

## SPECIFIC REGULATIONS OF JETSMART AIRLINES

### Fare details

At JetSMART Airlines there is a single fare that applies to all flights: the SMART fare which includes

Fare	Hand bag	Carry-on bag	Checked baggage	Seat Selection	Changes	Refunds
SMART	Included baggage	Additional Cost	Additional Cost	Random assignment at no additional cost Seat selection at an additional cost	Name, flight, date and route changes allowed at an additional cost	No refunds or reimbursement of tickets or optional services are allowed. Refunds of boarding fees only

The luggage included consists of one (1) handbag with maximum dimensions of 45cm x 35cm x 25cm (including wheels, pockets and handles) and a maximum weight of 10kg. It can be any item that can be carried on board under the front seat (with the exception of Passengers seated in an emergency exit or in the front row, in which case, it must be stored in the upper luggage rack).

In addition to your handbag, you can bring a coat, a small pocket umbrella (must not have a sharp point), a small camera or a reading item (books, magazines, tablet) at no extra cost. It is also recommended to carry any item of value and (or) fragile items within the handbag under the custody and supervision of the Passenger as JetSMART Airlines (the Carrier) will not be responsible for the loss or damage of such belongings, except in those cases and in accordance with the limits established in law or International Conventions that may apply.

Baggage that does not comply with what is permitted will be sent by the Carrier to the aircraft hold as checked baggage, in which case the Passenger must pay for excess baggage, optional baggage service, or charge for oversized baggage as appropriate.

Each leg/route of the Ticket is independent and does not require to be used in the order issued. Each Ticket is valid until the date and time of travel.

The company can deny the transport in any of the legs, if the contracted fare has not been paid (in whole or in part), the Ticket has been obtained in violation of the law and/or the Passenger does not have the necessary documentation and/or requirements to travel.

## **Group bookings**

A group booking shall be understood as a reservation of tickets for 10 or more Passengers. Group bookings must be done through the "Group Bookings" section at [www.jetSMART.com](http://www.jetSMART.com)

For group reservation requests, the number of Passengers must be indicated, and the list with the names of each Passenger will remain blank until the names are entered directly by the client at jetSMART.com through the "Manage your trip" section. Names must be entered no later than 72 hours prior to the flight for the check-in process and may be changed free of charge up to 24 hours prior to the flight. Thereafter, the change of name of any of the Passengers shall be governed by the general rule applicable to the SMART fare, and the customer shall pay the cost of the change service at the applicable rate on the date of request and in accordance with the conditions in force at that time. There will be no right to refund or price decrease in case one or more names of the Passengers of the reservation have not been informed within the deadline.

The registration of the list and individualization of the Passengers benefiting from Group Booking Tickets shall be the exclusive responsibility of the person who made the reservation, and the check-in and boarding of such Passengers shall not be allowed unless the respective list has been communicated in writing to the Carrier at least 24 hours prior to the date of the flight.

The group booking may be paid in full at the time of booking ("Group Booking with Full Payment") or you may choose the option of booking with partial payment ("Group Booking with Partial Payment").

The Group Reservation with Partial Payment option will only be granted to those quotations made 60 days or more prior to the flight date of the first leg of the reservation.

Once a Group Reservation with Partial Payment has been made, the client will have 48 hours to pay an amount equivalent to 10% of the total value of the reservation. Only after such payment is made will the reservation be deemed to have been made and will remain in effect until 30 days prior to the date of the flight, within which time the customer must have confirmed the reservation by completing the payment of the reservation, i.e. paying the remaining balance of the reservation cost (including the costs of any applicable taxes, charges or aeronautical fees).

If on the 30th day before the date and time of the flight (720 hours before the flight) the client has not confirmed their Group Reservation with Partial Payment by completing the payment in the terms indicated, the reservation will be automatically cancelled in full, and the client will not be entitled to a refund or reimbursement of the partial payment made. In this case, the total amount paid at the time of making the Group Reservation with Partial Payment will be retained for the benefit of JetSMART, as a compensation.

Group reservations, regardless of the method of payment, are non-refundable and cannot be withdrawn or cancelled free of charge, except in the cases of withdrawal expressly provided for in the applicable law. Consequently, both in the case of Group Reservations with Full Payment and in the case of Group Reservations with Partial Payment, the non-use of the reserved tickets, or the client's request for refund or cancellation of the reservation will not entitle the client to a refund or

reimbursement of the amounts paid to JetSMART, which will be retained for the benefit of JetSMART, as compensation, unless the conditions for the application of a right of withdrawal in accordance with applicable law are met.

Notwithstanding the foregoing, the amount corresponding to taxes, charges or aeronautical rights paid by the client, in the case of Group Reservations with Total Payment, are exempted, in accordance with the law, which will be reimbursed through [www.jetSMART.com](http://www.jetSMART.com) or in the manner provided for in the applicable law.

It is expressly stated on the record that in case of non-use or request for refund or cancellation of the Group Reservation with Partial Payment, the total amount paid at the time of making the Group Reservation with Partial Payment will be retained for the benefit of JetSMART, as a compensation. No part of the partial payment made by the customer in this type of reservation will be assigned to the payment of taxes, charges or aeronautical rights.

For group bookings, air tickets will only be issued once full payment has been made, including the corresponding taxes, charges or aeronautical rights, in accordance with the terms and deadlines indicated in these Conditions.

Changes to group reservations shall be governed by the provisions of the following paragraph, allowing changes of date, flight and route, subject to the payment, for all Passengers, of the total amount of the corresponding fine plus the difference in fares, if applicable.

### **Changes**

All fares allow changes of date, flight, route and name, subject to payment of fines and/or fare difference as appropriate.

The changes are per Passenger and per leg and can be made up to one hour before the flight departure time through the Contact Center. Changes at the airport will not be allowed, nor will changes after the flight.

- For changes to the date, flight or route, a fine of \$15,000 CLP must be paid for flights within Chilean territory, AR \$899 for flights within Argentine territory and \$24 USD for international flights, and up to \$65USD for flights from and to Colombia, all of which are per Passenger for each leg plus the difference in fare, if applicable.
- For changes to the name on the Ticket, except in cases of assignment expressly permitted in accordance with applicable law, a fine of \$40,000 CLP must be paid for flights within Chilean territory, AR \$2.899 for flights within Argentine territory and \$65 USD for international flights, or flights from and to Colombia, all of which are per Passenger for each leg. Once the trip has begun, the name of the Ticket cannot be changed for any of the legs contained in the itinerary. In the case of reservations that include round trip flights, the request for a change of name must necessarily be made on both flights (legs), and the same person must be designated as the beneficiary of both tickets.

Notwithstanding the foregoing paragraph, changes of name relating to Air Tickets issued from a group reservation (understood as a reservation of tickets for 10 or more Passengers), will not be

subject to the fine indicated above, provided that the request for change of name is communicated to the Carrier at least 24 hours prior to the date of the flight, in the terms indicated under the aforementioned heading (Group Reservations).

If the change is for a lower value service, the difference may be used to pay the fine or additional optional services.

All optional services are kept for the new flight. If the Carrier is unable to confirm an optional service, it can be changed for the most similar option. If there is a balance in favor due to differences in the value of optional services, or if it cannot be confirmed in any category, this balance may be used as credit for the ticket change fine, without exceeding the value of the fine. Any excess balance will be in favor of JetSMART Airlines, not admitting any refund or use.

## **Refunds**

Tickets and optional services are not refundable, except for those case of withdrawal expressly provided by the applicable law. In case of not taking the flight due to causes attributable to the Passenger, they can only request the refund of all boarding fees and taxes in accordance with the law, which will be refunded through the Carrier's website or in the way stipulated in the applicable law.

- For flights to or from Brazil, there is a fare that offers the possibility of reimbursement, this ticket can be purchased exclusively through the Call Center service.

## **Check-in and showing up at the airport**

Check-in can be made from 72 hours and up to 40 minutes before the flight departure time through the following website: [www.JetSMART.com](http://www.JetSMART.com) at no additional cost.

You can also check in at the airport, at the JetSMART Airlines counter, upon payment of the service.

Passengers flying to domestic destinations, in any of the applicable jurisdictions, must be present at the airport 120 minutes before the departure time of the flight. Check in and (or) delivery of checked baggage at the counter may take place up to 50 minutes prior to flight departure.

Passengers flying to domestic destinations must be present at the airport 120 minutes before the departure time of the flight. Check in and (or) delivery of checked baggage at the counter may take place up to 70 minutes prior to flight departure.

In the event of exceptional circumstances that make it necessary to modify the times indicated in the preceding paragraphs, JetSMART will inform its passengers by e-mail on time.

The boarding pass can be obtained free of charge at the following website: [www.JetSMART.com](http://www.JetSMART.com) at any time after checking in online and must be presented at the boarding gate in digital or printed format. If the Passenger wants to get their boarding pass at the airport counter, they will have to pay for this service. The cost of printing the boarding pass will be informed during the selection and contracting process, specifying the price and conditions during the purchase process. More information on the values of the service can be found at <https://jetsmart.com/cl/es/opcionales/home>

Passengers who bought optional services after printing their boarding pass must print it or download it again to validate the new purchase and present it at the boarding gate. This because the vouchers of the purchased optional services will be printed on the boarding pass.

Boarding gates will close 20 minutes before the departure of both domestic and international flights.

It is exclusive responsibility of the Passenger to find out, obtain and comply with the travel requirements imposed by any authority and must inquire about the documents needed for their flight.

### **Payment methods**

- For payments in Chile, the system accepts national and international credit and debit cards as means of payment. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of Tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your reservation, in which case it will be rejected or canceled. For payments made at the airport, cash payments are accepted.
- For payments in Uruguay, the system accepts national and international credit and debit cards as methods of payment. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of Tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your reservation, in which case it will be rejected or canceled. For payments made at the airport, only credit or debit card payments will be accepted.
- For payments in Peru, credit cards will be accepted as payment methods. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of Tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your reservation, in which case it will be rejected or canceled. For payments made at the airport, cash payments are accepted.
- For payments in Argentina, debit and credit cards will be accepted as payment methods. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of Tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your reservation, in which case it will be rejected or canceled. For payments made at the airport, cash payments are accepted.
- For payments made from Brazil, JetSMART Airlines reserves the right to prohibit third party credit card purchases, or even request the card or the express authorization of the card owner before payment can be made.

- For payments in Colombia, the system accepts national and international credit and debit cards as methods of payment. The use, payment terms, and other conditions applicable to credit cards are the sole responsibility of their issuer. The purchase of Tickets with a credit card is subject to the approval of the issuer of your card and the validations that may be appropriate for security reasons, without which you may not finalize your purchase and confirm or keep your reservation, in which case it will be rejected or canceled. For payments made at the airport, cash payments are accepted.

In markets where JetSMART tickets are available for payment in cash at the offices of third party service payment box providers (offline payment) ("Third Party Payment Centers"), payment must be done by filling out and signing the form provided for such purpose in accordance with the instructions and terms established in the purchase process at [www.jetsmart.com](http://www.jetsmart.com) and those established by the provider of the respective Third Party Payment Center, being the sole responsibility of the person making the reservation and signing the corresponding form, to provide accurate and true personal and banking information included in such form.

The refund of any monetary amount that may correspond in accordance with these Particular Regulations, for payments through Third Party Payment Centers, once the refund request entered at [www.jetsmart.com](http://www.jetsmart.com) has been accepted, JetSMART will make a bank transfer to the account indicated by the subscriber in the aforementioned form, which is expressly known and accepted by the subscriber, releasing JetSMART from any liability for any inconvenience that may arise as a result of the inaccuracy and/or lack of veracity of the information provided.

Any reservation generated for payment at a Third Party Payment Center which is not paid in cash in the form and time established in the terms informed to the client in the purchase process, will be cancelled and rendered null and void. The reservation will only be confirmed once JetSMART receives and confirms the effective payment of the total amount of the reservation. Once the reservation is confirmed, JetSMART will issue and send by e-mail the corresponding ticket and proof of purchase to the customer, to the e-mail address provided by the customer in the form for payment at the Third Party Cashier's Office.

### **Gift Card**

If the customer has received one of our Gift Cards, it can be exchanged at [www.jetsmart.com](http://www.jetsmart.com), for one or more airline tickets and optional services, according to availability, at the prices published at [www.jetsmart.com](http://www.jetsmart.com). Each Gift Card is a single coupon with a serial number that represents the fixed nominal value indicated on the Gift Card. Only one (1) Gift Card can be used for each reservation, and if it is not used in full, the balance will not be refunded and will remain for the benefit of JetSMART Airlines. On the other hand, if the amount to be paid is higher than the amount of the Gift Card, the difference can be paid with any of the payment methods available at [www.jetsmart.com](http://www.jetsmart.com).

The Gift Card is not redeemable in cash, and cannot be used for payment of boarding fees; for this purpose, use any of the payment methods available at [www.jetsmart.com](http://www.jetsmart.com)

Each Gift Card has a maximum expiration date indicated on it, upon expiration of which the Gift Card will have no effect or value, and the amount of the Gift Card will be automatically expired.

The use of the Gift Card for commercial purposes, or the sale or transfer of the Gift Card, is expressly prohibited.

### **Paid Gift Card**

In case a client has purchased or received a Paid Gift Card as a gift, its validation and use will be governed in accordance with the Terms and Conditions of Acquisition and Use of Paid Gift Cards accepted at the time of purchase of the respective Paid Gift Card. The text of the current Terms and Conditions for the Acquisition and Use of Gift Card Payment is available at <http://www.jetsmart.com/cl/es/tyc/giftcard>

### **Boarding Fees and Taxes**

The applicable airport taxes and charges are additional to the fares and services published by the Carrier and are included in the final value published during the purchase process. Prior to the charge, the system will show the value of the fares per person, airport taxes, taxes and the total value that will be charged separately. Airport governments and/or local authorities may impose and collect additional fees or taxes at the airport.

### **Fees for service in the purchase of tickets**

Purchases of air tickets done through the contact center and/or at the airport will have an additional fee properly informed in the corresponding sales channel.

### **Travel Agency Fees**

Purchases of airline tickets through third party intermediaries, such as travel agencies, may include additional charges for the service they provide, which will be calculated and informed to the customer by the corresponding intermediary. Travel agencies may incorporate the respective agency fee under the denomination "Cargo A.", at the time of purchase of airline tickets in the portal for companies/travel agencies at [www.jetsmart.com](http://www.jetsmart.com), with the informed consent, and the due power of representation of their client. The agency fee, if any, will be indicated in the corresponding purchase and reservation voucher, being the respective agency the responsible for such fee.

### **Administration Fees/Administration Rate**

It is the fee for website management services and payment methods. This fee is already included in the SMART fare.

### **Articles of high commercial value**

It is recommended to carry any item of value and (or) fragile items within the handbag under the custody and supervision of the Passenger as the Carrier will not be responsible for the loss or damage of such belongings.

## Special Needs

Passengers with special needs who require special assistance are not required to provide prior notification of their condition, but are advised to do so at the time of purchasing the Ticket or by calling the contact center so that the Carrier can better assist them.

The Carrier may require some information, medical certificate, special procedures, and/or companion for assistance, for the boarding of Passengers with special needs, illness or disability, in the cases and conditions provided by law. Passengers will be informed of this in a timely manner and this information is additionally available in the "Frequently Asked Questions" section at <https://jetsmart.com/cl/es/PreguntasFrecuentes/>

In no case will be understood that the Carrier verifies or issues any diagnosis regarding the Passenger's health or physical condition, the latter being solely responsible for verifying their health status by a competent doctor or professional, and whether they are fit to make the trip safely. Accordingly, the Carrier shall not be liable for any deterioration, event, or health condition suffered by the Passenger, including death during air transport, arising out of the Passenger's failure to seek medical advice or examination or failure to comply with a medical opinion.

The Carrier does not offer on their aircraft: **(i)** medical oxygen certified for use in aviation, to be used in the Passenger cabin of the aircraft; nor **(ii)** accommodation for a Passenger who needs to travel on a stretcher for resting reasons, problems to stand or simple loss of autonomy. Therefore, these services are not available.

Passengers with disabilities or special needs and their companions boarding in Peru will have preferential and/or boarding privileges in accordance with Andean Community legislation.

Wheelchairs, crutches, canes and prostheses may be transported at no additional cost, according to the procedures and conditions established in the applicable regulation. It will be the sole responsibility of the Passenger to disassemble and assemble their wheelchair (whether mechanical or electric), as well as remove their battery, so that it is in a condition suitable for adequate transport by the company.

A Passenger who, for medical indication, requires to carry a portable oxygen concentrator (POC) or medical oxygen certified for use in aviation, may do so at no additional cost, but must comply with the following conditions:

1. The make and model of the POC or medical oxygen must be one of those approved by the U.S. Federal Aviation Administration (FAA) or have a certificate or label indicating that the equipment is approved for aviation use. A detailed list of FAA-approved POC equipment can be found at <https://assets-us-01.kc-usercontent.com/b2956330-c34f-0064-2c6f-27bd5c0147fc/13188d5b-c603-4e8b-a77d-b9149d07eb5e/concentrador-oxigeno.pdf>
2. In view of the need to verify that the Passenger can guarantee their own safety, the Carrier reserves the right to legally require, the presentation of a valid medical certificate stating that the Passenger is in a state of health that allows them to safely travel by air, using the POC or medical oxygen, as appropriate, including the origin-destination of the flight and the dates of departure and return.

3. It is recommended that the Passenger inform through the Contact Center that they will be traveling with a POC or medical oxygen in the cabin at least 24 hours prior to flight departure. Such prior notice shall be a necessary condition in the event that the Passenger requires any accommodation from the Carrier regarding the use of certified medical oxygen in the cabin.
4. The Passenger must be able to understand and respond in a timely manner to the alarms and indicators that may be transmitted by the POC, otherwise they must be travel accompanied by someone who can do it for them.
5. The POC batteries must be in good condition and have an autonomy equivalent to 150% of the flight time, including stopovers and connections. Additional batteries should be individually packaged to avoid contact between them.
6. The Passenger may not be seated in a front row seat or emergency exit. If necessary, the POC can remain connected during the trip as long as it is placed under the front seat.

The transportation of POC or medical oxygen or devices containing it that do not comply with the above requirements will not be allowed.

Boarding of Passengers may be denied when, due to their state of health, it is evident that such person cannot guarantee their safety or well-being or that of the other Passengers, and there is no evidence to the contrary in a valid medical certificate. The Carrier may require an accompanying Passenger when it is evident that the Passenger is not autonomous.

- Applicable in the Republic of Chile: Air transportation of Passengers with special needs shall be carried out in accordance with the provisions of Decree 369, issued by the Undersecretary for the Armed Forces on July 26, 2017, as well as other applicable regulations.
- Applicable in the Argentine Republic: In accordance with Article 8 - Annex I of MEOySP 1532/1998 Resolution the Carrier has the right to refuse transport if the behavior, age or mental or physical state of the Passenger is such that it requires special assistance from the Carrier.
- Applicable in Brazil: Air transport of Passengers with special needs will be carried out in accordance with Resolution No. 280 of the National Civil Aviation Agency, as well as in the other applicable regulations.
- Applicable in Peru: The air transportation of disabled persons, pregnant women and senior citizens shall be carried out in accordance with the provisions of Law No. 28735, as well as other applicable regulations. For domestic flights in Peru, Passengers with disabilities, pregnant women and senior citizens are obliged to inform the Carrier of the special attention they require according to their condition, when purchasing the ticket or booking the flight and at least twenty-four (24) hours prior to the departure time of the flight, except in emergency cases.

### **Infants and children**

Children under 2 years of age are considered infants and travel free of charge. Infants are not entitled to a seat and must travel in the arms of the adult accompanying them, so only one infant per adult is allowed.

Infants are allowed to travel with a handbag and a baby carriage. Both items at no additional cost.

Age is applied on the end date of the trip, not on the date of purchase. If on the date of the flight the child does not meet the age allowed to be considered as an infant, you must pay a child ticket occupying a seat.

JetSMART Airlines does not have an "Unaccompanied Minor" service; therefore, Passengers between 0 and 14 years old minus one day may not travel alone, they must be accompanied by an adult, over 18 years old, who is responsible for their care during the flight.

### **Pregnant Women**

If you are less than 28 weeks pregnant, have no complications and are in good health, you can travel without a medical certificate. However, if you have pregnancy complications, are at high risk, or have health problems, you must present a medical certificate in the terms indicated in the following paragraph.

If you are 29 weeks or more pregnant, in order to be allowed to board, you must present to the company a medical certificate authorizing you to travel. The certificate must contain the following minimum information:

- Date of issue of the Medical Certificate (maximum 10 days prior to the start of the trip).
- Passenger's information: Name and surname, as well as the passenger's Tax ID number.
- Flight Itinerary (dates and route)
- Weeks of gestation
- Express declaration that the passenger is fit to travel by plane.
- Physician's information (must be an obstetrician/gynecologist) (Rut or DNI, signature and stamp).

You cannot board if you are within 7 days before or 7 days after the date of delivery.

The above regulations apply to both single and multiple pregnancies.

- For flights departing from Brazil, air transport of pregnant women will be carried out in accordance with Resolution No. 280 of the National Civil Aviation Agency, as well as in the other applicable regulations.
- For flights departing from Uruguay, air transport of pregnant women will be carried out in accordance with Resolution No. 165/997 National Directorate of Civil Aviation and Aeronautical Infrastructure and applicable regulations.

### **Baggage**

#### **Hand bag**

Baggage included in the airfare that each Passenger may carry on board during the trip, will be under their own supervision. Its maximum dimensions are **45cm x 35cm x 25cm** (length, width, height) and a maximum weight of 10kg, including wheels, handles, pockets, etc... Only one handbag per Passenger is allowed. If the Passenger wants to carry a second handbag, this one must be carried and charged as carry-on luggage.

## **Prices of Packs and Optional Services**

The value of any optional service depends on the time of purchase, its availability and the date and/or destination of the Passenger's flight, as reported during the selection and booking process, detailing the final price and conditions thereof before making your purchase.

Consequently, if the Passenger decides to postpone the purchase of Packs and/or optional services, or modify the date and/or route of their trip, the values of the services may vary, being those values published and in force at the time of purchase of the respective Packs and optional services applicable.

If you decide to save by purchasing an optional pack available at [www.jetsmart.com](http://www.jetsmart.com), please note that optional packs can only be purchased at the time of ticket purchase, and are subject to the same conditions of the optional packs described in these Special Regulations, so they cannot be returned or refunded, and the final price and conditions thereof will be informed to you before making your purchase. The purchase of a Pack of optional services applies to all the Passengers of the same reservation, and its value is per Passenger and per leg. For Packs that include seat selection, seat selection will be subject to availability at the time of purchase.

After the purchase of any optional and/or optional pack, the Passenger will receive the corresponding voucher which includes the relevant information of your purchase and the other accepted conditions, which are part of the conditions of your ticket.

The availability of optional items will be informed at the time of requesting their purchase, so if they are not available for purchase, the customer will be informed at the time of requesting them. Likewise, the availability of optional items at a given time does not guarantee that they will remain available for purchase in the future, nor in the same conditions or prices.

### **Carry-on bag**

Baggage, at an additional cost, which can be taken in the cabin of the airplane, under the supervision of the Passenger.

It can weigh up to **10kg** and cannot exceed these dimensions: **55cm x 35cm x 25cm** (length, width, height), including wheels, handles, pockets, etc.

Only one large cabin baggage is allowed per Passenger. If the Passenger wants to carry a second carry-on bag, this one must be carried and charged as checked luggage.

In the event that the hand luggage exceeds the dimensions or weight established, it may not be carried in the cabin of the aircraft and will be checked and sent to the hold of the aircraft. The Passenger must pay the corresponding difference in value.

Properly packed guitars or basses may be considered large cabin baggage.

### **Checked baggage**

Baggage, at an additional cost, transported in the hold of the airplane, under the supervision of the company.

It can weigh up to **23kg** and cannot exceed **158 linear cm**.

Each Passenger may carry a maximum of 5 checked baggage items.

Checked baggage must be presented at the airport counter unless expressly communicated otherwise. Failure to comply with this condition may result in fines.

#### **Oversized equipment (sporting goods or musical instruments)**

Checked baggage, at an additional cost, with a maximum weight of **23Kg** and dimensions larger than **158 linear cm** and smaller than **230 linear cm** with the exception of surfboards that can measure up to **300 linear cm**.

Each Passenger may carry a maximum of 3 oversized baggage items, subject to availability.

Oversized baggage must be presented at the airport counter unless expressly communicated otherwise. Failure to comply with this condition may result in fines.

#### **Excess baggage**

Baggage exceeding **23 kg (up to 32 kg)** and which will be allowed upon payment of the excess baggage fee.

If a Passenger shows up for boarding with baggage exceeding what is permitted and has not paid the respective fee, the difference will be charged at the airport, subject to availability and according to the value of excess baggage in force at that time. If the Passenger does not pay, or oversized checked baggage is not available, the unpaid luggage will be denied check in.

Luggage weighing more than 32 kg will not be accepted.

Contracting the checked baggage, oversized baggage and/or excess baggage options, regulated in the preceding paragraphs, shall be subject to their availability at the time of contracting them, taking into account the space and weight limitations of the aircraft hold. As a result, the sale of such optional items may not be available through any of the company's sales channels, including [www.jetsmart.com](http://www.jetsmart.com), Contact Center and/or at the airport.

#### **Delay or lost baggage**

In case of missing and/or damaged luggage, the Passenger must file a claim immediately at the airport baggage drop-off area or up to a maximum of 7 days after the arrival of the flight.

- However, for flights made within the national territory of the Republic of Argentina, in case of loss, destruction or delay, the Passenger's claim must be made to the Carrier, at the baggage claim area, immediately or up to a maximum of 10 days following the date of arrival of the flight. In the event of a breakdown, the maximum period will be 3 days from the date of delivery of the luggage.

- For flights to Brazil, the reception of checked baggage, without receiving the Passenger's complaint, will constitute a presumption that it has been delivered in good condition. The carrier must return the lost luggage, to the place indicated by the Passenger, respecting the following deadlines: - in up to 7 (seven) days in the case of domestic flights; or II - in up to 21 (twenty-one) days, in the case of international flights. If the luggage is not found within the deadlines established in this paragraph, the carrier must compensate the Passenger within 7 (seven) days. In cases where the Passenger notices the violation of the contents of the luggage or damages in it, he must file a complaint to the carrier within seven (7) days of having received it.
- In Uruguay, liability for baggage is governed by the applicable regulations. Acceptance of the baggage, without any complaint by the recipient, shall constitute a presumption that it was delivered in good condition and in accordance with the transport contract. In the event of damage, the Passenger must file a complaint for any damaged baggage to the Carrier within a period of three days from the reception date. In case of delay, the complaint must be filed within fourteen days at the latest from the date on which the baggage should have been delivered to the Passenger. All complaints must be filed by means of a reservation recorded on the transport document or by means of a written notice issued within the time limit established for such complaint. In the absence of complaint, actions against the Carrier shall be inadmissible, except in the case of fraud committed by the Carrier.

### **Seat Selection**

Seats may be selected by paying associated charges as informed during the selection and booking process.

Passengers may travel in an emergency exit row seat provided they meet the following requirements:

1. They must be at least 15 years old
2. They must be able to read, understand and communicate in Spanish or English
3. Must not be traveling with someone else who requires their assistance or care. Example: minors under 15 years of age or people with an illness or special needs.
4. They must have sufficient mobility, strength, balance and ability to remove obstacles, manipulate emergency exits and exit quickly, helping other Passengers.
5. They must have the auditory and visual ability to understand instructions given by crew members, they must also be able to give verbal information to other Passengers, and operate the emergency exit.
6. They must not suffer from any condition that may be affected or aggravated by handling the emergency exit.
7. They have to be willing to assist other Passengers if necessary.
8. They must not be traveling with a pet in the cabin.

If the Passenger does not meet any of these requirements, the Carrier will assign the Passenger another seat for operational safety reasons and the value paid for such seat will not be refunded. Under current regulations, the Carrier is required not to assign a Passenger a seat next to an

emergency exit if the Carrier determines that the Passenger is unable to perform one or more of the functions required for that seat, or if the Passenger does not wish to perform those functions or may suffer physical harm as a result of performing those functions

Passengers with special needs and pregnant women have the right to be changed to preferred seats upon request at the airport counter but such change is subject to availability.

JetSMART Airlines is not responsible for children being assigned to separate seats from their parents if they have not previously purchased the seats.

In the event of an emergency in which there is no crew member in each exit seat available to assist, a Passenger occupying an exit seat may be called upon to perform the following tasks. However, JetSMART Airlines is not obliged to respond or compensate - in cash or any other form - when a Passenger performs such task:

1. Locate the emergency exit.
2. Understand the emergency exit opening mechanism.
3. Understand instructions for operating emergency exits.
4. Operate the emergency exit.
5. Assess whether the hazards to which Passengers may be exposed will increase if the emergency exit is opened.
6. Follow spoken instructions and hand signals given by a crew member.
7. Keep or secure the emergency exit door so that it does not obstruct the use of the exit.
8. Evaluate the condition of the escape slide, activate the slide and stabilize it after deployment to assist others in using the slide device.
9. Effectively move through the emergency exit and
10. Evaluate, select, and follow a safe path from the emergency exit.

### **Preferential boarding**

It is the right to board the plane before the rest of the Passengers who don't enjoy such right.

To ensure delivery of the service, the Passenger must be present at the boarding gate at least 30 minutes prior to departure of the flight. If the required advance notice is not met, the price of the service will not be refunded. The cost of preferential boarding will be informed during the selection and contracting process, specifying the price and conditions before completing the purchase process.

- For flights departing from Brazil, priority should be given to the elderly (people over 60), people with disabilities (Passengers with Special Needs), pregnant women and mothers or fathers with babies. Law no. 13466/2017 established that persons over 80 years of age have special priority and must be treated before other elderly people.
- For flight departing from Uruguay, preferential boarding should be made available for children under 5 years of age, people with disabilities and the elderly, providing assistance and make seating more comfortable.

## **Pet in cabin**

At JetSMART Airlines we want your pet to be able to travel SMART. The transportation of your pet in the cabin is a service to which the conditions of baggage transportation will apply, for all legal purposes, a circumstance accepted by the passenger and by the person contracting the service, if different, and will be conditioned to the payment of the respective service according to the value informed during the contracting process, and to the fulfillment of the terms of service. To ensure the standard of care for our passengers and the care of your pet, the provision of this service is subject to the following terms and conditions:

- The cabin pet service is only available on direct, non-connecting flights, and the reported value of the service is a per passenger, per leg value.
- Only dogs and cats of docile behavior are allowed on board, without prejudice to the exclusions duly indicated in this document. The transportation of other pets is not allowed.
- A passenger may only transport one (1) pet (dog or cat).
- The maximum number of pets to be transported on each flight is four (4). In consideration of the above, the provision of the service will always be subject to availability, which must be consulted by the passenger through the Contact Center at least forty-eight (48) hours in advance, counted backwards from the departure of your flight;
- The maximum allowed weight of the pet plus the container is ten (10) kilos, they must be at least three (3) months old, cannot be in a state of pregnancy, cannot be under the effect of tranquilizers and cannot have a bad odor or generate noises that disturb passengers and / or crew;
- Passengers using this service must make sure that their pets are in appropriate health conditions for transportation under the highest safety standards, and agree to be responsible for their care, medication and attention during the entire trip, as well as for any contingencies that may arise from this.
- Acceptance for animal transportation is subject to the condition that the passenger assumes full responsibility for the animal. JetSMART Airlines will not be liable for damages, losses, delays, illness or death of the animal in the event that it is denied entry or transit through any country, state or territory.
- Passengers making use of this service are responsible for procuring, paying for and arranging for all valid health and vaccination certificates, entry permits, International Veterinary Certificates and all other documents and/or procedures required by the states of departure and entry.

- Pets must travel and remain during the entire course of the flight in a soft, personal and closed container in which they must enter standing up, and that positioned under the front seat has the following characteristics: 38 centimeters long; 35 centimeters wide; 22 centimeters high; It must have waterproof/absorbent floor; It must have adequate ventilation so that the pet can breathe without problems. - Passengers using this service may not travel in a front row seat or emergency exit row;

- Since not all pets have the physiological conditions necessary to be transported safely by air, and notwithstanding the fact that it is the passenger's ultimate responsibility to ensure that his/her pet has the necessary physiological conditions. Notwithstanding other documentation and procedures that may be required by JetSMART Airlines or by the competent authorities, the acceptance and transportation of the pet on domestic flights is subject to the presentation of the following documentation at the counter, at least two (2) hours prior to the flight departure: Certificate issued by a veterinarian (in the Republic of Argentina, according to the model provided by the Council or College of the Jurisdiction) with a validity of no more than 10 days counted backwards from the date of the flight, stating its age and breed, and certifying that its state of health is suitable for it to make the trip; Without prejudice to other documentation and procedures that may be required by JetSMART Airlines or by the competent authorities, the acceptance and transport of the pet on international flights is subject to the presentation of the following documentation (original and photocopies), at least three (3) hours before the flight departure date: Certificate issued by a veterinarian (For flights made from or to the Republic of Argentina, according to the model provided by the Council or College of the Jurisdiction) with a validity of no more than 10 days counted backwards from the date of the flight, that shows its age and breed, and that accredits that its state of health is apt for it to make the trip; Zoosanitary Export Certificate (CZE), issued by the Agriculture and Livestock Service (SAG), if applicable and/or International Veterinary Certificate (CVI) issued by the National Service of Health and Agri-Food Quality (SENASA) of Argentina, if applicable, which certifies that the pet meets the entry requirements of the country of destination. Consult the requirements demanded by the country of destination at <http://reqpecuaria.sag.gob.cl/> (see information below for Argentina).

Notwithstanding the above, the transportation of the pet is subject to the health and documentation restrictions established by the health authority of each country, so it will be the passenger's responsibility to be informed of them and will be responsible for any cost derived from their compliance.

- For the Republic of Argentina, both the entry and exit of pets (dogs and cats) in temporary character, as well as their internal transportation, is the sole responsibility of the passenger, who in addition to the presentation of the above-mentioned requirements, is obliged and responsible for knowing and complying with all the documentary requirements and procedures imposed by the competent health authorities. For further information, we urge you to contact: Documentation and Public Information Department of SENASA through any of these channels: E-mail: [cdei@senasa.gob.ar](mailto:cdei@senasa.gob.ar). Telephones: (54-11) 4121- 5460/5461 - Toll free: 0800-999-2386. Office hours: Monday to Friday from 9:00 am to 5:00 pm. [http://mascotas.senasa.gob.ar/index.php/consultar\\_requisitos](http://mascotas.senasa.gob.ar/index.php/consultar_requisitos)  
<http://mascotas.senasa.gob.ar/index.php/default/index>.

- For flights originating from or to Brazil, an IVC (International Veterinary Certificate) or a passport is required for the transit of dogs and cats (for countries with which Brazil has an equivalence agreement), issued by GEOGLAM (Brazilian acronym VIGIAGRO), International Agriculture Monitoring Initiative). Resolution No. 280 of the National Civil Aviation Agency determines that guide dogs must be transported free of charge on the floor of the aircraft cabin, next to their owner and under his control, equipped with a harness and are exempt from wearing a muzzle. The guide dog must be accommodated so as not to obstruct the aircraft corridor and must carry certificates attesting to the fact that they are guide dogs. In addition, the requirements of the national health authorities and those of the country of destination must be complied with.

With reference to the transport of guide dogs, for the Federative Republic of Brazil, the rules established in Resolution 280 of ANAC - National Civil Aviation Agency apply (For more information, consult: [https://www.anac.gov.br/assuntos/legislacao/legislacao-1/resolucoes/resolucoes2013/resolucao-no-280-de-11-07-2013/@@display-file/arquivo\\_norma/RA2013-0280.pdf](https://www.anac.gov.br/assuntos/legislacao/legislacao-1/resolucoes/resolucoes2013/resolucao-no-280-de-11-07-2013/@@display-file/arquivo_norma/RA2013-0280.pdf)).

- For the transport of pets to or from Paraguay, the requirements of the National Animal Health and Quality Service of Paraguay (SENACSA) must be observed, and Resolution MERCOSUR/GMCM/RES. No. 17/15, "Zoosanitary Requirements of the States Parties for the Entry of Domestic Canines and Felines: <http://documentos.senacsa.gov.py/share/s/uy3CHGSORT63b7e7BO716g>.

- For the transport of pets (limited to dogs and cats) to or from Uruguay, the current requirements demanded by the Ministry of Livestock, Agriculture and Fisheries and/or any other competent authority must be observed: <https://www.gub.uy/tramites/solicitud-ingreso-mascotas-uruguay> and <https://www.gub.uy/tramites/solicitud-egreso-mascotas-uruguay>.

## **FlexiSMART**

FlexiSMART is an optional feature offered at the time of ticket purchase at [www.jetSMART.com](http://www.jetSMART.com), in the optional services section, and allows the customer to change their itinerary (change of date, time, and/or route, without paying the applicable change penalty or fine in accordance with the "Changes" section of these Particular Regulations, but paying the corresponding fare difference, if any. FlexiSMART is not limited to a single change, but allows multiple changes to be made to the same ticket, for one year from the date of the original flight.

The FlexiSMART option applies to the entire reservation and to all Passengers under the same. The value of the FlexiSMART option will be informed during the purchase process, and the final price and conditions will be detailed before the purchase process is complete.

The amount paid for the FlexiSMART option is non-refundable, except in cases where JetSMART is obliged to refund the ticket, in which case it will also reimburse the amount paid for the FlexiSMART option. Failure to use the right to change the itinerary provided by the FlexiSMART optional will not entitle the customer to any refund or reimbursement of the price paid for such optional service.

The FlexiSMART option does not allow changes other than those indicated above (change of date, time, and/or route. Any other changes shall be governed by the provisions under the heading "Changes" of these Special Regulations.

The exercise of the right to making changes granted by the FlexiSMART option is subject to flight and seat availability on the new chosen itinerary.

The changes are per Passenger and per leg and can be made up to one hour before the flight departure time through the Contact Center. Changes at the airport will not be allowed, nor will changes after the flight. The other conditions applicable to the changes are detailed under the heading "Changes" of these Special Regulations.

### **Freeze your price**

" Freeze your price" is an option that JetSMART may offer the customer in the purchase process of their tickets at [www.jetsmart.com](http://www.jetsmart.com) after they have selected their flights and chosen the Pack of optional services, and that allows the customer to freeze the final price of their reservation and keep it available for a period of 24 hours or 48 hours, depending on the customer's choice, paying the value corresponding to the chosen option.

Freeze your price therefore allows the customer to purchase a reservation within the selected freeze period while maintaining the final price and availability of the reservation, thus avoiding the risk of a price increase and ensuring availability on the selected flights within the freeze period.

The optional service Freeze your price selection will apply to all Passengers and legs of the booking.

The value of the Freeze your price option is for each Passenger and for each leg of the reservation, which will be informed during the purchase process, detailing the final price and conditions of the same before completing the purchase of the option.

**The value of the Freeze your price option is not refundable or reusable for another reservation, nor will it be deducted from the price of the reservation at the time of purchase and full payment.**

Set the Price allows you to keep available only the price of your reservation. The values of the options that were available on the date of the reservation but were not selected and included in the reservation will not be frozen. For better understanding of the above, in the event that the customer has selected the Pack Vuela Ligero ("Flight Light Pack" whose price is included in the value of the ticket), the price of any optional service available at that date at [www.jetsmart.com](http://www.jetsmart.com) will not be frozen, but only the final price of the Pack Vuela Ligero reservation. In the event that the customer has selected a SMART Pack or a FULL Pack, and contracts the Freeze your price option, the final price of the full Pack will be frozen, including the respective options included in each of them, but the price of any additional option not included in the respective Packs, which may have been available at [www.jetsmart.com](http://www.jetsmart.com), will not be frozen.

The Freeze your price option is not offered on all JetSMART flights, and the company reserves the right to offer or not this option during the purchase process of its flights at [www.jetsmart.com](http://www.jetsmart.com). Freeze your price is not available through the Contact Center. It is only available for purchases at [www.jetsmart.com](http://www.jetsmart.com).

Freeze your price will only be available on flights determined by JetSMART, and provided that the quotation is made at least seven (7) calendar days prior to the first flight of the reservation.

For the purchase of the optional Freeze your price the client will only enter their data and will not have to input the list of all the Passengers of the reservation, this will only have to be done at the moment of purchasing the tickets and paying the total amount of the reservation.

The customer who has purchased the Freeze your price option must purchase the tickets and pay the full amount of the reservation within the selected freezing period, i.e. within 24 hours or 48 hours from the time of purchase of the option, as the case may be. The purchase and payment of the reservation whose price has been frozen must be completed in the "Manage your trip" section at [www.jetsmart.com](http://www.jetsmart.com) within the corresponding freeze period, by entering your name and surname or e-mail address and reservation code.

In the event that the client does not pay the total value of the reservation within the selected freezing period, the validity period of the option will expire and the right to freeze or change the price and availability of the reservation will end without the right to any refund or reimbursement for the client of the value paid for the Freeze your price option. The customer will not be able to extend the freezing period of the price and/or availability of the flights, therefore, after the expiration of the optional period without making the purchase and full payment of the reservation. The customer will have to quote their flights again subject to the values and availabilities informed at [www.jetsmart.com](http://www.jetsmart.com) at the date of the new quotation.

We will send a reminder to the customer prior to the expiration of the selected price freeze period, so that they can plan ahead and make the purchase and payment of their reservation before the expiration of the freeze period. The reminder will only be sent by e-mail to the e-mail address provided by the customer at the time of the purchase of the optional, being the customer responsible for any error that may contain the e-mail address entered at the time of registration. Without prejudice to the foregoing, it will be the customer's responsibility to make the purchase and payment of their reservation before the expiration of the informed deadline, regardless of the reminder that JetSMART may send as part of its service commitment. Consequently, in the event that for any reason the customer does not receive a reminder from JetSMART, this shall not give rise to any claim or liability for the company.

The optional Freeze your price does not ensure that the flights quoted may not drop in price at [www.jetsmart.com](http://www.jetsmart.com) even during the freeze period, JetSMART maintaining the right to carry out any commercial or promotional action in relation to such flights, in accordance with the law. In the event that the frozen price is higher than the price published during the freeze period, the customer may choose not to use the frozen price with the optional and make a new quotation and purchase their tickets at the then available value at [www.jetsmart.com](http://www.jetsmart.com) subject to flight availability, without the right to any refund or reimbursement to the customer of the value paid for the unused Freeze your price optional.

The Freeze your price option does not allow refunds or changes of any kind, even when the FlexiSMART option has been included in the quotation, which will only apply to the reservation once it has been purchased and paid in full.

The right granted by the Freeze your price option is personal and non-transferable, to the customer who made the purchase of the option and who must be included in the reservation, and upon completing the payment of the reservation within the freezing period, the customer must remain in the reservation and may not modify the total number of Passengers, nor the flights, destinations and/or segments selected, in accordance with the quotation for which the Freeze your price option was contracted. Once the reservation has been purchased and paid in full, before the expiration of the freezing period, the tickets and options purchased will be governed by the general conditions and particular regulations, without any right or benefit for the Passenger derived from the Freeze your price option used in its purchase.

### **Hotels, car rental and ground transportation booking**

On JetSMART.com you can find access to sites or platforms of third parties, which offer optional services such as hotels, car rental and ground transportation booking, should you want to hire such services for your trip.

The services referred to above will be provided exclusively by such third parties, under the conditions agreed to them by the Passenger. The terms are informed in the booking process, and JetSMART Airlines is not responsible for such contract or the obligations arising therefrom, without prejudice to the responsibilities that the law may impose.

### **Buying Insurance**

At [www.JetSMART.com](http://www.JetSMART.com) Passengers can purchase various types of insurance should they want to purchase such services for their trip.

The provision of all services leading to the contracting of insurance will be carried out solely and exclusively by Chubb Seguros de Chile S.A., Rol Único Tributario N° 99.225.000-3, located at 222 Miraflores, 17th floor, Santiago, Chile ("Chubb"), including its sale, distribution, brokerage, etc. Consequently, the issuance, modification and cancelation of the policies associated with the insurance contracted will be carried out directly by Chubb. In all matters related to the contracting of insurance, and in general any issue related to the services rendered and/or products offered or sold by Chubb, the terms, conditions and limitations established by the latter and by law shall apply.

JetSMART Airlines will exclusively limit itself to making the [www.JetSMART.com](http://www.JetSMART.com) portal available (the "Portal") so that Chubb can market the aforementioned insurance and third parties can acquire it. JetSMART Airlines will not be liable for interruptions, failures or crashes of the network / Internet, loss of profits as a result of such crashes, or any other direct or indirect damage that may be caused to third party acquirers of services provided by Chubb through the Portal, except for causes that are attributable to negligence of JetSMART Airlines or that by express legal mandate are of the responsibility of JetSMART Airlines.

JetSMART Airlines will in no case be an insurance company, sales agent and/or insurance broker. In view of the foregoing, the Carrier will not provide advice of any kind on insurance matters, will not issue, modify and/or cancel any policy associated with the insurance contracted, will not have or assume any responsibility under the policy issued in favor of the third party, will not be responsible in any case for any claim or any other matter related to or arising from the hiring of insurance provided by Chubb, nor will it comply with the legal obligations established by the law in force for such entities.

The detail of the terms, conditions and exclusions of the insurance provided by Chubb is indicated in the general and particular conditions of the policy(s) contracted, which accepted by the contracting party will link Chubb with those who contract the services they provide.

In accordance with the foregoing, and notwithstanding the obligations and responsibilities that by express legal mandate are of JetSMART Airlines, Chubb will be the only one obliged to fully comply with the conditions offered to the Passenger in relation to the insurance offered by Chubb in the Portal and the law applicable to the provision of its services, being its responsibility to resolve any matter related to or derived from such provision. Chubb will be exclusively responsible for the payment of any fine and/or pecuniary sanction and/or compensation of any kind, due to or on the occasion of the omission or partial and/or inopportune fulfillment of the obligations contracted by it in favor of third parties, including especially the eventual compensations that could result from contractual or extra-contractual responsibilities and that could have a direct and/or indirect relation with the rendering of its services, notwithstanding the obligations and responsibilities that by express legal mandate are of JetSMART Airlines.