General Conditions for Passenger and Baggage Carriage

SATA GROUP

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GENERAL CONDITIONS FOR PASSENGER AND BAGGAGE CARRIAGE

ARTICLE 1 | Definitions

In the present Conditions, unless the context leads to or is expressly demonstrated, the following expressions have the following meanings:

Authorized agent – ticket sales agent, appointed by the Carrier to represent it in the sale of the Carrier's air carrying services and, when authorized, the services of other Carriers.

Baggage – items and other personal belongings of the passenger considered necessary or appropriate for wear, use, comfort, and convenience during the trip. Unless otherwise specified, it includes the passenger's Checked Baggage and Carry-on Baggage.

Checked baggage – the baggage that the Carrier takes into custody and for which it is responsible for, issuing a Baggage Ticket and/or a Baggage Tag for that purpose.

Carry-on baggage – any baggage that is not checked baggage.

Essential goods - The following goods are considered essential goods for the purposes of these Conditions of Carriage:

- Personal hygiene products; shampoos, shower gels, or soaps, toothbrushes and toothpastes, sanitary towels, deodorant, baby bath products, diapers, and wipes; a change of clothes and which has a reasonable cost for the average cost of living in the country of destinatination.

Baggage check – the part of the Ticket relating to the transportation of checked baggage.

Combined ticket – ticket issued by the Carrier for the passenger, with another ticket, which together represent a single contract of carriage.

Electronic ticket – the itinerary/receipt, the electronic coupons and, if applicable, a boarding document issued by or on behalf of the Carrier.

Check-in – act of presentation of the passenger at a Carrier's desk, for the purposes of acceptance for Transport and issuance of the boarding pass and checked baggage tag.

Codeshare – cooperation agreement whereby an airline carries passengers whose tickets have been issued by another airline.

Airline designator code – two characters (SP or S4) or 3 digits (331 or 737) that identify a particular air Carrier, with "S4" designating SATA-Internacional Azores Airlines, SA and "SP" designating SATA Air Açores - Sociedade Açoriana de Transportes Aéreos.

Contract conditions – conditions that are declared and identified as such in the Ticket or in the Itinerary/Receipt or that were handed to the passenger with the mentioned documents and that include, as reference, these Conditions of Carriage and warnings.

Convention – any or all of the following applicable means:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929 (hereinafter referred to as the Warsaw Convention);
- The Warsaw Convention as amended at The Hague on the 28th of September 1955;
- The Warsaw Convention as amended by Additional Protocol no. 1 of Montreal (1975);
- The Warsaw Convention as amended at The Hague and by Additional Protocol no. 2 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961), (Guadalajara);
- The Warsaw Convention as amended at The Hague and by Additional Protocol no. 4 of Montreal (1975);
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal on the 28th of May 1999 (hereinafter referred to as the Montreal Convention).

Damage – includes death, wounding, or bodily injury to a passenger, delay, loss, partial loss, theft, or other damage arising out of or in connection with the carriage provided by the Carrier or other related services.

Days – calendar days, including all seven (7) days of the week, it being understood that, for the purposes of notices/notifications, the day on which they are sent is not counted.

DSE - Special Drawing Rights: refer to an international type of monetary reserve currency created by the International Monetary Fund (IMF).

Baggage identification tag – a document issued solely for the identification of checked baggage.

Events beyond the Carrier's control – unusual and unforeseeable circumstances which cannot be controlled by the Carrier and the consequences of which could not have been avoided even if the Carrier had taken all due care.

Check-in deadline – the time limit set by the Carrier and by which the passenger must have completed the check-in and received the Boarding Pass.

Stopover – intentional stop on the journey, over 24 hours, previously scheduled by the Carrier, at a point between the place of departure and place of destination.

Interline - agreement between two or more companies, which allows the passenger with only one ticket for the entire journey, to enjoy the same baggage allowance and assistance in the event of a missed connection, which will be provided by the airlines involved.

Itinerary/Receipt – a document issued by the Carrier to the Passenger travelling with Electronic Tickets; it contains the passenger's name, flight information and notices. This document must be kept by the passenger and accompanied throughout the trip.

Agreed stops – those stops, except for the place of departure

and the place of destination, set out in the Ticket or shown in the timetable as scheduled stopping places on route.

Carrier – the air Carrier that issues the ticket, and all air Carriers that carry, or undertake to carry, the passenger and/or his/her luggage, whose designation code appears on the ticket(s).

Passenger – means any person holding a Ticket, who is carried or is to be carried on an aircraft, except members of the operating crew.

Transit passenger – means a Passenger arriving at an airport for onward travel to another airport:

(i) on the same flight from that airport.

Transfer or transshipment passenger – a Passenger arriving at an airport for onward travel to another airport:

(i) on a connecting flight from that airport, or

(ii) on a connecting flight from another airport.

Electronic coupon – means an electronic flight coupon or an Electronic Ticket held in the Carrier's computer base.

Fares – amount and/or charges, collected by the Carrier and paid by the passenger, to cover the cost of transport from the actual place of departure to the airport of the actual place of destination. The fare is calculated, at the time of ticketing, based on the dates of the flight(s) and itinerary included in the ticket.

The Carrier: SATA Air Açores - Sociedade Açoriana de Transportes Aéreos S.A or SATA Internacional - Azores Airlines, S.A.

ARTICLE 2 | Applicability

2.1. General

2.1.1. Applicability

Except as provided for in Articles 2.2, 2.3, 2.4, 2.5 and 2.6, these Conditions of Carriage apply to all paid carriage of passengers and baggage, including services related thereto and provided by the Carrier.

2.1.2. Exception

These Conditions also apply to free transport, except to the extent that the Carrier establishes different provisions in its regulations or in the respective tickets.

2.2. Charter operation

In the case of carriage by charter flight, these conditions will apply only to the extent that they are incorporated, by reference or other means, in the referred agreement or in the passenger ticket.

2.3. Codeshare

On some of its services, SATA has arrangements with other Carriers known as Codeshare; this means that even if the Passenger has one or more bookings with SATA and has one or more tickets with SATA's name or its Airline Designator Code on them, the aircraft may be operated by other air Carriers. If this is the case, SATA will let you know which airline will be operating the flight when booking and of the check-in at the airport. This situation may lead to a different level of service.

2.4. Bookings with travel agents, websites, and operators

For bookings made through channels that are not under the direct control of the airline (e.g., travel agents and websites apart from the airline's website), travel agents and website operators are responsible, accordingly with Articles 2(e) and 11 of Regulation (EC) No 2111/2005 of the European Parliament and of the Council, by informing passengers of the identity of the airline operating the flight and any changes to the same. The passenger must provide the correct contact details at the time of booking to allow for such notification.

2.5. Prevalence of laws, regulations, and provisions

Any provision here contained or mentioned to will not be considered as part of the contract of carriage only if it happens to be contrary to the Convention, governmental laws, regulations, orders, or provisions, which cannot be waived by agreement of the parties. The invalidity of any given provision shall not affect the validity of any other.

2.6. Prevalence of conditions over regulations

In the event of a conflict between these conditions and applicable law, the law will prevail. However, if any provision of these conditions is invalid under any applicable law, this will not affect the validity of its remaining provisions.

2.7. Prevalence of conditions over regulations

Unless otherwise stated in these conditions, in the event of a conflict between them and any of our regulations dealing with specific matters, these conditions shall prevail.

ARTICLE 3 | Tickets

3.1. Ticket as prima facie evidence of the contract

Unless proven otherwise, the ticket constitutes prima facie evidence of the contract of carriage between the Carrier and the passenger. The Carrier will ensure only the carriage of a passenger holding a valid ticket or proof of payment, or part of it, or any other document issued by the Carrier or Authorized Agent. The Conditions of Contract of Carriage contained in the ticket are a summary of some provisions of the current conditions.

3.2. Ticket requirement

A person is not entitled to be transported on a flight unless he or she presents a valid electronic ticket, duly issued in accordance with the Carrier's regulations, containing the electronic coupon for that flight, and which is in the Carrier's database.

A passenger is also not entitled to be carried if the ticket he presents has been altered by someone apart from the Carrier or an Authorized Agent.

3.3. Ticket non-transferability

The ticket is not transferrable. If a ticket is presented by someone apart from the passenger entitled to the carriage or refund, the Carrier will not be liable to this passenger if sincere provides carriage or makes the refund to whoever presents the ticket.

3.4. Validity period

An issued ticket is valid for carriage for one (1) year from the start date of the flight, or from the date of issue, if any part of the ticket has not been used. This means that after 1 (one) year, regardless of the fare at which you purchased your ticket, it cannot be used or refunded.

3.5. Validity extension

If a passenger is prevented from flying within the validity period of the ticket because of the Carrier:

a) cancels the flight the passenger is booked for, or;

b) omits a scheduled stop, whether it is the place of departure, the place of arrival or a stopover, or;

c) fails to operate a flight reasonably according to Schedule, or;

d) substitutes a specific class of service, or;

e) is unable to provide an already confirmed seat;

f) or any other situation caused by the Carrier, which has prevented the passenger from carrying out his journey.

The validity of such ticket will be extended until the Carrier's first flight with available space in the class of service corresponding to the paid fare.

3.5.1. Conditions for validity extension

When a passenger is prevented from traveling within the validity period of his ticket, since, at the time he requests the booking, the Carrier is unable to provide a seat on the flight, the validity of such ticket will be extended until the first flight on which a seat is available, in the class of service corresponding to the fare paid, in accordance with the Carrier's regulations, or the validity of such ticket will be extended in accordance with the Carrier's regulations.

3.5.2. Extension for health reasons

When a passenger, after starting the journey, is, for health reasons, prevented from traveling within the validity period of his ticket, the Carrier will extend the validity of the ticket (provided that such extension is not prevented by the fare paid by the passenger, applicable in accordance with the Carrier's regulations) until the date on which, as certified by a medical certificate, you are again fit to travel, or until the Carrier's first flight after that date on which a seat is available in the class corresponding to the fare paid, from the point at which the journey must be resumed. Where the remaining flight coupons or, in the case of an electronic ticket, the electronic flight coupons, involve one or more voluntary travel interruptions or stopovers, the validity of the ticket will be extended for a period not exceeding three months from the date of date indicated on the medical certificate, in the case of a regular fare ticket. In such circumstances, the Carrier will likewise extend the period of validity of tickets for other members of the sick passenger's immediate family and accompanying them.

3.5.3. Extension in case of death

In the event of the death of a passenger en route, the Ticket of the person accompanying him or her may be modified by waiving the minimum period of stay or by extending its validity. Likewise, in the event of the death of a member of the immediate family of a passenger who has started the trip, the validity of the Ticket of the passenger and the member of his/her immediate family accompanying him/her may also be modified. Any such modification will be effected upon receipt of a valid death certificate or death certificate, and any such extension of validity shall not exceed a period of forty-five (45) days from the date of death.

3.6. Use and sequence of coupons

3.6.1. The ticket(s) is/are valid only for the transport as indicated in the same(s), i.e., starting at the place of departure, stopping at intermediate locations (if any) and end at the final destination, in the sequential order as provided in the ticket(s).

3.6.2. Therefore, the use of the ticket(s) contrary to that indicated in 3.6.1 is not possible and must be rejected by the Carrier.

3.6.3. Any use that the passenger wants to make of the ticket(s) contrary to the sequential order provided in the same(s) implies that the passenger contacts the Carrier so that a new fare is calculated for the new transport.

3.6.4. Each ticket will be accepted for carriage in the class of service, date, and flight specified therein. When tickets are issued without the reservation being specified, the seat will be reserved, at the passenger's request, and subject to possible restrictions on the fare used and the availability of a seat on the flight in question.

3.7. Name and address of the Carrier

The name of the Carrier can be abbreviated, in the ticket, in accordance with the Airline Designator Code or any other abbreviation. The address of the Carrier will be the airport of departure shown on the ticket before the first abbreviation of its name or, in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt.

ARTICLE 4 | Stopovers

4.1. General

Trip interruptions of more than 24 hours are permitted, when agreed in advance with the Carrier, unless government regulations or Carrier regulations do not allow them.

ARTICLE 5 | Fares, taxes, and charges

5.1. General

Fares apply only for carriage from the airport at the place of departure to the airport at the place of destination. Fares do not include ground transport between airports and the city centers unless the Carrier's regulations anticipate such transportation without additional charges.

5.2. Applicable fares

Fares applicable to carriage subject to the present conditions

are the ones published by the Carrier or, if not published, those established in accordance with the Carrier's regulations. Whether subject to governmental requirements or to the Carrier's regulations, the applicable fare is the fare for the flight or flights in effect on the date of the commencement of the carriage covered by the first flight coupon or, in the case of an electronic ticket, an electronic coupon, as shown for the flight of the first portion of the itinerary/receipt. When the amount charged is not the applicable fare, the difference shall be paid by the passenger or reimbursed by the Carrier, as the case may be, in accordance with the Carrier's regulations.

5.3. Itineraries included in the fare

Unless otherwise stated on the Carrier's regulations, the fares are applicable both ways and concern only itineraries published in connection with the fares. If there are several itineraries to which there is the same fare, the passenger may, before the ticket is issued, specify the preferred itinerary. If no itinerary has been specified, the Carrier may determine it.

5.4. Taxes, fees, and charges

It is the passenger's responsibility to pay all taxes, fees, and charges determined by a Government, or any other authority, or by the operator of an airport, for a passenger and for the use of any services or facilities by a passenger, except as otherwise provided by the Carrier. The ticket details fees and charges not included in the fare.

5.5. Currency

The fares and taxes may be paid in any currency accepted by the Carrier. When the payment is made in a currency apart from the currencies in which the fare is published, such payment will be made at the exchange rate established in accordance with the Carrier's regulations.

ARTICLE 6 | Bookings

6.1. Booking requirements

6.1.1 Bookings are not confirmed until registered as accepted by the Carrier or an authorized agent.

6.1.2 As provided by the Carrier's regulations, some fares have conditions that limit or exclude the passenger's right to alter or cancel bookings.

6.2. Ticketing time limits

6.2.1 If the passenger fails to pay for the ticket or has not made credit arrangements with the Carrier within the time limit specified by the Carrier or by an authorized agent, these may cancel the booking.

6.2.2 The Carrier may require the issuance of the ticket in advance, regardless of the period initially indicated at the time of booking, for managing the flight.

6.3. Personal data

Passenger acknowledges that their personal data provided to the Carrier was making one or more reservations and their management, issuing one or more tickets, and obtaining related and complementary services, developing, and providing services, namely, to changing trips, reporting flight status, handling irregularities, facilitating emigration and entry procedures and, in connection with travel, making such data available to government departments. For such purposes, the passenger authorizes the Carrier to retain and use such data and to transmit it to its offices, and/or to its subsidiaries, and/or to its authorized agents, and/or to government departments, and/or to other Carriers, and/or to the providers of the aforementioned services, and/or to credit institutions and other credit card companies, and/or to data processors that provide services to the Carrier in any country where it may be located. Passengers will be able to exercise their rights under Regulation. no. 2016/679 of 27 April, and Law no. 58/2019 of 8 August. the Retention period for the above purposes, when not defined by law, is 5 years.

6.4. Pre-seating

6.4.1. Only when possible are passengers allowed to request a seat reservation (e.g. window, aisle, middle, seat with more space), within a selection of available seats in their booked class, on domestic and international flights operated by the Carrier. Advance seat reservations may be subject to additional charges and are subject to the availability of the desired seats.

6.4.2. Carrier's right to change seat

The Carrier reserves the right to allocate or re-allocate seats at any time, even after boarding the aircraft. This may be necessary for operational or safety reasons, such as re-accommodating children or passengers with special needs with their families or companions, aircraft changes, or anything else that may prove necessary. If you purchase a seat reservation in advance and the flight is canceled or if we make seat changes, we will refund the amount paid for the seat reservation if the desired category is not available. However, if your fare includes the choice of a seat and the reservation of this seat is not paid for separately, as it is an integral part of the fare, refunds will be made for the published amounts paid for booking a seat.

If you cancel or rebook your ticket, purchase an upgrade, or have made incorrect statements regarding your ability to sit in seats near the emergency exits, the amount paid for the seat reservation will not be refunded.

The advance seat reservation service is applied to each reservation made, so in the event of a change, you will be charged the fee corresponding to the new seat booking.

6.5. Service charge when the seat is not occupied

According to the Carrier's regulations, a service charge may be applied to passengers who do not use the reservation for which the ticket was issued

6.6. Booking reconfirmation

6.6.1 Conditions

As a rule, you do not need to reconfirm your booking for our flights.

6.6.2 Confirmation requirements

You should ask other Carriers about the reconfirmation requirements involved in your journey. When necessary, you must reconfirm your reservation with the Carrier whose air Carrier designation code on the ticket, for the flight in question.

ARTICLE 7 | Check-in and boarding

7.1. Airport arrival times

The passenger must present himself at the airport check-in point, or at another point of departure, at the time established by the Carrier or, if no time has been set, with the necessary notice of the flight's departure time, to allow compliance with legal formalities and boarding procedures. If the passenger does not comply with the above, or appears improperly documented and unprepared to travel, the Carrier may cancel the seat reservation. Flight departures will not be delayed by passengers arriving at the point of appearance (check-in or boarding gate or other departure point established by the Carrier) too late. The Carrier assumes no liability to the passenger for damages resulting from the latter's failure to comply with the provisions of this paragraph.

ARTICLE 8 | Refusal and limitation of transport

8.1. Right to refuse transport

For security reasons, the Carrier will refuse carriage of any passenger or passenger's baggage, in accordance with the exercise of its reasonable discretion and if determines that:

a) such action is necessary to avoid breaking laws, regulations, or orders of any country or territory the passenger is flown to, from or over; or;

b) the conduct, age, mental or physical condition of the passenger is such that special assistance from the Carrier becomes necessary, or;

c) cause discomfort to or raise objections from other passengers; or

d) involve hazard or risk to him or herself or to other persons or property; or

e) the person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct, or;

f) the person is unable or unwilling to sit in their designated seat with the seat belt fastened, or;

g) the person smokes or attempts to smoke on the aircraft, or;

h) the person uses or continues to use a mobile phone, laptop, or other electronic device on board the aircraft after being instructed to discontinue such use by a crew member, or;

i) the person is dressed inappropriately, that is, is in a bathing suit, bikini, barefoot, or with completely bare legs and/or has an unpleasant odor, likely to cause discomfort to other passengers and crew, or;

j) the passenger is intoxicated, under the influence of narcotics or substances that determine psychic dependence, or;

k) such action is necessary because the passenger has not observed the Carrier's instructions, or;

l) the passenger refuses to submit to security procedures, or;

m) fees, taxes, and fares have not been paid or credit agreements between Carrier and passenger have not been concluded, or;

n) the passenger does not have the appropriate documents, or;

o) the passenger may seek to enter a country to which he is only in transit or transshipment, or;

p) the passenger can destroy his documentation during the flight, or;

q) the passenger may refuse, if requested, the delivery of his travel documents to the crew, or;

r) the passenger checked in after the period required by the Carrier or presented himself at the boarding area after the boarding period stipulated by the Carrier.

8.1.1. Ticket

8.1.1.1. The passenger does not have a paid reservation, with a ticket issued;

8.1.1.2. The ticket has been illegally acquired or purchased from an entity other than the Carrier or an authorized agent; or

8.1.1.3. Is a counterfeit ticket; or

8.1.1.4. Any electronic coupon has been altered by anyone other than the Carrier or an authorized agent; or

8.1.1.5. The person presenting the ticket cannot prove that he or she is the person named in the ticket.

8.1.1.6. The ticket payment is the subject of a dispute, cancellation, reversal, or chargeback before the carriage is performed, without the passenger having previously settled the payment using a payment method accepted by the Carrier.

8.1.2. Force majeure cases

The Carrier is further entitled to refuse Transport in situations beyond its control, including, but not limited to, the following:

(a) war or political instability;

(b) illegal acts or sabotage;

(c) weather conditions or natural disasters that make the safe operation of the aircraft impossible;

(d) air traffic control instructions;

(e) a security threat;

(f) airport operation issues;

(g) a medical emergency;

(h) a collision with wild animals;

(j) a break in employment at the Carrier or at a provider of essential services, such as an airport or an air navigation service provider;

(j) a manufacturing defect in an aircraft which reduces the safety of passengers and which has been identified by the manufacturer of the aircraft concerned, or by a competent authority; and

(k) an order or instruction from an official of a State or a law enforcement agency or a person responsible for airport security.

8.2. Special assistance

Acceptance for carriage of unaccompanied minors, persons with a disability, pregnant women, persons with illness, or other persons requiring special assistance is subject to prior arrangement with the Carrier. If such passengers did inform of any special requirements when the ticket was issued and such requirements were accepted by the Carrier, the carriage shall not be refused based on the respective conditions or special requirements.

8.2.1. According to what is stated in 8.2., if the passenger declares to the Carrier that he or she is self-sufficient and capable of, during the flight, take care of his or her physical needs without help, namely in what concerns health, safety, and hygiene, then the passenger will be allowed to travel without accompanying passenger and the Carrier will not be required to pay any onboard assistance that goes against whatever has been declared by the passenger.

8.2.2. For the safety and comfort of all passengers, it is necessary that they can easily move the armrests and chairs up and down. If it is not possible to do so, for the trip to be comfortable and safe, an extra seat must be purchased. Check here how to purchase an extra seat: Azores Airlines | Get Upgraded (plusgrade.com). Before booking the trip and so that the Carrier can ensure the transport, we ask that you confirm the width of the doors, seats, and aisles of our fleet.

Azores Airlines Fleet

- Seat width measurement: 43 cm
- Aisle width: 44 cm
- Exit width: 96 cm

SATA Air Açores Fleet

- Seat width measurement: 43 cm
- Aisle width: 40 cm
- Exit width: 76 cm

8.2.3. The request for special assistance must be requested at the time of booking or up to 48 hours before the flight departure. Subject to the impossibility of Confirming a Special Assistance Request or Acceptance on the Requested Flight under the following conditions:

- The passenger did not inform us in the booking of the need for special assistance that he needs;

- The request for special assistance was not made more than 48 hours in advance of the published flight time;

- The request for special assistance cannot be provided due to operational safety issues (example, aircraft dimensions).

- The Carrier has reached the limit number of disabled passengers who, for safety reasons in an emergency, may be accepted on the flight.

ARTICLE 9 | Baggage

9.1. Items not acceptable as baggage

9.1.1. The passenger shall not include in his or her baggage:

9.1.1.1. items which do not constitute baggage, as defined in article 1;

9.1.1.2. items liable to endanger the aircraft or persons or property on board it, such as those specified in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO), in the Dangerous Goods Regulations of the International Association of Air Transport (IATA), in the legislation for the matter in force and in the Carrier's regulations. You can check our specific conditions regarding prohibited and dangerous baggage.

9.1.1.3. items whose transportation is forbidden by law, regulations and applicable decisions from any state of departure or of destination.

9.1.1.4. tems which, given the type of aircraft used, the Carrier considers as inappropriate for carriage, or because they are dangerous, or because they are dangerous due to their weight, size, shape or nature, or because they are fragile or perishable.

9.1.1.5. live animals, except as provided for in 9.10.

9.1.2. Anyone without a valid licence to use and carry firearms, ammunition or other weapons is prohibited from carrying them in their luggage. Firearms, ammunition, and other types of weapons may be accepted as Checked Baggage, in accordance with the Carrier's Regulations. To that purpose, the passenger will, when of the reservation, inform the Carrier of his or her intention to carry such items and present all necessary documentation. All firearms must be unloaded, with the safety catch on and properly packed. The carriage of ammunition is subject to the ICAO and IATA regulations, as specified in 9.1.1.2. Check our specific conditions for this type of transport.

9.1.3. Weapons such as antique firearms, swords, knives, and similar items may be accepted as checked baggage, in accordance with the Carrier's regulations, but will not be permitted in the cabin. If you want to transport these items, you should consult our specific conditions.

9.1.4. Fragile items; perishable items (food, frozen, etc.); drinks; keys; money, jewelry, or valuables; important, unique or business documents; audio/video equipment; electronic equipment; medical equipment; musical instruments; photographic machines or equipment, computer equipment (hardware or software); medicines; showcases or commercial catalogs; works of art, antiques, or collectibles; eyeglasses and lenses, passports, personal identification, tickets, or credit cards; watches, mobile phones and accessories; glass and crystal, precious metals, jewelry, computers, personal electronics, negotiable papers, guarantees or other valuables, work documents, passports, and other identification documents must not be placed in your checked baggage.

9.1.5. If any of the items mentioned in the previous paragraphs is carried, whether their carriage is forbidden, or because its

carriage is not acceptable, the Carrier is not liable for any loss, stealing, or damage to these items. The liability limitations and other provisions of these conditions are applicable for the carriage of baggage.

9.2. Right to refuse transport

9.2.1. The Carrier may refuse the carriage as baggage of the items specified in paragraph 9.1 and may also refuse further carriage of any baggage if it is constituted, partially or overall, by those items.

9.2.2. The Carrier may refuse to carry any item as baggage because of its size, shape, weight, or nature, as well as whenever the Carrier finds that the baggage is not properly packed, or that its Bag or packaging is not in good condition. reasonable way to reach your destination without suffering any damage.

9.2.3. Unless when advance arrangements are made with the Carrier, the Carrier may carry in later flights baggage which is more than the free allowance.

9.2.4. All baggage must be packed in suitcases or similar packaging. The packaging must be sufficiently rigid and resistant to withstand pressures caused by normal loading conditions. The Carrier may refuse to transport any item that is not properly stowed inside the baggage (e.g., hiking boots attached to backpacks, tied articles, etc.).

9.3 Right to search

9.3.1. Baggage may be searched and/or scanned and/or x-rayed in the passenger's absence to determine whether it contains any of the items described in Article 9.1 and

9.3.2. If the passenger does not allow a search and/or "scan" of his/her person and/or a search and/or "scan" and/or x-ray of his/her Baggage, we may refuse to carry him/her and/or his/her baggage. If a search and/or scan causes damage to you and/or an x-ray and/or search and/or scan causes damage to your Baggage, we will not be liable for such damage unless the same are due to any fault or gross negligence on our part.

9.3.3. For security reasons, luggage will be opened and searched when there is a suspicion that it contains any prohibited articles, in these general conditions of carriage, in the applicable regulations or in the law in force.

9.3.4. The authorization to search the luggage is substantiated, for the passenger, with the purchase of the Ticket.

9.3.5. Any damage resulting from the search is the responsibility of the passenger.

9.3.6. The right to search extends to the Passenger and goods transported by him, where applicable.

9.4. Checked baggage

9.4.1 From the moment the baggage is delivered to the Carrier, checked baggage will remain under the Carrier's custody and the Carrier will issue an identification tag for each piece of checked baggage.

9.4.2 If the baggage is not identified by name, initials, or other personal identification, the passenger must affix such identification to the baggage before acceptance. Passengers must know that personal identification of their luggage is essential in the event of loss or misplacement, for checking and guaranteeing their transport.

9.4.3 Checked baggage will be carried on the same aircraft as the passenger, unless the Carrier decides that this is impracticable; namely due to unavailability of weight and/or space of the aircraft, or any security reason that must be met, in which case, the Carrier will transport it on the first flight, before or after, with availability of weight and space.

9.5. Free baggage allowance

9.5.1. Checked baggage

Passengers may carry free of charge baggage in accordance with the specifications, conditions, and limitations contained in the present conditions of carriage and the Carrier's regulations. The amount of free of charge baggage to be carried is specified in the Electronic Ticket and/or in the itinerary/receipt.

9.5.2. Carry-on baggage

Passengers may also carry with them, free of charge, in the cabin of the aircraft, luggage with the maximum weight indicated on their(s), in the case of an electronic ticket, and/or on their itinerary/receipt.

In addition to this, the passenger may carry other objects that are indicated on their Electronic Ticket(s) and/or on their itinerary/receipt. Baggage that the passenger takes with him to the aircraft must fit under the seat in front of him or in a storage compartment in the aircraft cabin.

However, if for reasons related to the volume or configuration of the object or due to unavailability of space it is not possible to store it safely in the luggage compartment of the aircraft, even if this luggage is within the accepted weight limits, these objects will not be transported in the cabin, and the Carrier may re-route them to the hold, subject to excess baggage rules, when applicable. The passenger must confirm that he is not carrying valuable items (e.g., jewelry, documents, keys) and/or prohibited or dangerous items (e.g., lithium batteries; electronic cigarettes), in which case they must be removed to be transported in the cabin by the passenger. passenger.

9.5.3. Items unsuitable for carriage in the hold of the aircraft (such as fragile musical instruments) will only be accepted for carriage in the cabin if the Carrier has been informed in advance and the Carrier has consented. For the Transport of these objects, the passenger may have to pay an additional fee for this service, as established in the special conditions.

9.6. Excess baggage

The carriage of baggage, in addition to the amount of baggage whose carriage is free of charge, is subject to the payment of a fee, in accordance with the Carrier's regulations.

9.7. Excess value declaration and fee

9.7.1 The passenger may declare a value for the checked baggage, within the applicable liability limits. If the passenger

makes such a declaration, they must pay the applicable fees. Please consult our special conditions regarding the Declaration of Value procedure.

9.7.2 The Carrier may refuse to declare excess value under checked baggage when part of the carriage is provided by another Carrier that does not offer this possibility.

9.8. Collection and delivery of checked baggage

9.8.1 Passengers must collect their checked baggage as soon as it is available at the places/points of destination or at their place of travel interruption. If the passenger does not collect it within a reasonable period, the Carrier may charge a storage fee. If the passenger does not claim his checked baggage within 1 year from the date on which it becomes available, the Carrier may dispose of it without any liability to the passenger.

9.8.2 Only those who carry the Baggage Tag that is given to the passenger at check-in will be entitled to the delivery of Checked Baggage. Failure to show the baggage tag shall not prevent the passenger from receiving his/her Baggage, provided it is proved that such tag was issued and/or the Baggage can be identified by other means.

9.8.3 If a person intends to collect checked baggage and does not present the baggage tag (if one has been issued) the Carrier will only deliver the Baggage if the passenger convinces him of his right to it; when requested by the Carrier, the passenger must provide a formal guarantee that the Carrier will indemnify the Carrier for any loss, damage or expenses which he may incur due to the delivery of the baggage in these circumstances.

9.8.4 The acceptance of baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is evidence, unless proven otherwise, that it was delivered to him in good condition and in accordance with the contract of carriage.

9.9. Animals

9.9.1 Dogs, cats, poultry, and other pets, accepted by the Carrier, when properly packed in containers, bags, or cages and accompanied by health and vaccination certificates, entry authorizations and other documents required by the countries of entry or transit, will be accepted for carriage in accordance with the Carrier's regulations. You must check our special conditions for transporting pets, as well as which animals are accepted by the Carrier.

9.9.2 Your pet can be transported:

a) In the cargo hold, in its container or cage with food, in this case it will be considered as excess Baggage, when applicable, and subject to payment of a fee;

b) in the cabin, if you do not weigh more than 8 kg, in this case you are subject to the payment of a fixed fee, which you must consult in advance;

9.9.3 Assistance dogs accompanying Disabled Passengers, as well as their containers and food, will be transported free of charge in addition to the normal amount of baggage whose transport is free of charge, but their transport is subject to the conditions indicated by the Carrier, which must be consulted in advance.

9.9.4 Without prejudice to the liability rules of the convention or other applicable law and except for the Carrier's negligence, acceptance for carriage of pets and assistance dogs is made on the assumption that the passenger assumes full responsibility for them. The Carrier will not be liable for the injury, loss, delay, illness, or death of such animals, nor for any damages resulting from their being refused entry into, or passage through, any country, state, or territory.

ARTICLE 10 | Schedules, flight cancellations and boarding refusals

The provisions contained in this section are based on Regulation 261/2004 of the European Parliament and of the Council, of February 11, 2004, you can consult all your Rights by consulting their full text available **here.**

10.1. Schedules

The Carrier undertakes to use its best efforts to transport the passenger and their luggage with reasonable promptness and to comply with the timetable established for the date of travel.

10.2. Cancellations, changes to schedule, etc.

If, due to circumstances beyond its control, the Carrier cancels or delays a flight, is unable to provide previously reserved seats, fails to land at a scheduled stopover or final destination, or causes the passenger misses a connecting flight for which he has a reservation, the Carrier must:

10.2.1 Transport the passenger on another flight that has available seats; or

10.2.2 Redirect the passenger to the destination indicated on the ticket or to the route for which the Carrier has been contracted, through its own scheduled services or through the services of another Carrier or through land transport. If the sum of the fare, excess baggage fee and any applicable service fee for re-routing exceeds the refund amount of the ticket or part thereof, the Carrier shall not charge any additional fee or fee to the passenger, and must refund the difference in fees and charges when the re-routing is lower; or

10.2.3 Make a refund in accordance with the provisions of article 11, thus being released from any liability to the passenger.

10.3 Boarding refusal

In case of denied boarding, the legal provisions in force apply.

10.4 Disclaimer

Except if its acts have been carried out with intent or gross negligence, the Carrier will not be responsible for errors and omissions in the published timetables, or for information on departure and arrival dates or times of flights, or on the operation of any flight, provided by the Carrier's employees, agents, or representatives.

ARTICLE 11 | Refunds

11.1. General

When the Carrier does not provide carriage according to the carriage contract, or in the case the passenger voluntarily changes the provisions of that contract, the Carrier shall refund an unused ticket, overall or partially, in accordance with the following paragraphs contained in this article and further provisions on refunds contained in the Carrier's regulations.

11.2. Person to whom refund should be made

Unless otherwise indicated in this paragraph, the Carrier reserves the right to make the refund either to the person mentioned on the ticket or to the person who paid for it, in the presence of documented proof of such payment.

If a ticket has been paid for by a person other than the person whose name appears on the ticket, and the Carrier has indicated on the ticket, at the time of issuance, the notation that there is a refund restriction, the Carrier will issue the refund only to the person who paid for the ticket or someone else with your authorization.

Refunds will only be made upon presentation of the itinerary/receipt to the Carrier.

A refund made to the person who presents the passenger's itinerary/receipt, and who presents himself as the person to whom the refund must be made in accordance with points 11.3.1 or 11.3.2, will be considered an appropriate refund and will relieve the Carrier of liability and any subsequent refund claims.

11.3. Involuntary refunds

If the passenger is prevented from using, in whole or in part, the transport specified in his ticket due to cancellation, postponement, or delay beyond the reasonable limits of a flight, omission of a stopover indicated on the ticket (stopover), inability of the Carrier guaranteeing a seat already confirmed, replacing the type of equipment or class of service with another that does not correspond and lower than the fare paid, causing the passenger to miss a connecting flight for which he has a reservation, due to the passenger disembarking or the Carrier's refusal to transport it, the refund amount will be:

11.3.1 If no portion of the ticket has been used, an amount equal to the fare paid;

11.3.2 If you used part of the ticket, the refund will correspond to the difference between the fare paid, and the fare for the transport used.

11.4. Voluntary refunds

If a passenger wants a refund of his ticket for reasons other than those indicated in the previous paragraphs of this Article, provided that the conditions of the respective fare authorize it, the amount of the refund will be:

11.4.1 If no portion of the ticket has been used, an amount equal to the fare paid, in accordance with the fare rules applicable to the fare accepted by the passenger, less any applicable service fees, cancellation fees and surcharges, plus subject to applicable law, any taxes, fees, and charges paid;

11.4.2 If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid, in accordance with the fare rules applicable to the fare accepted by the passenger, and the fare applicable for travel between the points to which the ticket has been used, less any applicable service, cancellation and surcharge fees, plus, subject to applicable law, any taxes, fees, and charges paid and payable.

11.5. Right to deny a refund

11.5.1 The Carrier may refuse the refund of the respective ticket, when the request for this refund is made (or after the date of expiry of the ticket, provided for in the Carrier's regulations).

11.5.2 For tickets that involve international transport, certain countries limit the time a passenger can stay in a particular country without a visa or other official government documentation granting permission to stay for an extended period. Provided the passenger can prove that they have received government authorization to remain in the country or that they depart the country by another Carrier or other means of transport, they will be given a refund for any unused coupon(s).

11.6. Currency and payment method

All refunds are subject to the laws, regulations, or governmental orders of the country in which the ticket was originally purchased and the country where the refund is made. Notwithstanding the foregoing, refunds will be made in the currency and method of payment in which the ticket was paid for but may be paid in another currency in accordance with the regulations of the Carrier making the refund.

The Carrier reserves the right not to accept payment by check.

11.7. Who must refund the ticket

Refunds will only be made by the Carrier who originally issued the ticket or by its agent, if authorized to do so.

ARTICLE 12 | Behavior onboard

12.1 Disobedient or disorderly passenger

The Carrier considers an undisciplined or disorderly passenger to be any passenger who does not respect the rules of conduct while on board an aircraft or who refuses to follow the instructions of crew members and thus disturb the safety of the aircraft and persons.

12.2 Disobedient behavior

Aggression against crew members or passengers will be considered undisciplined conduct; refusal to follow an instruction from the aircraft commander, drug consumption; smoking on board; consume alcohol beyond the limits defined by the Carrier; vandalism; unauthorized use of electronic devices; communication of false information; or any other act that may compromise security.

The Carrier may take the measures recommended by national and international law, which are necessary to prevent the continuation of such behavior, including restraining or ordering the passenger's arrest.

12.3 Authority onboard

The captain of the aircraft exercises authority over the persons and things on board and, to maintain discipline on board, may disembark, on the first stop.

12.4 Refund for not flown segment

If the passenger causes his disembarkation at the airport of stopover or connection, for any reason, no amount will be due to him as a refund for the journey not taken.

ARTICLE 13 | Administrative formalities

13.1 General

The passenger must comply with the laws, regulations, orders, requirements, and travel requirements in force in the countries of origin, destination, or overflight and with the Carrier's rules and instructions. The Carrier will not be responsible for any assistance or information relating to the obtaining of legally required documents or for the consequences suffered by the passenger for not obtaining those documents or not complying with the laws, regulations, orders, requirements, requirements, rules, or instructions.

13.2 Travel documents

The passenger must present all departure, entry, health documents and any other documents required by laws, regulations, orders, requirements, or determinations in force in the respective countries, in a valid and physical format. The passenger must allow the Carrier to retain copies thereof, the Carrier reserving the right to refuse carriage to any passenger who fails to comply.

13.3 Refusal of entry

The passenger will have to pay the applicable fare whenever the Carrier, by order of a competent authority, is obliged to return the passenger to his point of origin, or to any other point, due to the non-admission of the passenger to a country, whether of transit, or destination. The Carrier may use any funds paid to it by the passenger to settle the carriage not carried out, or any sum of the Passenger in its possession, for the payment of such fare. The fare charged for transport carried out to the point of refusal of entry or deportation will not be reimbursed by the Carrier.

13.4 Passenger's liability for fines, detention costs, etc.

If the Carrier must pay any fine or penalty, or must make the corresponding deposit, or to disburse any amount, due to the passenger's failure to comply with laws, regulations, orders, requirements, or travel requirements in force in the respective countries, or failure to present the required documents, the passenger must reimburse the Carrier for the amount paid, deposited or disbursed in these circumstances. The Carrier may use for the payment of such expenses any funds that have been paid to it by the passenger for the settlement of transportation not carried out, or any sum of the passenger in its possession.

13.5 Customs inspection

When requested, the passenger must attend the inspection of their luggage, registered or not, carried out by Customs or other official authorities. The Carrier is not liable to the passenger for any damages suffered by him/her due to non-compliance with this rule.

13.6 Security inspection

The passenger must undergo any security inspection by Government, airport, or Carrier officials.

ARTICLE 14 | Other services

14.1 Additional services provided by third parties

If the Carrier requests a third party to provide it with any services other than air transport or if it issues a ticket or voucher relating to transport (other than air transport), or services such as transfers by bus or train, hotel reservations or similar services or car hire, such services will be provided by that third party, and the Carrier only as its agent for the passenger. The terms and conditions applicable to the service provided by this third party will apply.

Please note that the Carrier will not be responsible for the performance of these service providers or for any other reason related to the provision of these services and, in particular, for delays, cancellations or incorrect information disclosed by them.

14.2 Organized trips

If, after selecting and paying for a travel service, you book additional travel services for your trip or holiday via the website, the Carrier will not benefit from the rights applicable to package travel under Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and related travel services, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC. The Carrier is not responsible for the correct performance of these supplementary travel services. In case of problems, you should contact the service provider concerned.

14.3 Land or sea transport

If the Carrier provides land or sea transport, this may be subject to other conditions. Such conditions must be requested or consulted with the subcontracted Carrier.

14.4 Onboard service

The Carrier may have a meal and beverage service on board, this service may be free or paid, and is not included in the fare or in the transport contract.

If the Carrier provides a food and beverage service or sales on board provided by a third party, the Carrier will not be responsible for the performance of these service providers or for any other reason related to the provision of these services. Passengers should consult their invoice to obtain the supplier's contact details.

ARTICLE 15 | Successive Carriers

Carriage to be performed by successive Carriers under one ticket,

or one ticket together with tickets from successive Carriers is regarded as one single operation.

ARTICLE 16 | Passenger liability

16.1. Deveres do passageiro

Passengers' duties, under penalty of adopting security measures, are the following:

(a) present themselves, for boarding, with legal identification documents at the time established by the Carrier of the ticket;

(b) be properly dressed and shod;

(c) obey written notices on board or transmitted by the crew;

(d) refrain from an attitude that causes discomfort, discomfort, or harm to other passengers;

(e) no smoking on board;

(f) keep sound, electronic, and telecommunication devices turned off that may interfere with the operation of the aircraft or disturb the tranquility of other passengers, except when authorized by the flight crew;

(g) not consume alcoholic beverages brought on board, or exceed the quantities that can be supplied on board;

(h) not to carry prohibited and/or dangerous items in your baggage;

(i) not accommodate hand luggage in a passenger transit area or in places that interfere with emergency exits;

(j) not carry luggage that is not owned by you or whose contents are unknown;

(k) adopt all sanitary measures that may eventually be requested by the Carrier.

16.2. The duties set out in clause 16.1 above are exemplified and not exhaustive, and the Carrier may refuse your boarding.

ARTICLE 17 | Liability

17.1. General

The Carrier's liability will be determined by these Conditions of Carriage, as well as being subject to the rules and limitations relating to liability established by the Convention; whose full text can be read **here**.

Unless expressly provided to the contrary in these Conditions, nothing in these Conditions shall waive any exclusion or limitation of our liability under the Convention or other applicable laws.

Without prejudice to the provisions of any applicable law, the Carrier is only liable for damage occurring during carriage on a flight or flight segment on which the Air Carrier designator code appears in the "carrier" field of the ticket for such flight or flight segment. If a ticket is issued or baggage is checked in by the Carrier for carriage by another Carrier, this will only be carried out as agent for that other Carrier.

17.2. Death and bodily harm to passengers

17.2.1 The Carrier is only liable for damage caused in the event of death or bodily injury to a passenger if the accident causing the death or injury occurred on board the aircraft or during a boarding or disembarkation operation.

17.2.2 The Carrier will not be able to exclude or limit its liability for damages for death or personal injury not exceeding 151 880 Special Drawing Rights per passenger.

17.2.3 Carrier will not be liable for damages for death or personal injury exceeding 100000 Special Drawing Rights per passenger if it proves that:

a) Such damages were not caused by negligence or other willful act or omission by you or your workers or agents;

b) Such damages were caused solely by the negligence or other willful act or omission of a third party.

17.2.4 Within a maximum period of 15 (fifteen) days after the identification and determination of the natural person entitled to compensation, the Carrier will make the necessary advances to meet their immediate economic needs measured on a proportional basis to the damage.

17.2.5 Advances will not, in the event of death, be less than the equivalent in Euros of 16,000 SDR per Passenger.

17.2.6 An advance does not constitute an acknowledgment of liability and may be deducted from any amount paid subsequently based on the liability of the community air Carrier, but is non-refundable, except in the cases referred to in Article 20 of the Montreal Convention or when the person receiving the advance was not the person entitled to compensation.

17.3. Damage to carry-on baggage

17.3.1 The Carrier is not responsible for damage caused to unchecked baggage unless such damage is caused by the negligence of the Carrier. If there has also been negligence from the passenger, the Carrier's liability will be subject to the applicable laws only in relation to the party to which it contributed negligent acts.

17.4. Damage to checked baggage

Except for cases of acts or omissions made intending to cause damage, or of exceptional carelessness, and with the knowledge that damage would likely result, the Carrier's liability in the event of damage to checked baggage will be limited to 26 SDRs for each kilogram, and, in the case of damage to the passenger's unchecked baggage, the Carrier is only liable for up to 332 SDRs, this in relation to journeys where the Warsaw Convention, as amended, is applicable; or 1,519 SDR for checked baggage, when the Montreal Convention applies to the trip, provided that in both cases and under the terms of the law applicable to them, different limits of liability may apply.

17.4.1 Pursuant to the Warsaw Convention, if the weight of the baggage is not recorded on the baggage ticket, it is assumed that the total weight of the checked baggage does not exceed the total that is allowed without adding excess weight chargeable under the regulations. of the Carrier. If, in the case of checked baggage, a higher value is declared, pursuant to article 9.7, the

Carrier's liability shall be limited to that same value.

17.4.2 Any damage caused by a passenger's luggage to a third party or to third-party goods, including the Carrier's, will be the responsibility of the passenger.

17.5. Delays

The Carrier is liable, under the convention, for damage resulting from delay in the carriage of passengers, baggage, or goods by air. However, the Carrier will not be liable for damage resulting from the delay if it proves that it or its workers or agents took all measures that could reasonably be required to avoid the damage or that it was impossible for them to take such measures.

17.6. Indicated baggage replacement limits

Without prejudice to the legal provisions in force, the amount payable in case of replacement of damaged luggage may be adjusted to the average market values and their devaluation, considering the time of use, always based on a case-by-case and reasonable criterion.

17.7. Disclaimer

17.7.1 If it proves that it was the negligence or other willful act or omission of the person claiming compensation, or the person from whom the rights of the former emanate, that caused or contributed to the damage, the Carrier will be released in whole or in part from its liability to the claimant. to the extent that such negligence, willful act, or omission caused or contributed to the damage. When compensation for the death or bodily injury of a passenger is claimed by a third party, the Carrier will also be totally or partially exonerated from its liability to the extent that it proves that it was the negligence or other willful act or omission of the passenger that caused or contributed to the damage.

17.7.2 The Carrier's liability may not exceed the amount of damage proved. The Carrier will also not be liable for indirect or consequential damages.

17.7.3 The Carrier is not responsible for damage to the passenger or to the passenger's luggage due to causes inherent to the contents of that luggage. The passenger whose belongings cause damage to another passenger or to another passenger's luggage, or to the Carrier's goods, must compensate the Carrier for the damages and expenses resulting from the occurrence.

17.7.4 The Carrier is not responsible for damage caused to fragile or perishable items, cash, precious metals, jewelry, computers, electronic material, credit papers, securities or other valuables, business documents, passports and other identification documents, or other items of value. that are included in the passenger's checked baggage.

17.7.5 The Carrier will not be responsible for minor damages, such as small scratches, scratches, dented corners, when this does not compromise the correct use of the luggage, small signs of dirt, and others considered by a common man as normal and probable for the type of Transport, as well as for damage or loss of removable parts, whose removal must be carried out and taken care of, before transport, by the Passenger.

17.7.6 The Carrier may refuse, limit or exclude its liability, whenever it transports luggage (e.g., transport of sports equipment) or passengers free of charge, or under special tariffs and conditions not available to the public, considering that the transport (e.g., travel under individual protocols).

17.7.7 Intermediate expense refund

17.7.7.1 In case of loss of luggage involving an overnight stay or delay of more than 24 hours, the Carrier may, upon presentation of all expenses, duly documented, and if there is a proven need, reimburse expenses related to essential items. If it is not part of a situation of loss or permanent misplacement of baggage, this situation is subject to the limits of liability defined in the Convention.

17.7.7.2 If a passenger whose age or mental or physical condition is such as to involve any risk to himself, the Carrier will not be liable for any illness, injury, or disability, including death, attributable to such condition, or for the aggravation of such condition.

17.7.7.3 Any exclusion or limitation of the Carrier's liability shall apply to its agents, employees, and representatives and to any person whose aircraft are used by the Carrier and its agents, employees, and representatives. The total amount of compensation that may be claimed from the Carrier and its agents, employees, representatives, and such person may not exceed the Carrier's limit of liability.

17.7.7.4 The Carrier is not liable for any damages resulting from its compliance with laws, regulations, orders, or governmental orders, or from the passenger's failure to comply with them.

ARTICLE 18 | Deadline for complaints and legal procedures

18.1. Claim for delay, breakdown, or damage to checked baggage

No action can be taken in the event of damage to checked baggage, unless the person immediately informs the Carrier of the damage or, at the latest, 7 days after the date of receipt; in case of delay in baggage, the claim may be made after 21 days from the date on which the Action is made available to you. All complaints must be made in writing.

18.2. Maximum deadline for resolution and closing of a baggage process

18.2.1. Limitation of actions

Any rights to damages expire if a liability action is not brought within two years from the date of arrival at the destination, or the date that transport is interrupted.

18.3. Assignment

The assignment of any right to compensation, damages, or reimbursement in favor of third parties is prohibited under these Conditions and this limitation extends to natural or legal persons. This prohibition on assignment does not apply when the assignment of the claim is required by law or by written agreement between the Passenger entitled to the right, the

Carrier, and the Assignee.

ARTICLE 19 | Interpretation

The heading of each Article of these Conditions of Carriage is only intended to facilitate their use and should not be considered when interpreting the text.

ARTICLE 20 | Changes

No agent, employee, administrator, or representative of SATA has the power to alter or modify any of the provisions of these Conditions of Carriage or the SATA regulations or to waive them.

ARTICLE 21 | Applicable law

These Conditions of Carriage are governed by and must be interpreted in accordance with the Portuguese law.

ARTICLE 22 | Jurisdiction

Unless otherwise provided for in these Conditions of Carriage or in the Convention or in any other applicable law, any dispute relating to your contract of carriage with SATA is subject to the exclusive jurisdiction of the Ponta Delgada Judicial Court, excluding any other Courts.

ARTICLE 23 | Prevailing version

These Conditions of Carriage written in Portuguese have a written version in English and may have versions written in other languages. In case of conflict between any of

such written versions and this written version in Portuguese, the latter will prevail.

LEGAL INFORMATION AND CONTACTS

SATA Internacional - Azores Airlines, S.A

Taxpayer number 512029393

Rua Dr. José Bruno Tavares Carreiro, N.º 6, 9º Piso

9500-769 Ponta Delgada

SATA Air Açores - Sociedade Açoriana de Transportes Aéreos S.A

Taxpayer number 512005095

Rua Dr. José Bruno Tavares Carreiro, N. º6 - 9.º Piso

9500-019 Ponta Delgada

Contact Center

Dial - (+351) 296 209 720

Chamada para rede fixa nacional. O custo das comunicações Call to national landline. The cost of communications depends on the tariff agreed with your operator If calling from abroad, dial (+351) 296 209 720. Calls to the national fixed network, the cost of communications depends on the tariff agreed with your operator.

Available from 8:00 am to 8:00 pm (Azores) and from 9:00 am to 9:00 pm (Mainland and Madeira), this number allows you to have access to most services, namely information on timetables and fares, bookings and payments, special requests, SATA IMAGINE service and support general to the passenger.

Contacts: email, phone, and fax.

Email **info@sata.pt**

Fax **(+351) 296 288 631**

SPECIFIC CONDITIONS OF TRANSPORT

These conditions aim to establish specific rules for the carriage of baggage and passengers.

1. Forbidden and dangerous baggage

Without prejudice to the applicable safety rules, passengers may not carry the following items as carry-on baggage:

a) Pistols, firearms, and other devices that fire projectiles – devices that can or appear to be used to cause serious injury by firing a projectile, including:

- firearms of any kind, such as pistols, revolvers, shotguns, shotguns;
- toy weapons, replicas, or imitations of firearms that can be confused with real weapons;
- firearm components, excluding telescopic sights;
- air and CO_2 pressure weapons, such as pistols, shotguns, shotguns and B.B. guns;
- signal guns and alarm guns;
- crossbows, bows, and arrows;
- spearfishing weapons;
- slings and slingshots.

b) Neutralizing devices – devices specifically intended to stun or immobilize, including:

- electroshock devices, such as electric stun guns, dart weapons (tasers) and electric batons;
- devices for stunning and killing animals;
- neutralizing or disabling chemicals, gases and aerosols, such as mace, pepper spray, tear gas, acid gas, and animal repellent aerosols;

c) Sharp or cutting objects – objects which, due to their sharp point or edges:

- sharp, can be used to cause serious injury, including:
- objects designed for cutting, such as axes, hatchets, and cleavers;
- axes and ice picks;
- razor blades;

- x-act knives;
- knives with blades longer than 6 cm;
- scissors with blades longer than 6 cm measured from the axis;
- sharp or cutting martial arts equipment;
- swords and sabers;

d) Work tools –tools that could be used to cause serious injury or to threaten the safety of the aircraft, including:

- crowbars;
- drills and drill bits, including cordless portable power drills;
- tools with a blade or shaft longer than 6 cm that can be used as a weapon, such as screwdrivers and chisels;
- saws, including cordless portable power saws;
- blowtorches;
- dowel guns and nail guns;

e) Blunt instruments – objects that can cause serious injury if used to physically harm someone, including:

- baseball and softball bats;
- clubs and sticks, such as rattles, flies, batons;
- martial arts equipment;

f) explosives and incendiary substances and devices – explosive and incendiary materials and devices that may or appear to be capable of being used to cause serious injury or to threaten the safety of the aircraft, including:

- ammunition;
- explosive cartridges;
- detonators and fuses;
- replicas or imitations of explosive devices;
- mines, grenades and other military explosives;
- fireworks and other pyrotechnic items;
- smoke generators;
- dynamite, gunpowder and plastic explosives.

Without prejudice to the applicable safety rules, passengers may not carry the following items as checked baggage.

Explosives and incendiary substances and devices – Explosive and incendiary materials and devices that can be used to cause serious injury or to threaten the safety of the aircraft, including:

- ammunition;
- explosive cartridges;
- detonators and fuses;
- Mines, grenades and other military explosives;
- fireworks and other pyrotechnic items;
- smoke generators;
- dynamite, gunpowder, and plastic explosives.

2. Musical instruments requirements and limitations:

Musical instruments can be accepted as cabin baggage, provided they do not exceed the stipulated measurements and/or weight (55×40×20 cm/total 115 cm) and permitted weight (8 kg).

If the aforementioned measures are exceeded, the musical instruments will have to be transported in the hold, properly packed in rigid packaging, or transported in the cabin by purchasing an extra place for your accommodation.

At the time of booking, you must inform the type of instrument, weight and dimensions, and the reservation is subject to later confirmation.

The maximum weight limit per item to be carried as hold baggage at check-in is 45 kg. However, if you exceed the passenger's baggage allowance, will always be subject to an excess baggage fee, in addition to a heavy items fee:

If the 45 kg limit is exceeded, transportation will only be possible as air cargo.

3. Weight and limitations of hand and checked baggage and other items of a fragile and/or valuable nature

3.1. Carry-on baggage

3.1.1 The Passenger must limit his cabin baggage to the essentials and to volumes that can be handled only by him.

3.1.2 At check-in, all hand luggage must be presented to be properly labeled.

Cabin baggage limitations on Azores Airlines and SATA Air Açores.

Number of pieces, dimensions, and weights.

	Nr of Pieces	Dimensions	Weight in kg (pounds)
Economy Class	1	55x40x20cms	8 Kg (17 lbs)
Confort Light Class	1	55x40x20cms	8 Kg (17 lbs)
Confort Plus Class	1	55x40x20cms	15 Kg* (33 lbs)

*Passengers traveling in comfort plus class, on Azores Airlines flights, and who have connecting flights on SATA Air Açores, may carry up to 13 kg on SATA Air Açores connections.

3.1.3. In addition to the cabin baggage allowance, you can transport one personal item, provided that it complies with the following maximum dimensions 40x30x15cm, and that the combined weight of the cabin baggage and the personal item does not exceed the weight allowed by the fare purchased.

Examples of personal items:

- ✓ An umbrella or cane;

- ✓ An overcoat, coat or blanket;
- ✓ A small camera or film camera and/or binoculars;
- ✓ Reasonable quantity of books and magazines to read while traveling;
- ✓ A diplomatic bag or a bag with a laptop;
- ✓ A small lady's bag;
- ✓ A wardrobe;
- ✓ One duty free bag: up to 2 bottles of alcoholic drinks, or other items (as long as they do not exceed one bag per passenger).
- ✓ Passengers traveling with babies: a portable crib, food, and clothing for use during the trip;
- ✓ Passengers with disabilities or reduced mobility: a pair of crutches, prostheses or other items on which their locomotion depends;
- ✓ Deaf or blind passengers (partially or totally): a trained dog, traveling with the passenger as long as the pre-booking is made and confirmed.

3.1.4. Items that must be carried in Carry-on baggage:

- ✓ ID documents;
- ✓ Cell phones (previously turned off);
- ✓ Cash, checks, credit cards, credit papers, bonds or other valuables;
- ✓ Jewelry items;
- ✓ Medicines;
- ✓ Commercial samples;
- ✓ Fragile or perishable objects;
- ✓ Lithium batteries;
- ✓ Electronic cigarettes.

3.2. Checked baggage

3.2.1. Definition

Baggage means all articles and other personal belongings of the passenger necessary or appropriate for wearing, for use, comfort, or convenience in connection with their journey.

Checked baggage is all baggage carried at the responsibility of the Carrier (except when the passenger has been notified of limitations or exclusions of liability) and which is carried in the aircraft's cargo compartments (not available to the passenger during the flight). The registration and handling of checked baggage is the sole responsibility of the Carrier.

3.2.2. Allowance

The free baggage allowance is the limit in weight (weight concept) and/or volumes (piece concept) of baggage that a passenger may register to be transported in the aircraft's cargo compartments without additional costs. The hold baggage allowance depends on the fare purchased for the trip. If you exceed the weight limit or the maximum number of pieces that the fare allows, an extra baggage allowance may be purchased, or excess baggage may be paid at check-in.

3.2.3 Weight and volume:

The maximum weight allowed per piece of luggage, at check-in, is 32 kg. Packages over 32 kg may only be transported as cargo

Without prejudice to the rules set out below for the carriage of Live Animals in the Hold (AVIH); Musical Instruments and Sports Equipment.

When a passenger wishes to travel with a large amount of baggage above the free allowance and/or exceeds the maximum weight allowed per piece, the reservation of excess baggage at the time the passenger makes the reservation.

Passengers wishing to travel with large volumes must also inform the Carrier at the time of booking.

3.2.4 Proper packaging: All luggage must be conveniently transported in suitcases or similar packages to allow easy handling. The packaging must be sufficiently rigid and resistant to withstand pressures caused by normal loading conditions.

3.2.5 Packaging not recommended for checking in checked baggage:

- ⃠ Briefcases;
- ⃠ Cardboard crates;
- ⃠ "Necessaires";
- ⃠ Thermal boxes;
- ⃠ Others with nails or protrusions that could put your luggage or the luggage of other passengers at risk.

3.2.6 Packages prohibited to be checked in checked baggage:

- ⃠ Crates or packages containing films or paints;

3.2.7. Packages accepted with restrictions to be checked in checked baggage:

- ⃠ Regardless of the contents, all Styrofoam boxes, or other packaging that could cause damage to other passengers' luggage, or airline equipment, through accidental spillage of the contents, must be wrapped in transparent plastic and securely closed to be accepted.
- ⃠ Demijohn or bottles to be accepted must be properly packed in solid and resistant packaging (e.g. wooden boxes, etc.), with protection against shocks, and with enough absorbent material inside to absorb all the liquid inside.

3.2.8 Items that should be avoided as checked baggage:

- ⃠ Weapons;
- ⃠ Works of art, antiques, or collectibles;
- ⃠ Important, unique or business documents;
- ⃠ Passports, personal identification, tickets, or credit cards;
- ⃠ Cameras or photographic material;
- ⃠ Computer equipment;
- ⃠ Electronic equipment;
- ⃠ Glasses and lenses;
- ⃠ Watches;
- ⃠ Glass and crystals;

- Beverages;
- Fragile items;
- Perishable items (food, frozen foods, etc.);
- Money, jewelry, or valuables;
- Musical instruments;
- Medical equipment;
- Audio/video equipment;
- Showcases or commercial catalogs;
- Animals;
- Medicines;
- Keys.

Note:

Considering that the Airlines do not assume responsibility for damage or loss, we advise that this type of object is transported through the Cargo Service, in cabin luggage (provided that they comply with the rules of weight, dimension, and security), or, alternatively, by purchasing an extra seat in the cabin.

4. Conditions for transporting weapons and ammunition

4.1. Limits and Restrictions

Firearms are those listed in Law no. 5/2006, of February 23, which may be, among others: Pistols, Rifles, Shotguns, Revolvers, BB guns, Alarm and signal pistols, Etc.

4.2 Carriage as registered baggage is permitted, provided that it has been previously booked and confirmed by the Carrier, under the following conditions:

- All weapons must be unloaded and protected with a safety device, transported in boxes or rigid containers, made of wood, metal or fiber that ensure their effective protection. The package must be closed, preventing access, through a secure closing device (padlock, code seal, etc.). It is not allowed to transport the weapon(s) in the same box as the ammunition.
- It is allowed, provided that with the Carrier's prior reservation and confirmation, the transport in checked baggage of a small amount of ammunition or cartridges for sporting or hunting purposes. Ammunition must be transported in appropriate packaging, such as a box or container made of metal, aluminum, wood, or fiber. Ammunition must be protected against possible impacts and prevented from moving inside the package. Carried separately from the weapon. Each passenger may carry ammunition as checked baggage up to a maximum weight of 5 kg (11 lbs.) – It is not allowed for two passengers to include ammunition in a single package).

4.3. Weapons and ammunition can only be registered when it is confirmed by the airport security authorities (PSP or GNR in Portugal) that passengers are authorized to be accompanied by those items, and after it has been confirmed that they are unloaded.

4.4. Weapons and ammunition are only accepted on flights within Portuguese territory.

5. Sports equipment transportation

5.1. Requirements and limitations

It is necessary to book the transport of sports equipment when making the travel reservation at the Contact Center (+ 351 296 209 720 or email address info@sata.pt), the network of stores or through your Travel Agency, indicating the type, weight, and dimensions of the material to be transported.

If you have not made a pre-booking, or it has not been confirmed, the sports equipment may be accepted subject to availability on the flight, in which case it will be on "stand by" passenger's responsibility.

On the day of travel, the passenger must arrive at the airport at the time the check-in desk opens, so that all necessary documentation is dealt with in a timely manner and so that the Carrier can guarantee availability.

	Azores Airlines (S4)	SATA Air Açores (SP)
Weight limits	32 kg	45 kg/99 lb.

- Packages weighing more than that mentioned cannot be accepted as checked baggage and can only be transported as air cargo;

- All sports equipment must be transported in sufficiently rigid and resistant packaging to be

able to withstand pressures caused by normal loading conditions.

The Carrier may allow the transport of sports equipment free of charge, provided that it does not exceed the permitted weight and dimensions:

- 10 kg for fishing gear, bikes, boards and kayak and riding gear;

- 15 kg for other cases, golf, diving and canyoning equipment, hang gliding and paragliding.

In this case, exceeding the total excess baggage allowance (weight and/or packages), excess baggage fees will apply. Since the transport is free, the Carrier may refuse, limit or exclude its liability.

The Carrier may question the passenger about the composition of the content and verify, if necessary, asking for the volume to be opened to validate the content. If the passenger does not authorize the verification, the volume is accepted, and it is included in the passenger's free allowance, and by completing the Declaration of Responsibility for Transporting Special Items.

5.2. Fishing equipment

5.2.1 Dimensions: Fishing equipment cannot exceed the

following maximum dimensions:

L 240 cm, W 40 cm, H 50 cm.

5.2.2 Conditions of acceptance:

Fishing equipment must be transported in an individual package;

Heavy-duty packaging, with fishing gear properly packed, so it can withstand and protect the contents of normal fragile luggage transport conditions.

5.2.3. Composition of equipment to be considered as free transport:

- ✓ Fishing rods;
- ✓ Lines;
- ✓ fishhooks;
- ✓ Reels.

5.3. Golf equipment

5.3.1. Dimensions

Dimensions: Golf equipment cannot exceed the following maximum dimensions:

L 130 cm, W 75 cm, H 75 cm.

5.3.2. Composition of the equipment to be considered as free transport:

- ✓ 1 proper bag;
- ✓ Clubs (iron and/or wood);
- ✓ Own balls;
- ✓ 1 suitable coat;
- ✓ 1 cap;
- ✓ 1 pair of own shoes;
- ✓ 1 umbrella.

5.3.3 Conditions of acceptance:

Golf equipment must be transported in an individual package;

Rugged packaging, with golf equipment properly packaged, so it can withstand and protect the contents of normal fragile luggage transport conditions.

5.4. Bicycles

5.4.1 Dimensions: The packaged bicycle cannot exceed the following maximum dimensions:

L 240 cm, W 60 cm, H 100 cm.

5.4.2. Conditions of acceptance:

- The steering wheel must be turned 90º from its original position and attached to the bicycle frame;
- The pedals must be removed;
- The bicycle must be transported in an individual package;
- The bicycle must be properly packed, in strong packaging that can withstand and protect the contents of the normal conditions of transport of fragile luggage.
- Tire pressure relief is recommended.
- In the case of bicycles that contain air suspension and shock absorbers, these must be deflated or depressurized.

5.5. Diving or canyoning

Diving or canyoning equipment cannot exceed the following maximum dimensions:

L 150 cm, W 75 cm, H 50 cm.

5.5.2. Composition of equipment to be considered as free transport:

- ✓ Oxygen bottle (empty);
- ✓ Dive regulator;
- ✓ Spearfishing weapon;
- ✓ Masks, fins;
- ✓ Diving suits;
- ✓ Underwater photographic equipment.
- ✓ Helmet;
- ✓ Ropes;
- ✓ Harness;
- ✓ Carabiners;
- ✓ Straps;
- ✓ Descenders and blockers;
- ✓ Neoprene suit.

5.5.3. Conditions of acceptance

Diving and/or canyoning equipment must be transported in an individualized package;

Resistant packaging, with diving and/or canyoning equipment properly packed so that it can withstand and protect the contents of the normal conditions of transport of fragile luggage

5.6. Hang Gliding or Paragliding

5.6.1. Dimensions

Hang gliding or paragliding equipment cannot exceed the following maximum dimensions:

L 240 cm, W 60 cm, H 50 cm.

5.6.2. Composition of equipment to be considered as free transport:

Appropriate bag with hang gliders and/or para gliders properly packed.

5.6.3. Conditions of acceptance

Hang gliders and para gliders must be transported in an individualized package;

Resistant packaging, with the hang glider or para glider properly packed so that it can withstand and protect the contents of the normal conditions of transport of fragile luggage.

5.7. Board or kayak

The Carrier allows you, as a courtesy, an additional postage of 10 kg or a package of up to 10 kg.

5.7.1. Boards cannot exceed the following maximum dimensions:

L 240 cm, W 60 cm, H 50 cm.

5.7.2. Types of boards:

- ✓ Bodyboard board;

- ✓ Wakeboard;
- ✓ Skimboard;
- ✓ Surf;
- ✓ Longboards;
- ✓ Kite surf;
- ✓ Windsurf;
- ✓ Stand-up paddle.

5.7.3. Equipment composition:

Boards properly packed.

5.7.4 Conditions of acceptance:

Boards must be transported in an individualized volume.

Resistant packaging, with the board properly packed so that it can support and protect the contents of the normal conditions of transport of fragile luggage.

5.8. Riding equipment

5.8.1. Dimensions: Riding equipment may not exceed the following maximum dimensions:

L 80 cm, W 75 cm, H 75 cm.

5.8.2. Composition of equipment to be considered as free transport:

- ✓ Rides, riding helmets;
- ✓ Riding safety vests;
- ✓ Sticks and spurs;
- ✓ Riding saddles.

5.8.3. Conditions of acceptance:

Riding equipment must be transported in an individual package;

Rugged packaging, with the riding equipment properly packed, so it can withstand and protect the contents under normal conditions of transport of fragile luggage.

6. Value statement

The passenger may declare a value exceeding the liability limits applicable to checked baggage by completing a special declaration and paying any excess value charges to the Carrier before departure at the check-in point at the rate of 10% of the excess value up to a maximum amount of €2500 (two thousand five hundred euros) in excess. The declaration of value must be requested from the Carrier up to 48 hours before the scheduled time of the intended flight.

The special declaration of interest is set out in Article 22(2) of the Montreal Convention, which gives the Carrier the opportunity to establish a mechanism to allow passengers to declare the excess value of checked baggage.

The declaration of excess value is provided for international carriage through the Montreal Convention. An excess value declaration fee does not apply to assistive devices for people with disabilities.

The weight limit for free transportation of sports equipment may vary depending on the fare purchased. If you exceed the total hold baggage allowance (weight and/or packages), or in the case of Azores Airlines if the equipment is not booked, excess baggage fees and/or heavy baggage fee will apply.

7. Live animals transport conditions

The domestic animals mentioned here are those that travel with their owners, or an authorized person*, up to a number of 5, without commercial character, not intended for sale or transfer of ownership, and which remain under the responsibility of the person accompanying them.

* "«Authorized person»: natural person authorized in writing by the owner (written and signed declaration) to carry out, on his behalf, the non-commercial movement of the pet animal".

7.1. Limitations

Pet transport service is subject to:

- the availability of space on the plane.
- the cabin in which the passenger travels and the type of aircraft.
- acceptance of the animal's entry into the country of destination.
- the type of animal and combined total weight of the animal and container.

7.2. Animal species that will not be accepted (without exception):

- ⦸ Farm animals (even if raised in a domestic environment, such as sheep, pigs, chickens, ducks, goats, or pigeons);
- ⦸ Reptiles (such as snakes, iguanas or chameleons, except tortoises and small domestic tortoises);
- ⦸ Breeds considered potentially dangerous, according to Portuguese Law, namely, Brazilian Fila Dog; Argentinian Great Dane; pit bull terrier; Rottweiler; American Staffordshire Terrier; Staffordshire Bull Terrier; Tosa Inu.

In cases of crossbreeding of dog breeds where one of the parents is of a potentially dangerous breed, the offspring is also considered potentially dangerous.

7.3. Live animals in the cabin - PETC

7.3.1. List of animal species accepted for cabin transport:

- ✓ Cats, dogs, and ferrets;
- ✓ Other small pets (guinea pigs, hamsters, chinchillas, domestic rabbits and tortoises/turtles)

7.3.2. Weight and dimensions

7.3.2.1 Small domestic animals referred to in 6.3.1 and weighing up to 8 kg may be transported in the aircraft cabin, inside a container suitable for air transport or malleable bag that allows the animal to stand up, turn around and lie down.

7.3.2.2 The maximum dimensions of the pet carriers for cabin transport are:

- Soft pet carriers/travel bags = 40 cm (length) x 35 cm (width)

x 21 cm (height);

- Hard boxes for rodents, terrapins, and turtles = 25 cm (length) x 20 cm (width) x 20 cm (height).

7.3.2.3 It is only allowed per passenger to transport one animal per container in the cabin and there are limits of acceptance/ confirmation of transport, depending on the aircraft.

7.3.3 Soft pet carriers/travel bags Container Features:

The "doors/opening systems" of the container or bag must have a fully secure closing system;

The container/bag must be properly ventilated to allow correct air circulation in at least 3 areas, including the door;

Ventilation openings must be small enough so that no part of the animal's body comes into contact with the outside;

The container or bag must be made of strong, leak-proof material so that the animal does not easily destroy its interior and leak waste and urine;

Absorbent material, such as newspapers, blankets or absorbent paper, should be placed inside the container;

For safety reasons, rodent animals must be transported in a rigid and sealed container (a system that prevents the rodent from accidentally escaping);

7.4. Legal requirements and documents

The Carrier aims to comply with IATA requirements, namely the LIVE ANIMAL REGULATION (LAR), which aims to ensure that all animals are transported safely and with humanity, as well as compliance with documentary requirements, for the safety of your pet. estimation, which vary depending on your destination. However, the pet owner is responsible for ensuring that the pet meets all requirements for transport and entry into the country.

7.5. Refusal of transport

In case of recognized need, namely due to physical limitations of the aircraft, security reasons, the Carrier reserves the right not to accept the animal for transport in the cabin, but in the cargo compartment of the aircraft.

7.6. SVAN - Assistance dogs

Assistance dogs and their categories as companions for passengers with disabilities:

- ✓ Guide dog (to assist visually impaired people);
- ✓ Dog for the deaf (to assist the hearing impaired person);
- ✓ Service dog (to assist people with mental, organic or motor disabilities).
- ✓ Assistance dog status is recognized for dogs educated and trained in accredited establishments, national or international.
- ✓ The assistance dog must carry, in a visible way, the badge that classifies it as such.
- ✓ The passenger must present the applicable assistance dog documentation, which may vary depending on the origin and destination of the flight, simultaneously complying with the health requirements.
- ✓ When accepted in the cabin, the animal cannot occupy a place or obstruct passageways, including emergency exits.
- ✓ The passenger must be allocated (in a place next to the window so that the dog can remain on the floor next to the chair (at the owner's feet), avoiding blocking the way to other passengers in the same row.
- ✓ Dogs between 11 kg and 25 kgs - travel in the passenger seat on the floor next to the seat (at the owner's feet) and allocated on window seat (except emergency exits). Whenever possible, Azores Airlines will assign a window seat in the first row of Economy or Comfort class. If the passenger is traveling accompanied, the window seat will be assigned, and the accompanying passenger will be assigned to the adjacent seat.
- ✓ Dogs between 25 kgs and 40 kgs, the same rules as above will apply, however, if the passenger is traveling alone, and considering that the assistance dog cannot occupy the space of another passenger, other than the accompanying passenger, transport in the cabin will only be possible with an extra seat.
- ✓ The Carrier undertakes to transport the assistance dog, free of charge, in the hold or, if a seat is available within 24 hours before the flight, we can provide the extra seat, free of charge. If the passenger wishes to secure the extra
- ✓ seat in advance, he can do so by purchasing an extra seat.
- ✓ Dogs weighing more than 40 kg, their transport in the cabin, will always require analysis and verification of the acceptance conditions, for objective reasons and related to the physical conditions of the aircraft, safety on board and public health.

7.7. Live animals in the cargo hold (AVIH)

7.7.1. Species of domestic animals accepted for transport in the hold:

- ✓ Dogs, cats and ferrets;
- ✓ Other small domestic animals (guinea pigs, hamsters, chinchillas, domestic rabbits, tortoises/turtles, aquarium fish and some bird/bird species).

7.7.2. Special features of animals

The anatomy of flat-nosed dogs and cats predisposes them to respiratory problems. Passengers traveling with pets of these breeds must be familiar with their special needs and must be aware of the possible risks involved in the journey they intend to undertake. Given the possible risks involved and as recommended by the IATA (Live Animal Regulations) for these species, the container should have 10% more space so that there is more space for air circulation. Moreover, these species should be loaded as segregated as possible from other loads to ensure that they have as much space as possible available in the hold.

7.7.3. Container Features

- ✓ Animals should only be transported in properly closed containers;

- ✓ Containers must be strong, secure, and rigid;
- ✓ The maximum dimensions of the container for transport in the hold are: L 100 cm x W 78 cm x H 69 cm, may be lower depending on the length, width, and height of the animal;
- ✓ Handling bars, as well as handles, must be included in the construction of the container so that it can be handled and loaded safely;
- ✓ The container must be properly ventilated for correct air circulation;
- ✓ One end of the container must be open (e.g., the door), covered with bars, welded mesh or soft expanded metal, firmly fixed to the container so that the animal cannot move them;
- ✓ The doors or opening system must be fully secure and reinforced so that accidental opening does not occur.
- ✓ Material of construction: fiberglass, rigid plastic, metal, solid wood, or plywood.
- ✓ Doors made of plastic material are permitted, provided that the hinges and fixing pins are made of metal of sufficient gauge and thickness to ensure their fixation;
- ✓ Large doors will require additional hinges and two or three fastening means for complete security (such as plastic cable ties or fastening pins);
- ✓ Ventilation openings must be small enough so that no part of the animal's body comes into contact with the outside;
- ✓ If the container has wheels, they must be removed or locked;
- ✓ The sides of the container must be solid with holes or mesh with sufficient ventilation;
- ✓ The interior must be smooth, without protrusions, so that the animal does not bite or scratch, cause any type of damage or compromise the safety of the container itself;
- ✓ The top of the container must be solid, but ventilation holes are allowed over the entire surface, as long as these do not reduce the safety of the container;
- ✓ Containers of water and food must be present inside the container with access from the outside for replacement in cases of delay or transfer stopovers, according to assistance instructions provided by the owner or duly authorized designee. If the container is sealed, an extra portion of food must be attached to the outside of the container;
- ✓ Certain species require reinforced or metal containers due to their size and weight.
- ✓ The maximum limit allowed for transporting any live animal (AVIH) is 45kg per piece (animal with container). However, if exceed the passenger's baggage allowance, will always be subject to an excess baggage fee, in addition to a heavy bag fee.
- ✓ If the 45 kg limit is exceeded, transportation will only be possible as air cargo.
- ✓ It will be allowed to accept more than one animal in the same container, only in the following cases and limits:

- Adult animals of comparable size, up to 14 kg each, provided they are used to cohabiting together, and a maximum of 2 animals per container provided they are not considered natural enemies.

- Animals from the same litter, up to 6 months old, and a maximum of 3 animals per container;

- Animals of the same litter over 8 weeks old can travel together, provided they are accompanied by the mother on whom they still depend, and according to the number of animals and their weight, provided that all conditions are met and in accordance with National regulations.

In case of incorrect behavior of animals and for safety reasons, SATA reserves the right not to accept animals for transport in the same container, requiring separate containers.

8. Baby transport (INF)

8.1. Baby – Concept

Infants (INF) are passengers who are more than 7 days old and less than 2 years old at the start of the trip.

8.2. Conditions of acceptance

Babies under 7 days of age may be accepted only for medical reasons, with MEDIF presentation.

Each passenger can only accompany 1 baby (up to 2 years old). Therefore, the presence of a second companion over 15 years of age is required when traveling with two babies.

The maximum number of babies on board is limited to the type of aircraft. This limit is dependent on the number of life jackets/ baby seat belts available per equipment.

9. Minors transport

9.1. Minor – concept

For the purposes of the services provided herein, an unaccompanied minor is a child aged between 5 years (inclusive) and 11 years (inclusive) who:

- Traveling without the company of another passenger, at least 18 years of age (except in cases where accompanied by an emancipated minor parent), able to take care of the minor during the entire trip (including all check-in procedures or customs, transit or transshipment situations, etc.)

- Occupying a seat in a cabin other than the adult, applicable on flights operated with more than one class of service.

9.2. Conditions of acceptance of an unaccompanied minor

Acceptance of unaccompanied minors older than 5 (five) inclusive. and minors under 11 (eleven) years old, imply the payment of a fee. Service charge designated by (UMNR) may be refunded if service is canceled before flight departure.

9.3. Permanent Assistance Service - UMNR

This service is mandatory for children aged between 5 and 11

years (inclusive) traveling unaccompanied, through this service the Carrier will provide permanent assistance, after check-in and until the child is delivered to their destination, to the person designated for that purpose.

This service is also available for unaccompanied minors aged between 12 and 17 (inclusive) who require assistance at some point during their trip.

9.3.1. Documents required for the Permanent Assistance service

At the time of booking, you will be asked:

- The child's date of birth and first and last name; Name, relationship, and telephone contact of the person responsible who will accompany the child at check-in at the airport where the trip begins;

- Name, relationship, and telephone contact of the responsible person who will accompany the child at the transfer airport or intermediate stopover; Name, relationship, and telephone number of the responsible person who will be responsible for the child at the airport of the final destination.

9.3.2. Transport procedures

Seat assignment to an unaccompanied child must allow for visual or audible communication during all phases of the flight with the cabin crew. Therefore, there are defined and limited places to allocate unaccompanied child(ren).

- The form called "Notice of Assistance for Unaccompanied Minors" must be delivered, to be filled in and delivered at check-in. The Notice will be by the holders of parental authority or legal guardians, in the space reserved below the Declaration of Responsibility.

- Handling assistance at the transfer stop will only be provided for connections until 1:30 am, connections after this time, the person responsible for accompanying the child at the transfer airport or intermediate stopover will have to assist the minor at the airport until the departure time of the connecting flight.

If that person does not appear, and it is not possible to contact him, the minor will be sent to the stopover of origin on the Carrier's first available flight. All necessary measures will be taken for the protection and well-being of the minor, and all expenses arising therefrom will be charged to holders of parental authority or legal guardians.

9.3.3. Follow-up circuit of the Permanent Assistance to Unaccompanied Minor service

- Verification of all unaccompanied Minor's travel documentation in the presence of the minor's companions and ensuring that it is in accordance;

- Information for companions or family members who must not leave the airport before the plane takes off;

- Accompaniment of the minor on the way through the airport to the boarding gate;

- Accompaniment of the minor in the boarding process and accompany him to the aircraft;

- Delivery of the minor to the Chief of Cabin at the front door of the aircraft;

- The Carrier's cabin crew will accompany the minor to his/her seat, stowing his/her cabin baggage, if applicable;

- The Carrier's cabin crew will keep the minor under surveillance, provide the necessary information and be responsible for assisting the minor during the flight, when required, and in an emergency;

- Upon arrival, the person in charge who will accompany the child to the transfer airport or intermediate stopover cabin crew removes the cabin luggage and delivers the child to a ground employee, providing the necessary information, who accompanies him from the departure of the plane to the baggage claim area;

- Collect the luggage and accompany the minor through foreign, border and customs controls, to a designated point, to deliver it to the person designated by the parents or legal guardian, when applicable;

- Check the UM scholarship (for an unaccompanied minor) and remove the respective documentation, documents from the minor and the Notice of Assistance for an unaccompanied minor;

- Asks the accompanying person or family member to present a valid personal identification document and rigorously verify that the name corresponds, requesting their signature on the Assistance Notice. Sign follow-up field and file document in the Stop.

- In the case of transfers, accompanies the minor in the boarding process for connecting flights*, or when they are in transit, as necessary and applicable;

- Accompanies the minor to the toilets, if requested;

Under no circumstances the Minor Unaccompanied Passenger is left alone.

9.4. Additional Assistant Service - ESHO

Service available only on domestic flights.

Unaccompanied children older than 3 months and younger than 5 years will only be accepted when it is possible to second an Additional Assistant.

This service involves the payment of a surcharge equivalent to the total adult fare, for each child, for the totality of the journeys for which the Additional Assistant is requested (The surcharge will be paid up to 72 hours before the scheduled start of the in cases where this service is waived within the last 72 hours before the scheduled start of the trip, there will be no right to any refund of the surcharge. The baggage allowance is not changed depending on the surcharge.

The acceptance of unaccompanied children, with physical or mental disabilities, will be analyzed on a case-by-case basis, considering the care that the child may need during transport and the possibility of those actions being carried out by an Additional Assistant. The Carrier may refuse boarding in cases where there

is reasonable doubt that the care the child needs can be provided by an Additional Assistant.

10. Passengers with severe allergies

10.1. For operational reasons, we cannot guarantee that the cabin is free of the allergen in question, not only because of the food we serve on board or products that may contain the allergen, but also we cannot guarantee that other passengers will carry and consume your products/food;

10.2. Passenger should speak with their physician to discuss travel-related risks and appropriate medication;

10.3. The passenger must be accompanied by appropriate medication, such as an epinephrine auto-injector (EpiPen) in cabin baggage, with the knowledge that the on-board crew cannot administer this type of medication, and a medical certificate, or medical prescription, which proves the need for transport on board;

10.4. If the Carrier makes one or more meals available on board, free of charge or for a fee, the passenger may request a special meal (at least 48 hours before the flight time);

10.5. For passengers with very severe allergies to products containing peanuts and/or nuts, and if requested by the passenger, the Carrier is authorized to make a general announcement informing adjacent passengers to refrain from consuming their own products that contain peanuts on board. However, the Carrier cannot undertake that this procedure will be carried out by other passengers.

11. Special assistance - requirements and limitations

11.1. Assistance for operational irregularities (delays, cancellations, etc.)

11.1.1. In some exceptional cases, when assistance (accommodation and meals) is provided by the Carrier, but for reasons of convenience and convenience the passenger chooses to stay in a hotel of their choice, this expense may be paid against the invoice presented by the passenger, within of the established maximum limits.

Hotel or equivalent	Maximum refund of €80/per passenger.

Meal	Description	Refund amount
Lunch or Dinner	A hot dish and a drink	€ 15
Breakfast	Coffee (or tea), a juice and a sandwich	€ 7
Snack	Drink and a sandwich, or alternatively, a cake	€ 7

11.1.2. Whenever, due to the unequivocal absence of another alternative, assistance cannot be provided by the Carrier, and the passenger is responsible for having to find their accommodation solution, the Carrier will reimburse the expense, against the invoice presented by the passenger, in accordance with the following maximum values:

11.2. The passenger will be provided with an contact for later sending, or the passenger may deliver the assistance invoice, at the scale where the irregularity occurred, and the respective bank details for reimbursement.

12. Special assistance for disabled passengers or passengers with reduced mobility

12.1. General

The Passenger must arrive at the airport at the time of opening of the check-in desk, so that all the necessary documentation is processed in a timely manner, thus guaranteeing the availability of the requested service.

12.2. Extent

The Carrier may have specific support to:

- ✓ Passengers with permanent or temporary reduced mobility;
- ✓ Blind passengers;
- ✓ Passengers with hearing impairment;
- ✓ Incubators, subject to payment of a fee, and only on limited routes, the passenger must obtain information at the time of booking;
- ✓ Stretcher transport (fee payable, and with limited routes, the passenger must obtain information at the time of booking);
- ✓ Provision of oxygen during the flight (subject to payment of a fee);
- ✓ Senior passengers;
- ✓ Families with children.

12.3. Medical authorization (MEDA)

A medical case is a specific clinical situation where the passenger's condition necessitates personalized assistance or dependence on others. In these cases, the passenger's doctor must complete the medical form (MEDIF) describing the diagnosis, this form must be delivered within 48 hours of on departure of the flight.

The MEDIF form will apply if one of the following descriptions applies to the passenger's health conditions, in which case the passenger should consult a doctor before traveling:

- ✓ Chronic heart disease (e.g., angina pectoris, heart failure);
- ✓ Recent acute myocardial infarction;
- ✓ Recent stroke;
- ✓ Severe cases of otitis media with obstruction of the Eustachian tube;
- ✓ Cases of severe mediastinal tumors, massive hernias, intestinal obstruction, cranial diseases involving increased

pressure, skull fracture and recent fracture of the jaw, with immobilization;

- ✓ Recent surgery, in particular thoracic, abdominal, cranial or ocular;
- ✓ Untreated active or contagious infectious disease;
- ✓ Hospital transfer;
- ✓ Transport on a stretcher or in an incubator required;
- ✓ Need for medical, nursing or paramedical care;
- ✓ Need for extra oxygen or other medical equipment on board;
- ✓ Pregnancy with complications or after 36 weeks of gestation or 32 weeks when the pregnancy is multiple;
- ✓ Babies under 7 days old;
- ✓ Spots on the skin that may be related to a contagious disease;
- ✓ Mental illness requiring severe sedation or restriction of movement;
- ✓ Any uncontrolled illness or when transport may contribute to the worsening of your health status;
- ✓ Physical or behavioral condition that could be dangerous or uncomfortable for other passengers, in terms of flight safety.

12.3.1. In cases where the presence of an accompanying person is indicated, to assist the passenger, the passenger must be at least 18 years of age, and be able to assist the disabled passenger throughout the trip.

12.3.2. There are limits on the number of special cases that can be carried on a flight. The limitations result from impositions related to flight safety, especially in the case of emergency evacuations. These limits were established according to the number of crew on board each aircraft, related to the number of passengers who will be able to go to the emergency exit and those who will need assistance to leave the aircraft, in an emergency.

12.3.3. The Carrier may refuse the carriage of passengers under the conditions mentioned above if they consider that these conditions may pose a danger to the crew or other passengers, or if there is an inherent limitation of the aircraft that will carry out the flight.

12.3.4. Hospital Transfers and Stretcher Transportation

In cases involving hospital transfers, stretcher (STCR) transportation, or other medical situations requiring prior approval, the Carrier may request additional medical information or submit the case for assessment by its medical services. Approval of transportation does not constitute certification of the passenger's medical fitness to travel. The Carrier reserves the right to deny boarding if it determines that the necessary safety, medical, or operational conditions have not been met.

12.4. Carrier's liability

The assistance provided herein is limited to the transport contract and the obligations incumbent upon it under the terms of the applicable legislation, namely those provided for in Regulation (EC) No. 1107/2006.