholic beverages, metal utensils, or piercing or cutting instruments.

IV. SPECIAL CONDITIONS CHILE

PASSENGERS' RIGHTS

The rules set forth below shall apply to those flights governed by the provisions of the Chilean Aeronautical Code. For international flights to which the Convention applies, the rules expressly set forth below for such flights shall apply, and with respect to matters not expressly provided for, the provisions of the Convention shall apply.

A. Denied Boarding Due to Overbooking

In the event that it becomes necessary to deny boarding to a Passenger due to overbooking, provided that such Passenger has presented himself/herself in due time and whose Passenger Ticket has been previously confirmed on a given flight, the Carrier shall first request volunteers to come forward and relinquish their reservations in exchange for the benefits they agree to receive from the Carrier.

If no volunteers come forward, or if their number is insufficient, and it is necessary to deny boarding to one or more passengers against their will,

The Carrier shall inform consumers in writing, at the very moment of the denial and before adopting any compensatory measure, of:

- a) The rights of the passenger affected by the denial and the objective reasons justifying the adoption of such measure.
- b) The indemnities, compensations and mitigation measures established by law for such purposes and the manner in which the provider shall comply with such obligations.
- c) The complaint and claim mechanisms available to consumers in the event of non-compliance with such obligations, before the company and before the National Consumer Service, as well as the competent courts where the corresponding legal actions may be exercised.
- d) The fines applicable to violations of this provision.
- e) Any other measures and rights that providers consider appropriate and suitable to inform.

In the event that the consumer chooses restitution of the money, or that fines or compensations must be paid, payment shall be made in the most expeditious manner possible, within a maximum period of ten business days from the denial of boarding. The consumer shall always have the option of receiving such amounts at least in cash or by electronic bank transfer.

Additionally, the following rights shall arise:

- 1) At the passenger's option: a) To be boarded on the next flight available to the Carrier, or on alternative transportation, should the passenger decide to continue with the air transportation contract; or b) To be reimbursed for the total amount paid for the Ticket, if the passenger withdraws from the transportation contract whose performance has

not commenced; or c) If it is a journey with a stopover and/or connection already commenced, the Passenger may choose between: (i) Being boarded on the next flight available to the Carrier, or on alternative transportation, should the passenger decide to continue with the air transportation contract; (ii) Being reimbursed for the unused portion; (iii) Being returned to the point of departure, with reimbursement of the ticket price; (iv) Being reimbursed for 100% of the boarding fees corresponding to the unused segment or segments that were paid.

2) To economic compensation: The Carrier shall, furthermore, offer the Passenger affected by denied boarding economic compensation, which shall be determined based on the distance of the flight for which boarding was denied in relation to the delay in arrival time at destination.

Distancia vuelo denegado de embarque (km)	Tiempo de retraso en hora de llegada a destino entre 1 y 3 horas	Tiempo de retraso en hora de llegada a destino entre 3 y 4 horas	Tiempo de retraso en hora de llegada a destino superior a 4 horas
Menos de 500 km	2 UF	2 UF	2,5 UF
Entre 500 km y 1.000 km	3 UF	3 UF	3,75 UF
Entre 1.000 km y 2.500 km	4 UF	4 UF	5 UF
Entre 2.500 km y 4.000 km	8 UF	10 UF	10 UF
Entre 4.000 km y 8.000 km	12 UF	15 UF	15 UF
Más de 8.000 km	16 UF	20 UF	20 UF

With respect to these compensations, it is necessary to note that:

a) The Passenger who accepts such compensations may not subsequently bring actions against the Carrier for the denied boarding, without prejudice to the infringements and indemnities established by Law No. 19,496 on the protection of consumer rights.

b) If, pursuant to item (i) of number 1 above, the Passenger is boarded on the next flight available to the Carrier, and the difference between the departure time and the departure time scheduled for the originally reserved flight is less than three hours, such compensations shall not apply.

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

d) Unaccompanied minors, persons with disabilities, elderly passengers or passengers in delicate health, pregnant women who, due to their condition, require priority boarding, and, in general, passengers who, for humanitarian reasons determined by the Carrier, must be boarded with preference, shall be boarded on a priority basis.

3) To assistance services: If the passenger decides to continue with the transportation contract, 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 of a similar nature, if the difference between the departure time scheduled

for the originally reserved flight and the new departure time exceeds one hour. b) Meals and refreshments equivalent to at least 0.5 unidades de fomento when the time elapsed between the departure time scheduled for the originally reserved flight and the new departure time is equal to or greater than two hours. Once the foregoing period has elapsed, the passenger shall be entitled to a new benefit, and of the same value, every time an additional three hours of waiting elapse. The benefits under this paragraph shall be provided within each corresponding period and therefore shall not be cumulative, and shall not apply while the passenger is not physically present at the airport, or while the benefits of paragraph c) below apply. c) Accommodation for Passengers on a return flight and for Passengers on an outbound flight who are denied boarding at a connection point, who are not residents of the city, locality or area of the departure airport, in the event that they are offered a new flight whose departure is, at a minimum, on the day following the departure scheduled on the Ticket, and provided that the Passenger must stay overnight one or more nights and the waiting time to board the other flight so requires. "Night" shall mean from midnight until 6:00 a.m. d) Transportation from the airport to the Passenger's place of residence in the city, locality or area of the departure airport, or to the place of accommodation, and vice versa, where 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. "Connecting flight" means a flight whose arrival at the destination point contemplates a point of departure and one or more intermediate connection points, when they form part of the same contract.

4) Refund of fees: In all cases where the Passenger does not undertake the journey, he/she shall be entitled to the refund of 100% of the boarding fees paid, which shall be made within 10 days through the same means used to pay for the Passenger Ticket, without prejudice to the other rights indicated above

More information at: <https://www.skyairline.com/chile/devoluciones>.

B. Delays or Cancellations

The Carrier is obliged to perform the transportation on the date, at the time and under the other stipulated conditions.

However, it may suspend, delay and cancel the flight or modify its conditions for safety reasons or due to force majeure arising subsequently, such as weather phenomena, armed conflicts, civil disturbances or threats against the aircraft. In such cases, either party may terminate the Contract, each bearing its own losses.

Without prejudice to the foregoing, in the event of a delay or cancellation of a flight, the affected Passenger shall have the following rights: a) To be boarded on the next flight available to the Carrier, or on alternative transportation, should the Passenger decide to continue with the air transportation contract, whether the flight has not yet commenced or has commenced and is at a stopover and/or connection point. b) To the assistance services indicated in Section A number 3 above, provided that the cause of the delay or cancellation is attributable to the Carrier, when the delay exceeds 3 hours or, in the event of cancellation, when the flight offered departs more than 3 hours later than the scheduled departure time of the cancelled flight, and provided that the

Passenger decides to continue with the air transportation contract. c) Reimbursement of the total amount paid for the Ticket or of the unused portion thereof and the corresponding boarding fees, as the case may be, if the Passenger decides not to continue with the contract, and the periods indicated in Article 133 B letter c) of the Aeronautical Code cited in subsection (d.2) below have elapsed, whether or not the cause of the delay or cancellation is attributable to the Carrier. d) Compensation in accordance with the Montreal Convention of 1999 if the flight is international, or in accordance with the Chilean Aeronautical Code if the flight is domestic, to the extent that it is due to causes attributable to the Carrier, based on the following rules, depending on the case:

(d.1) Montreal Convention of 1999:

o 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 occasioned 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 it or them to take such measures.”

o 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.

o 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.

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

o Article 22 No. 5: The affected party may bring a legal action for compensation in an amount greater than that established in Article 22 No. 1 and Article 22 No. 2 above, if the damage was caused by a reckless act or omission of the Carrier, its employees or agents.

(d.2) Chilean Aeronautical Code:

o Article 147: “Compensation for delay in the performance of passenger transportation shall not exceed two hundred and fifty unidades de fomento for each passenger. However, such compensation shall not apply if the carrier proves that it adopted the necessary measures to avoid the event causing the delay, or that it was impossible for it to adopt them.”

o Article 133 B letter c): “The compensation provided for in Article 147 shall apply if the delay or cancellation is due to a cause attributable to the carrier, in accordance with the following: (i) If the delay exceeds three hours with respect to the departure time scheduled in the passenger ticket. (ii) At the time of cancellation, unless the passenger is informed and offered another flight that allows him/her to depart to his/her destination with no more than three hours of delay with respect to the scheduled departure time.

For purposes of the cancellation notice, the passenger, when making the reservation or purchasing the passenger ticket, shall inform the carrier, directly or through its authorized agents, of his/her contact information, such as address, telephone number and e-mail address.”

C. Right of Withdrawal and Cancellation of Purchase

- In the case of domestic and international flights, the Passenger may unilaterally terminate the Contract of Carriage by exercising the right to withdraw from the purchase, without penalty, under the following conditions:

In the case of domestic flights:

o If the purchase is made at least 7 calendar days before the scheduled departure date and time of the flight, the Passenger shall have the right to withdraw from the purchase within 48 hours following the purchase of the Passenger Ticket. In such case, the refund shall be made, with or without a request from the Passenger, within 10 days from the exercise of the right of withdrawal. However, if the refund could not be completed or if payment was made in cash, the Carrier must contact the Passenger so that the Passenger may indicate the means by which the refund is to be made, which contact must be made within a maximum period of 10 days from the date on which the trip should have taken place.

o If the purchase is made 180 days or more before the scheduled departure of the flight, the Passenger shall have the right to withdraw from the purchase within 7 days following the purchase. In such case, the refund shall be made, with or without a request from the Passenger, within 30 days from the exercise of the right of withdrawal.

In the case of international flights:

o If the purchase is made between 180 days before the flight and 20 days before the scheduled departure of the flight, the Passenger shall have the right to withdraw from the purchase within 48 hours following the purchase of the Passenger Ticket. In such case, the refund shall be made, upon request of the Passenger through the web request, within 30 days from the exercise of the right of withdrawal.

o If the purchase is made 180 days or more before the scheduled departure of the flight, the Passenger shall have the right to withdraw from the purchase within 7 days following the purchase. In such case, the refund shall be made, upon request of the Passenger through the web request, within 30 days from the exercise of the right of withdrawal.

- The right of withdrawal applies to the purchase of the complete reservation, that is, including all tickets and services included in the same purchase.
- The withdrawal request shall be made at www.skyairline.com in the “Manage Your Flight” section. It may also be made through any of the Carrier’s customer service channels, including in person at ticket sales offices, airport counters and authorized agencies used by the Carrier.
- The refund shall be made through the same payment method used to purchase the Passenger Ticket.

D. Assignment of the Right to be Transported: Transfer or Endorsement of the Passenger Ticket

- The Passenger may freely and at no cost assign his/her right to be transported on domestic and international routes, for outbound and/or return journeys, in countries where this right is contemplated.

The conditions for exercising this right are as follows:

- In the case of domestic flights, the assignment may only be made up to 24 hours prior to the flight.
- In a calendar year, the Passenger may assign his/her right a maximum of 2 times per Carrier, at a rate of one transfer per semester. The first semester shall be counted from January 1 to June 30, and the second semester from July 1 to December 31.
- The assignment may be made only once for each Passenger Ticket, any subsequent transfer by the assignee being invalid.
- Applies to Passengers and additional products / ancillaries associated with the same Passenger, within the same reservation.
- Applies only to natural persons.
- The ticket transfer request shall be made through the digital form available at: https://www.skyairline.com/chile/formularios/contactanos?typeOfCase=14_84_466
- It may also be made in person at ticket sales offices, airport counters and authorized agencies used by the Carrier.
- It is the Passenger's duty to provide his/her identity card, together with the information allowing identification of the Passenger Ticket and any other necessary information required to ensure the proper assignment of the right.
- It shall be the sole responsibility of the Passenger that the information provided is accurate and correct.
- Once the information has been verified, proof of transfer shall be issued to the Passenger who carried out the transfer.
- These conditions apply to all types of sales, whether through travel agencies or through the Carrier's official website.

E. Change or Refund of Amount Paid Due to Medical Impediment

- The scheduled date for a trip may be modified, or a refund of the amount paid may be requested, if the Passenger proves, through a medical certificate, that he/she is unable to travel.
- In this case, the medical certificate must indicate the reason for the impediment and the period or dates during which the Passenger is unable to travel by airplane.
- The Passenger must notify the carrier before the scheduled flight time and submit the medical certificate within 24 hours from such notification.
- Alternatively, the passenger may choose to request a refund of the amount paid within 30 days from the scheduled date of the original trip, or modify the date of his/her trip.
- In the event that the change is made to a Passenger Ticket of greater value, the passenger must pay the difference.
- The new travel date may be set within a period of up to 1 year from the scheduled date of the original trip.
- The right referred to in this article may also be invoked by the spouse or civil partner, the parents and the children of the passenger, provided that they are included in the same reservation.

- Misuse or forgery of such medical certificate shall be sanctioned in accordance with Article 202 of the Criminal Code.

F. Special Rules for the Air Transportation of Persons with Disabilities and Persons with Reduced Mobility

In accordance with the provisions of Supreme Decree No. 369 of the Ministry of National Defense of 2017, which establishes the Regulations for the transportation of persons with disabilities, persons with reduced mobility, organically decompensated, agonizing or unconscious persons (hereinafter, the “Regulations”), persons with disabilities and persons with reduced mobility shall have the following rights:

- a) To request assistance from Carrier personnel during the boarding process, throughout the flight and during disembarkation, on a priority basis.
- b) To have adequate boarding and disembarkation facilities, preferentially using mechanical lifts, ramps, stair-climbing wheelchairs or other suitable devices that preserve the person’s autonomy and that are available at the aerodrome or air transport terminal.
- c) To have during the journey the technical aids necessary for their mobility or movement, with the Carrier guaranteeing their timely and prompt availability and the measures necessary to protect them, avoiding damage or deterioration.
- d) To board with their prostheses and/or orthoses.
- e) To be permanently accompanied by their assistance dogs.

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

Persons with disabilities and those with reduced mobility, or their companions, shall inform the Carrier, as soon as possible and always at least 48 hours prior to the flight departure time, of their situation, in the event they require from the Carrier the following services: (a) Certified medical oxygen for aviation use, to be used in the passenger cabin of the aircraft; (b) Accommodation for a person who needs to travel on a stretcher, due to the need for rest, difficulty in getting up, or simple loss of autonomy.

When providing this information, they shall describe in detail the situation, the reasonable accommodations and support and assistance services or any others they require from the Carrier.

Notwithstanding the foregoing, the services, equipment or accommodations referred to above shall be provided only 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 his/her companion due to a serious discrepancy between the information provided by the latter in accordance with the rules indicated above. The Carrier shall justify in writing the denial of boarding of such persons or the establishment of requirements not agreed upon with them in order to undertake the journey, within 3 business days from the denial.

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 if, in the event of an emergency procedure, he/she is unable to care for himself/herself, attend to his/her physiological needs or act in accordance with

the instructions of the flight crew and cabin crew, and the foregoing compromises the operational safety of the aircraft or that of the other passengers on board, such person may only travel provided that he/she travels together with an accompanying passenger who assists him/her.

G. Right to Appear Before the Competent Court

In accordance with the provisions established in Law No. 19,496 on the protection of consumer rights, the consumer has the right at all times to appear before the competent court in the event of any dispute, complaint or claim.

H. Protection of Personal Data

The Carrier, as responsible for the use and safeguarding of the personal data provided by the Passenger, and in compliance with Law No. 19,628 on the Protection of Private Life, informs data subjects that their personal data shall be processed in connection with the performance of this Contract and shall be used solely for the purposes authorized in accordance with the Carrier's Privacy Policy available at <https://www.skyairline.com>.

The Carrier undertakes to implement the necessary security measures to guarantee the secure and confidential processing of the personal data related to this Contract. By accepting the Privacy Policy, the Passenger gives his/her prior, informed and unequivocal consent for the collection and use of his/her personal data, through the means and for the purposes established in said Privacy Policy.

I. Onward Ticket

For international routes, the Chilean Investigations Police requires an onward ticket for passengers who are not residents of Chile.

V. SPECIAL CONDITIONS COLOMBIA

Important: Without prejudice to the General and Particular Conditions established herein, in all Contracts of Carriage that are to be governed by Colombian law, the rules established in the Commercial Code and the Colombian Aeronautical Regulations (available at <http://www.aerocivil.gov.co/autoridad-de-la-aviacion-civil/reglamentacion/rac>), particularly “RAC 3”, shall also apply.

PASSENGERS' RIGHTS

A. Right to withdraw from the contract of carriage

In accordance with the provisions of section 3.10.1.8.1. of the Colombian Aeronautical Regulations No. 3 (RAC 3), this right does not apply to any of the fares offered by SKY, as these are promotional fares as such.

B. Right of withdrawal for sales made through non-conventional or distance methods

In contracts for the provision of air passenger transportation services whose origin is within Colombian territory, which are concluded through the sales mechanisms referred to in Decree 1499 of 2014 (non-conventional or distance methods), the right of withdrawal in favor of the ticket purchaser shall be deemed agreed, in accordance with the following:

- (a) It shall only apply to contracts that are not to begin performance before five (5) calendar days following the purchase.
- (b) It may be exercised through any customer service channel of the seller, within five (5) business days following the conclusion of the contract.
- (c) The Carrier shall refund to the consumer, in money, all sums paid, without making deductions or withholdings for any reason whatsoever. In any event, the refund of the money to the consumer may not exceed thirty (30) calendar days from the moment the right was exercised.
- (d) It applies to sales made through non-traditional or distance methods referred to in Decree 1499 of 2014.
- (e) The foregoing conditions are essential and are not mutually exclusive.
- (f) The airline or Travel Agent that sold the ticket shall reimburse the money to the Passenger within a maximum period of thirty (30) calendar days from the communication of the withdrawal.
- (g) If the Passenger exercises his/her right of withdrawal before the Travel Agency that sold the ticket as an intermediary, it shall proceed with the corresponding refund once the airline makes the relevant amount available to it, without prejudice to the thirty (30) day period established in the preceding paragraph for the refund to the Passenger to become effective.
- (h) The Passenger shall be entitled to the refund of the airport tax. Those fees, taxes and/or contributions that by regulation are not refundable are excluded.
- (i) The seller shall inform the purchaser, both during the service acquisition process and at the time the ticket or Passenger Ticket is issued, of the conditions for exercising this right, as well as all consequences arising from its exercise.

C. Passenger compensation

In cases of cancellations, interruptions or delays, or in any other event attributable to the Carrier, as well as in cases of overselling of seats, the Carrier shall compensate the Passenger in accordance with the rules contained in section 3.10.2.13.2 of the Colombian Aeronautical Regulations (available at <http://www.aerocivil.gov.co/autoridad-de-la-aviacion-civil/reglamentacion/rac>).

D. Correction of personal data

In the event that the Passenger detects errors in his/her personal data contained in the ticket, he/she may notify the Carrier and the Carrier shall immediately correct the error. The Carrier may charge a fee for this service. Under no circumstances shall the correction of errors in personal data entitle the Passenger to change the original Passenger.

VI. SPECIAL CONDITIONS PERU

PASSENGERS' RIGHTS

Without prejudice to the application, as appropriate, of the General and Particular Conditions previously established, the following rules shall also apply to those flights governed by the provisions of the Civil Aviation Law of Peru, Law No. 27261, and its Regulations, approved by Supreme Decree No. 050-2001/MTC.

For international flights to which the Convention applies, the rules expressly set forth below for such flights shall apply and, with respect to matters not expressly indicated, the provisions of the Convention shall apply.

Likewise, for both domestic and international flights, the special conditions issued by Peru and other countries as a result of the crisis caused by COVID-19 shall apply.

A. Right to Information

The Passenger has the right to be informed by the Carrier, the tour operator or the Travel Agent regarding:

When making reservations through agencies, operators and the Carrier:

- The available flights, clearly specifying whether they are direct and non-stop flights, connecting flights, indicating the place and time scheduled for them according to the programmed itinerary, or whether they are code-share flights between airlines.
- The types of fares available from the Carrier for the requested service. If the reservation is made through a Travel Agent or tour operator, the fare types of the different carriers for the requested flight and their validity, all with a clear indication of the applicable restrictions and refund conditions.
- The value of the Ticket, itemizing the net value, taxes, fees, charges or any other authorized surcharge to be paid by users.
- The airports and air terminals of origin and destination of the offered flight.
- The transportation conditions regarding reservations and cancellations, acquisition of tickets, fares and their conditions, baggage limitations, items that cannot be transported and, in general, the duties, restrictions and requirements that users must comply with in order to receive adequate air transportation service.
- Travel agencies, tour operators and other intermediaries must provide the Carrier with the travelers' accurate contact information so that, if necessary, they may be notified of any delay, change or advancement of the flight. If intermediaries fail to provide such information or provide it incorrectly, they shall be responsible for the compensation corresponding to travelers who are not contacted in a timely manner by the Carrier.
- Travel agencies and operators are required to inform about the special conditions issued by Peru and other countries as a result of the crisis caused by COVID-19.

Before the transportation is performed:

- Any change to the flight, itinerary and, in general, any aspect affecting the agreed reservation, by the fastest possible means (telephone, fax, e-mail, etc.) and at least four hours before the flight.
- In the event of denied boarding due to overbooking, cancellation or delay, information in the most suitable manner possible, preferably in writing, regarding the rights available to the Passenger, especially concerning compensation and assistance.

During the performance of transportation:

- In the boarding lounge, information shall be provided regarding the boarding procedure and/or any changes in flight conditions, if any.

Before and during the flight, the information necessary for safety (regarding the use of emergency equipment, evacuation, etc.) through physical demonstrations, announcements, audiovisual and printed materials, or any other suitable and authorized means for such purpose; and,

During the flight, keeping the Passenger informed regarding delays, cancellations and diversions, to the extent possible for the crew and without interfering with their duties.

B. Denied Boarding

In the event that it becomes necessary to deny boarding to a Passenger, the Carrier shall first, in accordance with Article 6 of Decision 619 of the Andean Community, request volunteers willing to relinquish their reservations in exchange for certain agreed benefits. If the number of volunteer passengers is insufficient to transport the remaining users with confirmed reservations, the Carrier may deny boarding to other users against their will, in which case it shall compensate, reimburse and assist them under the terms set forth in Article 8 of Decision 619 of the Andean Community.

The application of the preceding paragraph shall take place only when the denied boarding is attributable to the Carrier.

C. Rights in the Event of Flight Cancellation Attributable to the Carrier

In the event of cancellation of a flight due to causes attributable to the Carrier, the Carrier shall provide the affected Passenger with:

- Assistance in accordance with subsection c) of Article 8 of Decision No. 619 of the Andean Community;
- Boarding on the next flight with available space or alternative transportation, preferably by air, or reimbursement of the full value of the Ticket without penalty, in accordance with Article 11 of Decision No. 619 of the Andean Community; and compensation in accordance with subsections a) and e) of Article 8 of the aforementioned Decision, as applicable.

When the cancellation of the flight is attributable to the Carrier and the Carrier has informed the user at least fifteen (15) days prior to the scheduled departure date and time; or has informed the user of the cancellation or itinerary change with fewer days'

notice and has offered a substitute flight, the Carrier shall be released from liability. Circumstances unforeseen, force majeure or fortuitous events duly verified by the competent national authority shall be considered causes not attributable to the Carrier. In such case, the Carrier shall be exempt from the compensation established in Section D below.

D. Right to Compensation

In accordance with Article 8 of Decision No. 619 of the Andean Community, in cases of cancellations, interruptions or delays where reimbursement has not taken place, or any other event attributable to the Carrier, as well as in cases of overselling of seats, alternative transportation shall be sought and, if not possible, the Passenger shall be compensated as follows:

- **Delay:** When there is a delay in the commencement of the flight (beginning of taxiing for takeoff) and, therefore, the authorized scheduled flight time is not met, the following shall apply:

- 1) When the delay exceeds two (2) hours and is less than four (4), the Passenger shall be provided with a refreshment and one free communication by the most suitable means, equivalent to a telephone call not exceeding three (3) minutes, to a destination chosen by the Passenger.
- 2) When the delay exceeds four (4) hours and is less than six (6), in addition to the above, the Passenger shall be provided with meals (breakfast, lunch or dinner, depending on the time).
- 3) When the delay exceeds six (6) hours, in addition to the above, the Carrier shall compensate the Passenger in accordance with subsection e) of this section. In such case, the Carrier shall additionally provide accommodation when an overnight stay is necessary, transportation expenses, or reimbursement (immediately if the Passenger is not at his/her usual place of residence), at the Passenger's option, unless the Passenger voluntarily agrees to extend the waiting period when it is foreseeable that the flight will operate within a reasonable period of time.

- **Interruption of Transportation:** In cases of interruption of transportation, if the Passenger does not choose reimbursement of the proportional part of the fare corresponding to the segment not covered, he/she shall be compensated for the delay suffered until the journey is resumed, in accordance with subsection a) above, as applicable.

- **Cancellation:** In cases where the Carrier decides to cancel the flight while the Passenger has a confirmed reservation, and the net value of the Ticket has not been reimbursed and no substitute flight has been secured for the same day, the Passenger shall be reimbursed for accommodation expenses where an overnight stay is necessary and transportation expenses. Furthermore, if a delay occurs before the cancellation of the flight, the user shall receive the compensation provided for in subsection a) above, as applicable.

- **Overbooking:** If boarding is denied due to overbooking, provided that the user has a confirmed reservation and has presented himself/herself at the airport in due time, the

Carrier shall provide transportation to the user's final destination on the next flight of the same airline with available space, on the same date and route. If no such flight is available, the Carrier shall make the necessary arrangements, at its own expense, for the user to be boarded on another air carrier as soon as possible.

- **Additional Compensation:** The Carrier shall compensate the Passenger with a minimum amount equivalent to 25% of the value of the unfulfilled segment, payable in cash or in any other form accepted by the Passenger.
- **Transits and Connections:** The foregoing compensations shall likewise apply, as appropriate, to users in transit or connection who are unable to continue their journey due to a cause attributable to the Carrier.

E. Right to Assistance on Diverted Flights

When, for causes attributable to the Carrier, it must operate from/to an airport other than that for which the reservation was made, it shall bear the costs of transporting the user from/to the second airport, either from/to the airport for which the reservation was made or from/to another nearby location agreed upon with the user.

F. Right to Reimbursement for Causes Attributable to the Carrier

The Carrier shall reimburse the Passenger for the cost paid for the Ticket corresponding to the proportional part of the journey not undertaken; or the entirety of the amount paid for the Ticket if the flight no longer serves any purpose in relation to the user's original travel plan, in which case the Carrier shall provide a return flight to the first point of departure as quickly as possible. Such reimbursement shall be made within five (5) business days following the event at the place designated by the user.

G. Right to Endorse or Transfer Ownership of the Ticket

The Ticket and additional services are personal; however, in accordance with Article 66.7 of the Consumer Protection and Defense Code of Peru, the Passenger may endorse or transfer ownership of the purchased Passenger Ticket in favor of a fully identified third party or postpone the use of the service under the same agreed conditions, subject to the following conditions:

- Applies to the ticket and additional products / ancillaries associated with the same Passenger (according to identification number, RUT, DNI, Passport), within the same reservation.
- In the case of international routes: This right may be exercised up to 24 hours before the flight of the first segment of the reservation. Each ticket may be endorsed free of charge only once, meaning that the reservation number must match the same DNI. Endorsement is not permitted if the ticket contains any flight segment with status boarded, no show, or used.
- In the case of domestic routes: This right may be exercised free of charge up to 24 hours before the flight of the first segment of the reservation.

- The request shall be made through the form available at: https://www.skyairline.com/peru/formularios/contactanos?typeOfCase=14_84_466.
- For domestic routes, the request must be made through the Contact Center (391-3600) between 48 and 24 hours before the flight.
- Valid only between natural persons.
- Each Passenger is entitled to a maximum of one free transfer per semester per calendar year, that is, from January 1 to December 31 (first semester: January 1 to June 30; second semester: July 1 to December 31). All other changes shall be subject to an issuance fee of USD 15.
- The Passenger must attach a photograph of his/her national identity document to the form, except in the case of domestic routes.

H. Passenger Withdrawal

In the case of domestic and international flights, the Passenger may unilaterally terminate the Contract of Carriage by exercising the right of withdrawal from the purchase, without penalty, under the following conditions:

- If the purchase is made between the 19 days prior to the flight and the day of the flight itself, the Passenger shall not have the right to withdraw from the purchase of the Passenger Ticket.
- If the purchase is made between 180 days prior to the flight and 20 days prior to the flight, the Passenger shall have the right to withdraw from the purchase within 48 hours following the purchase. In such case, the refund shall be made within 30 days from the exercise of the right of withdrawal through the “Manage Your Flight” section of SKY’s website at www.skyairline.com.
- If the purchase is made 181 days or more prior to the flight date, the Passenger shall have the right to withdraw from the purchase within 7 days following the purchase. In such case, the refund shall be made within 30 days from the exercise of the right of withdrawal through the “Manage Your Flight” section of SKY’s website at www.skyairline.com.
- The withdrawal shall apply to the purchase of the complete reservation, that is, considering all tickets and additional services purchased in the same transaction.
- The refund shall be made through the same payment method used to purchase the Passenger Ticket.

I. Accuracy of Information

The Passenger must provide the Carrier, travel agency or tour operator with truthful information regarding his/her personal data and any other information necessary for the performance of the transportation. If the information provided is erroneous, incomplete or inaccurate, the Carrier shall be released from responsibility for informing the user about changes affecting flights and itineraries.

J. Declaration of Safety Conditions and Medical Conditions

The Passenger, under his/her own responsibility, must inform the Carrier of any condition, risk or restriction arising from a situation existing prior to the flight that may affect the health and safety of the operation, whether his/her own or that of others.

The Passenger declares that he/she has read the terms and conditions of the Carrier's policy available at <https://www.skyairline.com/peru> and the provisions of section 6 below of this Annex corresponding to Peru. Consequently, the Passenger assumes sole responsibility for having obtained, prior to travel, a medical opinion certifying his/her fitness to travel or the assistance of an accompanying third party, where necessary.

K. Protection of Personal Data

The Carrier, as the party responsible for personal data and in compliance with Law No. 29733 – Personal Data Protection Law, its Regulations – Supreme Decree No. 003-2013-JUS, and the other Complementary Provisions (hereinafter, the “Regulations”), informs data subjects that their personal data shall be processed in connection with the performance of this Contract and shall be used solely for the purposes authorized in accordance with the Carrier's Privacy and Personal Data Processing Policy. The Carrier undertakes to implement the organizational, technical and legal security measures necessary to guarantee the secure and confidential processing of the personal data related to this Contract. The Passenger declares that his/her personal data has been provided in an absolutely free and voluntary manner, without any kind of pressure, obligation or condition whatsoever.

The Passenger has the right to know, update, rectify, cancel and oppose the processing of his/her personal data, as applicable, in accordance with the Regulations.

The Carrier's Privacy and Personal Data Processing Policy applicable in Peru may be found at: <https://www.skyairline.com/peru>.

L. Fees and Taxes Applicable in Peru

Passengers shall pay the following fees and taxes when purchasing the Ticket:

- General Sales Tax (IGV): 18%
- International Arrivals Tourism Tax
- Unified Airport Use Fee (TUUA): The fee is charged in U.S. dollars, per boarded passenger, differentiating between domestic and international flights, varying according to each airport in Peru.
- Unified Airport Use Fee (TUUA) for Transfer Flights: Fee applicable to Passengers making connections at Jorge Chávez International Airport (AIJCH) – Lima Airport, without leaving the airport. The fee is collected by the airport administrator – Lima Airport Partners. Payment must be made directly by the Passenger, either in person at the airport or through the following link: <https://pagotuua.lima-airport.com/>

M. Applicable Provisions for the Minor Accompaniment Service During Travel

In order to contract this Service, without prejudice to complying with the provisions established in the General and Particular Conditions of this Contract, compliance with

the applicable legislation shall be required. In this regard, the provisions contained in the Children and Adolescents Code, Law No. 27337, must be observed, and the corresponding travel authorization must be presented when the travel takes place within Peru.

N. Help Center

It is the Passenger's responsibility to review the conditions detailed in SKY's Help Center for special cases. The Passenger may find the specifications at the following link, under the "Help Center" section: <https://www.skyairline.com/peru>

O. Special Rules for the Air Transportation of Persons with Disabilities, Pregnant Women, Senior Citizens and Persons with Special Conditions

A. The Carrier complies with the provisions established in Law No. 28735, the law regulating the assistance of persons with disabilities, pregnant women and senior citizens at airports, aerodromes, land, railway, maritime and river terminals, and means of transportation.

B. The Carrier, depending on the type of aircraft and as permitted by special aeronautical safety regulations, shall provide priority and/or boarding facilities to persons with disabilities or special needs and their companions or certified assistance dogs, as well as to unaccompanied minors.

In cases of denied boarding, interruption of transportation, cancellation or delays of any duration, persons with disabilities or special needs and their companions, as well as unaccompanied minors, shall have the right to receive priority attention.

C. Passengers with special conditions, disabilities, pregnant women and senior citizens whose condition requires or warrants assistance during transportation are obliged to inform the Carrier, at the time of purchasing the ticket or reserving the flight, at least twenty-four (24) hours in advance, except in emergency cases, of the special assistance required according to their condition, so that the Carrier may provide them with special assistance or the items required by applicable legislation in such cases. Assistance shall be provided to support the Passenger during the check-in process, transportation to the boarding gate and aircraft, and assistance in collecting baggage at the destination airport.

Likewise, if the Passenger requires a wheelchair to move within the airport due to a special need or disability, the Carrier may provide a wheelchair and assistance for mobility, provided that such assistance has been requested at least twenty-four (24) hours prior to the scheduled departure time. Any special assistance or equipment other than that required by applicable legislation shall be subject to the Carrier's availability and policies.

In accordance with the preceding paragraphs, the Passenger must communicate his/her needs and requirements to the Carrier through the Contact Center. It is the Passenger's responsibility to sign the waiver of liability document available at: <https://www.skyairline.com/peru> under the "Help Center" section, and present it at the time of check-in at the counter.

It shall be the Passenger's responsibility to be informed of and comply with the requirements established for undertaking the intended trip, which are available at: <https://www.skyairline.com/peru> under the "Help Center" section.

The Travel Agent or company issuing the ticket or making the travel reservation shall also be obliged to notify the Carrier in a timely manner regarding passengers requiring special assistance.

D. Pregnant women shall not travel by air if the gestation period exceeds twenty-eight (28) weeks, unless the trip is strictly necessary, in which case such passengers must sign a document supported by a medical certificate regarding their fitness to travel, releasing the Carrier from liability for any eventuality arising from their condition during the flight.

Likewise, at any stage of pregnancy, a certificate from the attending physician authorizing travel shall be required when:

- a) It is a multiple pregnancy.
- b) Complications of any kind are expected.
- c) There are doubts regarding the progress of the pregnancy.

The medical certificate must be issued within the ten (10) days prior to travel and must detail the origin/destination of the trip, dates, departure/arrival, the physician's express authorization for air transportation, estimated delivery date, weeks of gestation, and confirmation that there is no risk preventing travel by air. At the time of check-in at the counter, the passenger must present the medical certificate and sign the waiver of liability document available at: https://sky-cms-prod.s3.amazonaws.com/Formulario_MEDIF_SKY_mujer_embarazada_722fa7ebf5.pdf.

It shall be the responsibility of the pregnant passenger to be informed of and comply with the requirements established for undertaking the trip she wishes to make, as set forth at <https://www.skyairline.com/peru> under the "Help Center" section.

E. In the event that the Carrier determines that the Passenger is unable to meet his/her basic needs, comply with or understand safety protocols due to a special condition or disability, or if the Passenger is unable to communicate adequately with the crew or the Carrier's personnel, the Passenger must necessarily travel together with a companion over eighteen (18) years of age, who must hold his/her own Ticket allowing travel on the same segment.

If the Carrier determines, based on aeronautical regulations, Law 28735, Decision 619, or any other applicable national or international regulation, that the Passenger requires a companion in order to undertake the journey, and the Passenger does not present himself/herself together with one, the Carrier may deny boarding, without this implying any liability whatsoever on the part of the Carrier.

Under no circumstances shall the Carrier assign or designate companions for Passengers who require one in order to travel.

It is clarified that the Carrier shall determine the admission or exclusion of the Passenger pursuant to the preceding paragraphs solely on the basis of its reasonable discretion, taking into consideration the immediate or externally evident conditions presented by the Passenger. Under no circumstances shall the Carrier be obliged to perform or seek

any specialized professional or technical assessment or advice in order to determine the Passenger's admission or exclusion, nor shall it incur any liability if, based on immediate or externally evident signs of risk, it decides not to follow the medical opinion or the opinion of the assisting third party, even where such persons indicate that the journey is feasible.

P. Important Information Regarding Operations During the COVID-19 Pandemic

The Carrier informs the Passenger that, due to the impact on the industry of limitations and restrictions issued by the government as a result of COVID-19, certain flights may be subject to modifications in their itinerary, whether due to the application of new regulations, operational reasons, or demand-related reasons. Should this occur, the Carrier shall contact the Passenger at least 12 hours prior to the scheduled flight time in order to inform him/her of the modification and provide the designed flight alternatives (whether involving additional stopovers prior to destination, rebooking, or consolidation onto another Carrier flight, while observing applicable health measures). This situation is exceptional and unrelated to the Carrier's regular operations.

The Carrier shall keep Passengers informed of any new safety measures applicable to the operation through the website: www.skyairline.com/peru, such measures shall be updated as they are issued by the relevant health authorities.

VII. SPECIAL CONDITIONS DOMINICAN REPUBLIC

PASSENGERS' RIGHTS

In each case, the rules applicable to passengers' rights shall be the same as those set forth in the General Conditions of this Contract of Carriage, based on international standards (Montreal Convention of 1999, ICAO, IATA).

Likewise, for all flights, the special conditions issued by the Dominican Republic and other countries as a result of the crisis caused by COVID-19 shall apply.

VIII. SPECIAL CONDITIONS MEXICO

PASSENGERS' RIGHTS

In each case, the rules applicable to passengers' rights shall be the same as those set forth in the General Conditions of this Contract of Carriage, based on international standards (Montreal Convention of 1999, ICAO, IATA). Likewise, the provisions of the Civil Aviation Law of Peru, its Regulations, the Mandatory Circular Establishing the Rules for Concessionaires and Permit Holders of the Public Air Transportation Service for Compliance with the Provisions of the Civil Aviation Law Regarding Passengers' Rights and Obligations CO TC-03/17, the Federal Consumer Protection Law, and the International Treaties shall also be taken into consideration.

A. Withdrawal

The passenger may request a refund of his/her ticket if he/she decides not to undertake the trip, provided that he/she notifies the permit holder or concessionaire within twenty-four hours from the time of purchase of the ticket. After this period, the concessionaire or permit holder shall determine the cancellation conditions.

B. Infants

An adult passenger may carry an infant under two years of age in his/her care without entitlement to a seat and without entitlement to a baggage allowance. The transportation of unaccompanied infants or infants accompanied by minors shall not be permitted.

C. Delays and Cancellations

In the event of delays and/or cancellations attributable to SKY, the provisions established in SKY's compensation policies, as well as the provisions established in the Civil Aviation Law of Mexico, shall apply.

In all matters not provided for in the General Conditions of this Contract of Carriage and in the event of any discrepancy, the provisions of local legislation shall prevail.

IX. 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.

X. SPECIAL CONDITIONS URUGUAY

PASSENGERS' RIGHTS

In each case, the provisions of Resolution 165/997 of the National Directorate of Civil Aviation and Aeronautical Infrastructure shall apply, and the rules expressly set forth below shall govern:

A. Denied Boarding Due to Overbooking

In the event that it becomes necessary to deny boarding to a Passenger due to overbooking, who has presented himself/herself in due time and whose Passenger Ticket has been previously confirmed on a specific flight, the Passenger shall have the right to be re-routed on the first departing flight to his/her destination and to receive compensation depending on the rules applicable at the place where the denied boarding occurs.

In the event of a waiting period exceeding four (4) hours, the Passenger shall be entitled to meals and refreshments according to the waiting time until boarding another flight, hotel accommodation, whether at an airport hotel or in the city, and ground transportation to and from the terminal, all of which shall be provided in accordance with the "SKY Services Matrix" available at www.skyairline.com under the "Passenger Rights and Duties" section.

B. Delays or Cancellations

The Carrier is obliged to perform the transportation on the date, at the time, and under the other stipulated conditions. However, it may suspend, delay, or cancel the flight, or modify its conditions, for safety reasons or due to force majeure events arising subsequently, such as weather phenomena, armed conflicts, civil disturbances, or threats against the aircraft. In such cases, either party may terminate the Contract, each bearing its own losses.

Without prejudice to the foregoing, in the event of a delay or cancellation of a flight, the affected Passenger shall have the rights set forth in the preceding Section "A", without prejudice to the provisions of the Convention and other applicable regulations.
