

Contract of Carriage

By purchasing a ticket to travel on an Air Century flight, you enter into a contract of carriage with us.

Air Century's Conditions of Carriage apply to domestic and international travel and set forth the terms on which Air Century offers passenger transportation.

Air Century may modify these Conditions of Carriage at any time, except as provided by regulatory law. Your travel is governed by the rules in effect on the date of purchase of your ticket; however, Air Century reserves the right to modify the rules in effect on the date of your trip where it reasonably deems necessary for operational reasons and where the rule change does not have a significant negative impact. No Air Century employee or ticket agent has the authority to modify any provision of this Contract of Carriage unless authorized in writing by an Air Century administration official.

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CHAPTER 1 - **DEFINITIONS**

"Codeshare Agreements": agreements that allow the use of the designator code of one or more airlines on a flight or segment operated by another.

"Authorized Airline": is any other airline authorized by THE CARRIER to non-exclusively use the Y2 designator code or its brand to commercially identify its operation, with each airline maintaining its operational control.

"Authorized Agent": is the natural or legal person with whom THE CARRIER has a commercial relationship for the sale and distribution of its services, and the services of other airlines, when so authorized. The agent is an independent trader who carries out activities through his own company with personnel under his charge, on behalf of THE CARRIER, in accordance with the instructions given by THE CARRIER for this purpose.

"Weapons and Other Dangerous Items or Objects": any object that can be used to attack the physical integrity of people, or to cause damage to airport facilities, aircraft or other property.

"Authorities": are members of the public force, national police, military forces, agents or representatives of airport security, immigration, customs or civil aviation or whoever acts in the corresponding country and who is invested with power by the competent laws or bodies.

"ACSA or Air Century": any reference to "Air Century" or "ACSA" in this contract refers to Air Century S.A.

"Ticket": is the record of the contract, including electronic Tickets for air transportation provided by THE CARRIER under certain terms and conditions, for the transportation of that Passenger whose name appears on the Ticket and in accordance with the rates and regulations that are applicable. An electronic Ticket is the record of the Ticket contract processed and maintained within THE CARRIER's electronic reservation system. Whoever buys a Ticket is provided with a receipt that contains the reference to locate the record within THE CARRIER's record systems, and a summary of the information on the Ticket.

"Operational Changes": are the affectations of a flight for reasons associated or related to the operation, which may be internal or external.

"Medical Certificate": a document, issued as a result of a medical examination, which constitutes acceptable evidence of the holder's psychophysical condition.

"Unforeseen Circumstances": causes beyond the normal development of the CARRIER's activity that prevent the flight from taking place or delay its departure or arrival, such as weather factors, technical failures not corresponding to scheduled or routine maintenance of the aircraft, factors or circumstances related to Passengers or third parties, ground support equipment failures, political factors, strikes, civil insurrection, wars, state of siege, airport or border closures, among others.

"Carrier Designator Code": means the 2 letter/number alphanumeric code assigned by IATA (International Air Transport Association) that the CARRIER or any of the Authorized Airlines decides to use to identify itself as such. One or more airlines may use the same Code by agreement.

"Conditions of the Contract of Carriage": are those contained in this document.

"Connection": a change from one flight to another that the Passenger makes at a point other than those of origin and destination indicated on the Ticket in order to reach their destination. It may or may not entail a change of aircraft and a change in the flight number.

“Security Control”: is made up of the procedures and measures aimed at preventing people, weapons, and dangerous items or objects, as defined in this document, from entering airports, sterile areas, and aircraft, which may commit or be used to commit acts of illicit interference or that by their nature constitute a risk to the safety of people and aircraft.

“Convention”: means any of the following instruments, as applicable:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on October 12, 1929 (The Warsaw Convention).
- Protocol that modifies the agreement for the unification of certain rules related to air transport. The Hague, September 28, 1955.
- Montréal Protocols I, II, III and IV. Montréal, 1975.
- Supplementary Convention to the Warsaw Convention for the unification of certain rules relating to international air transport carried out by someone other than the contractual CARRIER. Guadalajara in 1961.
- The Convention for the Unification of Certain Rules for International Carriage by Air. Montréal 1999.

And in general, any international instrument or treaty that is applicable to the services of THE CARRIER.

“Flight Coupon or Credit”: document that, due to its content, enables the beneficiary thereof to make the flight specified therein, under the conditions indicated therein. It may be issued on paper or electronically, in which case the content of the status of the coupons that is reflected in the electronic ticket is found in THE CARRIER's database.

“Days”: are full calendar days. For notification purposes, the day on which the communication is issued will not be counted, and for purposes of determining the end of a validity period, the day on which the ticket was issued or the flight began will not be counted.

“Baggage”: means the articles, effects and other personal belongings of a Passenger, intended to be carried or used by him. Unless otherwise provided, said term designates both the Passenger's checked baggage and non-checked baggage or carry-on baggage.

“Carry-on Baggage”: is that which the Passenger keeps with them under their custody, care, control and responsibility during the flight and their permanence within the airports involved.

“Interline Transfer Baggage”: registered baggage that is transferred from the aircraft of one CARRIER to the aircraft of another carrier, during the user's trip.

"Missing Baggage" registered baggage that is not located after twenty-one (21) days of searching, counted from the day the flight ends.

"Free Baggage Allowance" is the amount of baggage by weight, pieces and/or volume that the Passenger is entitled to carry at no additional cost. The number of pieces, volume and weight will be determined for each route and/or fare.

"Unclaimed Baggage" baggage that arrives at an airport and no Passenger claims, this baggage may arrive without a Baggage Tag or Check.

"Registered (and/or Invoiced) Baggage" is that which has been placed in the custody of THE CARRIER for its transportation and for which a luggage tag has been delivered to the Passenger.

"THE CARRIER" designates the carrier (air or ground) that issues the ticket and all the carriers that transport the Passenger and/or their Baggage.

"Stopovers" designates each of the points where a Passenger's journey is temporarily interrupted, with the exception of the points of origin and destination indicated on the ticket or mentioned in THE CARRIER's schedules as intermediate stops provided for in the passenger's itinerary.

"Luggage Tag or Check" document issued by THE CARRIER in order to identify checked baggage.

"Excess Baggage" Any excess over the Free Baggage Allowance in weight, volume or number of authorized pieces, which will be charged in addition to the ticket, and may only be transported once determined by THE CARRIER.

"Frequency" number of flights made on a certain route.

"Force Majeure or Act of God" weather conditions, unforeseen circumstances or other situations that are not under the control of the airline including but not limited to situations such as riots, strikes, border closures, pandemic declared by the WHO, acts of terrorism, war etc.

"IATA" International Air Transport Association.

"IDAC" Dominican Institute of Civil Aviation.

"JAC" Civil Aviation Board of the Dominican Republic.

"Inspection" application of visual, technical or other means to detect the presence or possession of weapons, explosives, dangerous or illegal materials or substances that can be used to commit acts of unlawful interference, or to detect persons who could commit such acts. This can be done by THE CARRIER, the Airport Operator or the corresponding authorities.

"Itinerary" ordered set of flights framed within a schedule, or plural number of flights regularly operated by THE CARRIER. It can include aircraft type, schedules, routes and Frequencies.

"Dangerous and/or Prohibited Goods" are all those elements or substances classified as explosive, flammable, gases, acids, corrosive, radioactive, biological material, and/or those decreed as such by the airline or by national or international laws or regulations.

"No-Show" is the Passenger who, having a Confirmed Reservation for a certain flight, does not show up for it at the times determined by THE CARRIER, which generates the cancellation of the reservation itinerary and may generate additional charges or penalties for the Passenger.

"Airport Operator" natural or legal person authorized to manage an airport.

"Passenger or Traveler" means the person, excluding crew members, carried or to be carried on an aircraft under a contract of carriage. It is the other part of the transport contract.

"Individual with a Disability Condition" is the person who has or has had a physical or mental impairment, whether permanent or transitory, that substantially limits one or more of the main vital activities. The following are considered vital activities: caring for oneself, carrying out manual tasks, walking, seeing, hearing, speaking, breathing, learning, understanding and obeying simple commands, and working.

"Refund" is the return of the total or partial value paid for an unused airline service for voluntary or involuntary reasons made by THE CARRIER to the Passenger, and which may be subject to certain conditions for its application. Fares identified as non-refundable due to fare conditions previously accepted by the Passenger will not be refunded and for fares identified as having a refund penalty, they will be refunded after deducting the corresponding penalty according to the fare rule.

"Confirmed Reservation" means the separation of one or more seats for one or more people, on one or more flights, on specific dates, rates and routes. The confirmation of the reservation in the internal records of THE CARRIER consists of the reservation code (Passenger Name Record [PNR]) of each flight. Advance booking confirmation is required.

"On Board Service" is that offered by THE CARRIER during the flight and varies depending on the type of aircraft, the route, duration and characteristics of the flight. Onboard service may include beverages, meals, and entertainment.

"Fare" is the price paid by the Passenger for the transportation service and the conditions of its application. The fares are subject to conditions of use that refer, among others, to validity periods in time, payment conditions, endorsement restrictions, reimbursement stipulations, use on certain flights, minimum or maximum length of stay at the place of destination, specific days of travel, penalties, baggage allowance rules and other applicable conditions.

"Airport Tax" is the value charged to the Passenger for the use of airport facilities, and that may be collected by the Carrier, either on the ticket or at each airport, and must be paid by the Passenger.

"Transit" is the permanence of the aircraft or the Passenger on the ground between destination and destination.

"Leg" a section between two determined points. For commercial purposes, it refers to the air transport service provided between one city and another.

"Cancelled Flight" is that flight that, having been scheduled, is not carried out due to internal or external causes.

"Delayed Flight" is that flight whose departure time is greater than the stipulated time of the itinerary.

CHAPTER 2 - **APPLICATION**

Article 2.1. General. The Conditions contained in this Contract of Carriage apply to those flights or flight segments where the name "AIR CENTURY", or the designator code Y2 are indicated in the airline box of the respective Flight Coupon.

Article 2.2. Applicability. These Conditions of Carriage are applicable unless they are contrary to the National Constitution, the Agreements and the laws or regulations of the countries where they apply. If any provision of these Conditions of Carriage is invalid, the other provisions will continue to be valid.

Article 2.3. Agreements. For some or all of the services, THE CARRIER has entered into Unique Code, Shared Code, or Charter Agreements with other airlines, carriers or individuals. This means that even in the event that the Passenger has been issued a ticket with the designator code of THE CARRIER, or with its name as the carrier airline, the carrier that will operate the flight may be a different one. In this case, and in application of the previous numeral, these General Conditions of Transport will be applicable, without prejudice to the provisions of the Agreements or laws applicable to the particular case.

Article 2.4. Interline Agreements. When THE CARRIER carries out the issuance of a Ticket, baggage registration, or makes any other type of arrangement to sell segments of another airline in the interline modality in its own tickets (whether said transportation is part of a direct service or not), THE CARRIER will only act as agent for the other airline with respect to these limited capacities, and will not assume any responsibility for the acts or omissions of the other airline.

CHAPTER 3 – AIRPORT SECURITY

Article 3.1. Airport Security.

3.1.1. Objective. Carriers engaged in national and international civil aviation may develop and implement actions and procedures to prevent acts that violate national and international laws and regulations and to prevent acts of unlawful interference. This Contract of Carriage is subject to laws, regulations, rules and security directives imposed by government agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activity. In the event of a conflict between the rules contained in this Contract of Carriage and applicable government laws, regulations, rules and safety directives, the latter shall prevail.

3.1.2. Scope. These procedures may govern the Inspection, the security of the aircraft and the facilities, awareness and reporting of acts of illicit interference, training and planning of contingencies and emergencies at all points served by THE CARRIER.

Article 3.2. Baggage Control.

3.2.1 Checked Baggage.

3.2.1.1. All Checked Baggage may be searched by any type of device or means, in the presence or even in the absence of the Passenger, and with or without his knowledge or consent, in order to avoid acts of unlawful interference or any damage to the aircraft, the passengers and third parties. This control will be exercised by the Authorities of the corresponding country. Each Passenger is responsible before THE CARRIER and the competent Authorities for the content of their Baggage.

3.2.1.2. Neither THE CARRIER nor any of its employees or agents will be responsible for any damage, destruction, loss, delay, refusal to transport, confiscation of property, etc. resulting from the Security Inspections or the refusal or failure of the Passenger to comply with what is required in terms of security.

3.2.1.3. The Passenger must refrain from including in their Registered Baggage the elements that may be affected or damaged by the x-ray or inspection machinery. Any damage caused is not the responsibility of Air Century.

3.2.2. Carry-on Baggage.

3.2.2.1. All Carry-on Baggage may also be subject to security review, under the same conditions established for Registered or Checked Baggage in the previous articles.

3.2.2.2. Additionally, all Baggage must comply with the rules and procedures established in Chapter 8 - Baggage, of this Contract of Carriage.

Article 3.3. Passenger Control.

3.3.1. Revision. THE CARRIER may review or search the Passenger for the benefit of security, using any means designed for such purposes.

3.3.2. Passenger Identification. Passengers must fully identify themselves, at the time of check-in and boarding, by providing a valid identity document as required by the competent Authority and the name on the ticket.

Passengers are responsible for presenting the travel and identity documents required by the laws of the various countries through, from or to which they are to be transported or included in their travel routes. THE CARRIER may validly and without any responsibility refuse to transport the Passenger when the Passenger does not fully identify himself or does not have all the documents and visas necessary for the trip. The photocopy of the documents necessary for the trip will not be accepted. Only original documents that are in good and current, valid condition will be accepted. For all purposes, the provisions of Chapter IX on Administrative Formalities must be taken into account.

Article 3.4. Denial of Transportation. Air Century shall have the right to deny boarding or remove from the aircraft at any point, any Passenger for the following reasons:

- a) When the Passenger refuses to produce valid identification upon request and fails or refuses to comply with the conditions set forth in the Contract of Carriage.
- b) When said person participates or is involved in an incident that threatens or endangers the physical integrity or safety of Passengers, crew members, Baggage, cargo or the aircraft.
- c) When said person does not allow the inspection of his person or property such as Checked or Carry-on Baggage.
- d) When said person may represent a threat to the safety of the flight, to the comfort, order or discipline on board, health or convenience of the other Passengers and the crew and the health of the flight.
- e) When said person has committed a serious offense on a previous flight.
- f) When said person is included in the travel impediment lists issued by the competent Authorities in any of the countries where THE CARRIER has operations.
- g) When said person does not possess valid travel documents, intends to enter a country for which he does not possess the necessary documentation, if he destroys his documentation during the trip, or refuses to hand over his documents to the crew.
- h) When said person presents a ticket acquired fraudulently or reported as stolen or false, or when he/she does not provide an identification document satisfactory to THE CARRIER, or if he/she is not the person designated as Passenger on the Ticket.

- i) When said person has not used the flight coupons in sequence or presents a ticket that has not been issued by THE CARRIER or its authorized agent, or whose ticket appears altered in any way.
- j) When said person does not obey the safety and behavior instructions given by representatives of THE CARRIER, both on the ground and in flight, or when their behavior interferes with the work of the crew members.
- k) When said person is intoxicated or under the influence of alcohol or drugs.
- l) When said person exhibits aggressive or unacceptable behavior.
- m) When said denial is due to compliance with laws, regulations or orders of competent Authorities.
- n) When said refusal is due to weather conditions, unforeseen circumstances or other conditions that are not under the control of the airline (including but not limited to situations of force majeure or fortuitous event, such as riots, strikes, border closure, declared pandemic by the WHO, acts of terrorism, war etc.) that are occurring, have been reported or are threatened to occur.

Air Century will not refuse to provide transportation on the basis of race, color, national origin, religion, sex, or ancestry. Subject to these qualifications, Air Century may refuse to carry any passenger, or may remove any passenger from his or her flight, if reasonably necessary in Air Century's sole discretion for the comfort or safety of the passenger, for the comfort or safety of other passengers or employees of Air Century, or for the prevention of damage to the property of Air Century or its passengers or employees.

Air Century will not refuse to provide transportation to an Individual with a Disabled Condition, based on his or her disability, except in the following circumstances:

- a) THE CARRIER may deny transportation to any passenger for security reasons, and in those cases in which the passenger's luggage violates applicable regulations or requirements regarding operational safety or aviation security.
- b) THE CARRIER may deny transportation to any passenger who requires special accommodations due to their disability and who has failed to comply with the obligation to give prior notice and carry out the requirements for their check-up in accordance with what is established. The foregoing notwithstanding, THE CARRIER shall make all reasonable efforts to accommodate said passengers before refusing their transportation.
- c) THE CARRIER may require passengers with certain disabilities to fly with a companion as a condition to provide them with transportation whenever THE

CARRIER considers in the following circumstances that said assistant is essential for safety:

- i. When due to a mental disability the passenger is unable to understand and respond to safety instructions.
- ii. When the passenger has hearing and visual disabilities and is unable to establish communication with the personnel of THE CARRIER for purposes of receiving safety instructions.
- iii. When the passenger has a mobility impairment so severe that he is unable to assist in his own evacuation.

CHAPTER 4 - **RESERVATIONS**

Article 4.1. Bookings. All reservations are confirmed electronically. No person will be entitled to transportation without a valid and confirmed reservation. No reservation will be considered confirmed if the purchase is not completed at least thirty (30) minutes prior to scheduled departure and until full payment has been received. No reservation paid by credit card will be considered confirmed if the transaction is not accepted by our payment validator for any reason, whether or not the passenger is notified that the reservation has been cancelled. Reservations are personal and non-transferable.

Article 4.2. Group Reservations. When ten (10) or more people are booked as a group traveling on the same itinerary, special policies established by THE CARRIER apply. If a group reservation is canceled within twenty-four (24) hours of the reservation being issued one week or more prior to the flight departure date, payment will be refunded in full without assessment of a cancellation fee. Said refund will include any deposit that a party or individual must make at the time of reservation. Said group reservations are subject to all applicable group policies and procedures established by THE CARRIER.

Article 4.3. Changes and Cancellations of Reservations.

4.3.1. A booking may be canceled for the following reasons:

- a. At the request of the agency, or of the person who originally made the reservation, who requests the cancellation at least 48 hours before the flight departure time.
- b. By THE CARRIER when a duplicity of the reservation is verified, that is, more than one reservation for the same person on the same flight number and date; duplicate segments within the same reservation.
- c. By THE CARRIER when the ticket purchase time limit expires, without payment being completed or when the Passenger does not comply with the fare purchase conditions.

- d. As a consequence of a No-Show (non-appearance of the Passenger) on one of the reserved Routes.
- e. By THE CARRIER when said cancellation is necessary to comply with a government regulation or request, or when said action is necessary or advisable for meteorological reasons or for other unforeseen circumstances or other conditions that are not under the control of the CARRIER (including but not limited to situations of force majeure, unforeseen circumstances or fortuitous events) that are occurring, have been reported or are threatened to occur.

4.3.2. A booking may be modified for the following reasons:

- a. At the request of the agency or the person who originally made the reservation, or who requests the modification, due to change of date or Itinerary or to add or delete different information in the name of the person traveling.
- b. By THE CARRIER when said cancellation is necessary to comply with a government regulation or request, or when said action is necessary or advisable for meteorological reasons or for other unforeseen circumstances or other conditions that are not under the control of the CARRIER (including but not limited to situations of force majeure, unforeseen circumstances or fortuitous events) that are occurring, have been reported or are threatened to occur, in which case the Passenger must be informed of the change.

Article 4.4. Methods of Payment. The ticket may be paid through the mechanisms provided by THE CARRIER directly or through an Authorized Agent. For more information:

<https://www.aircentury.com/en/payment-methods/>

Article 4.5. Consent to the Use of Personal Information. The passenger acknowledges that personal data has been provided to Air Century for the purpose of making a reservation for air transportation, obtaining ancillary services, facilitating migration and entry requirements and making such data available to government agencies. For these purposes, the passenger authorizes the Airline to retain said information and transmit it to its own offices, other operators, or the providers of such services, in any country in which they are located. All passenger information will be handled in accordance with Air Century's Privacy Policy.

The CARRIER's Privacy Policy is available at www.aircentury.com.

Article 4.6. Notification of Operational Changes. In the event of any change in the operation, in terms of flight, departure time, change of equipment or, in general, any aspect that affects the agreed reservation, THE CARRIER will do everything reasonably possible to inform the Passenger as soon as possible, in accordance with the regulations that exist on the matter, if they apply.

CHAPTER 5 – **TICKETS and CREDITS**

Article 5.1. General Conditions.

5.1.1. Ticket Validity Requirements. THE CARRIER will only transport the Passenger whose name appears on the Ticket, and who must be duly identified.

Air transportation tickets are not refundable, transferable, or endorsable. Once the ticket has been issued, the Passenger accepts as good and valid what is indicated on it. It is the Passenger's responsibility to complete and provide the appropriate and correct information requested for ticket issuance. The Passenger will not be transported if he does not present a valid Ticket for the respective route. Tickets must be issued electronically through authorized systems.

The Passenger will not be transported unless he/she is satisfactorily identified and an electronic ticket has been issued for the respective journey in his/her name. In the event that the Passenger requests changes to the reservation after the Ticket has been issued, THE CARRIER may carry out an additional charge as a fare difference, if applicable, and additionally, the Passenger must pay the corresponding change penalty in the event in which the fare rules of your Ticket so establishes. The client must assume the differences that are generated in terms of taxes and fees with the change of ticket.

5.1.2. Credit Validity Requirements. Flight credits are non-refundable, but transferable or endorsable. They may result in additional fare difference charges. They must be used for the same route on which they were created, otherwise additional taxes and fees may be applied.

Article 5.2. Validity Period of the Ticket or Flight Credit.

5.2.1. The Ticket will be valid for one year from the date of issue, unless the applicable fare provides a different validity period.

5.2.2. A Ticket may not be used for travel if its validity has expired before the Passenger begins or completes their journey. In special cases caused by the closure of borders due to the Covid-19 pandemic, the ticket can be reissued only once, extending the validity period of the Ticket in accordance with the conditions of the fare purchased and in accordance with the rules, procedures and policies of THE CARRIER.

5.2.3. A ticket is valid for travel on the date, flight and class of service for which the reservation has been made and for which the fare has been paid. All reservations must be made in accordance with the conditions of the corresponding fare and will be subject to seat availability.

5.2.4 In the event that the Passenger does not use the routes in sequence order, they may not use or request Refunds for the unused routes unless it is proven that an error was made by THE CARRIER or one of its agents and not by the Passenger.

5.2.5. Each Flight Credit is valid for a period of one year from the date of its creation. It can be used for transportation completed during the validity dates of the same. All reservations must be made in accordance with the conditions of the corresponding fare and will be subject to seat availability.

Article 5.3. Changes and Cancellations of Tickets.

5.3.1 If the Ticket was issued less than 24 hours ago and your trip begins in more than 7 days, one penalty-free change is allowed. Additional charges in case there is a fare difference may still apply. After 24 hours of issuance, all changes are subject to an additional cost.

5.3.2 Itinerary cancellations must be notified at least 48 hours before the flight departure time to avoid additional no-show charges.

5.3.3 Ticket modifications after 24 hours of issuance or less than 7 days from the flight departure date are subject to additional charges, including change penalty and fare difference when applicable.

CHAPTER 6 – **FARES and REFUNDS**

Article 6.1. Fares. Transportation is subject to the fares, taxes and charges in effect on the date the confirmed reservation is made. If the reservation has been confirmed and an electronic ticket is issued before a fare increase becomes effective, the reservation for transportation as purchased will be honored. If the fare decreases after a confirmed reservation has been made or an electronic ticket has been issued, THE CARRIER will not refund, pay or make any adjustment to the original fare.

Air Century reserves the right to collect additional taxes, fees or charges imposed by a governmental entity after the reservation has been made and paid for, but before transportation begins.

6.1.1. Fare Rules. Each fare has different fare conditions or rules that govern the application or modification of it.

Article 6.2. Currency and Other Charges. The fares will be payable in the currency and exchange rates stipulated by THE CARRIER.

6.2.1. Taxes and Fees. Taxes and fees are additional charges to the applicable fare and THE CARRIER collects them in favor of the government authorities that establish them by including them in the Transportation Ticket. Such charges are not part of the base fare. Taxes can be a fixed value or a percentage of the base fare. Taxes, fees and other similar charges will be borne by the Passenger in addition to the fare. Taxes and fees vary depending on the regulations of each country.

6.2.2. Surcharges. These are charges imposed by airlines and/or by governments/airport authorities. The most common concepts of these charges are fuel and security. They must be borne by the Passenger.

Article 6.3. Refunds.

6.3.1. Application. Airfare tickets are non-refundable. The only recourse for the passenger to request a refund for an unused portion of their ticket is under the following conditions:

- a) Refunds are allowed if the ticket is less than 24 hours old and the travel departure date is more than 7 days away.
- b) Due to a flight cancellation caused by Air Century's failure to operate as scheduled, except as a result of the passenger's breach of the contract of carriage, or as a result of government request, unforeseen circumstances, or force majeure; or when advisable in Air Century's sole discretion due to weather or other conditions beyond the airline's control including Acts of God, strikes, civil unrest, border closures, WHO declared pandemic, and other similar force majeure or fortuitous events.

No refund will be applied when Air Century provides alternative transportation accepted by the passenger. Refunds, when applicable, may be made on all or part of the unused fare, surcharges and taxes of a ticket in accordance with the fare conditions.

6.3.1.1 Partial Refunds. Partial refunds will be made by discounting the value of the legs used based on the fare applicable to the date of the flight, when the Passenger buys a ticket at a fare that can only be sold round trip; If the fare does not require round-trip sales, only the value used in the fare purchased will be discounted.

6.3.1.2 Taxes. In accordance with the applicable legislation, THE CARRIER will reimburse the taxes and fees that have not been transferred to the corresponding collecting entity. In the event that they have been transferred, the Passenger must request the Reimbursement at their own expense before the corresponding entity and THE CARRIER will not be responsible for said procedure.

6.3.2. Voluntary Refunds.

6.3.2.1. Charges and Penalties. THE CARRIER may apply penalties for Reimbursement when requested for reasons not attributable to the airline, including errors attributable to the Passenger such as duplicate purchases or failure to present identification according to the purchase conditions for the Ticket to be reimbursed.

CHAPTER 7 – **SPECIAL SERVICE REQUESTS**

Article 7.1. General. Those services that are provided to the Passengers of THE CARRIER in accordance with their individual needs or requirements.

Article 7.2. Policies and Requirements. The Passenger must inform THE CARRIER of their requirements or needs at least 48 hours before the trip or at the time of making the reservation in the following cases:

- a) Transportation of a wheelchair or other mobility equipment;
- b) Transportation of an emotional support animal or psychiatric service animal in the cabin;
- c) Use of fans, respirators, etc.;
- d) Accommodation of passengers with hearing and vision problems.

Notwithstanding the aforementioned, THE CARRIER will make all reasonable efforts to facilitate the transportation of the Passenger in the absence of the prior notice required for the request.

Article 7.3. Transport of Minors.

7.3.1. For the purposes of the air transport service, a minor is considered to be a person who has not reached the age of 12 on the date of the flight.

- (a) Infant: A minor who has not reached the age of 2 on the date of the flight and is traveling without occupying a seat, accompanied by a responsible adult. The infant will travel on the lap of the responsible adult, after having secured his belt. The infant requires an air transportation ticket even if they are not paying a fare. If the responsible adult wants the infant to occupy a seat, they must pay the cost of the air transportation ticket and must carry an infant seat approved by international standards as suitable for use in an aircraft.
- (b) Child: Is the minor who, having reached 2 years of age, has not reached 12 years of age on the date of the flight and must travel occupying a seat and paying the corresponding fare.

7.3.1.1. For security reasons, minors and those accompanying them should not be located in the emergency exits.

7.3.2. Unaccompanied Minors. Air Century will not permit any child under five years of age to travel on any flight unless accompanied by a Passenger of legal age.

Subject to an additional fee of US \$50.00, unaccompanied children between the ages of five and thirteen will be accepted by the Carrier provided the child has a confirmed reservation. This service is NOT available for connecting flights. The parent/guardian/custodian must provide the Carrier with all exit permits for minors according to the General Directorate of Migration of the Dominican Republic, or the corresponding permits required by each country or state of exit.

For Passengers between fourteen (14) and seventeen (17) years of age, this service is optional. Air Century reserves the right to limit the number of unaccompanied minors on any flight in the interest of safety, and such determination is made solely at the discretion of the Carrier. In the event that the

Carrier refuses to transport any unaccompanied minor on this basis, Air Century will endeavor to accommodate the unaccompanied minor on the next available flight.

7.3.3. Policies for the Transportation of Unaccompanied Minors.

7.3.3.1. The service begins at the counter and includes the transfer of the minor through the security and migration processes to the boarding gate and the location of the minor inside the aircraft. The service does not include any additional or special service during the flight, except for providing assistance to the minor, and ensuring the integrity and safety of the minor, which does not imply that the minor has the permanent company of an agent or a member of the crew during flight. Upon arrival at the final destination, the minor is accompanied by a service agent from the aircraft, going through the immigration and customs process until he or she is handed over to the responsible person. Unaccompanied minors may not transport pets as Checked Baggage or in the Passenger cabin except when the unaccompanied minor requires it for some special condition.

7.3.3.2. A child under 12 years of age will not be allowed to travel accompanied solely by a person under 18 years of age, unless he or she proves to be the father or mother.

7.3.3.3. An adult must accompany the unaccompanied minor to the airport of origin and complete the necessary boarding procedures for the unaccompanied minor and must wait until the plane takes off before leaving the airport.

7.3.3.4. The adult accompanying the minor to the departure airport must fully complete the documentation for unaccompanied minors, clearly explaining the details of the person who will receive the minor in the destination city, including address and telephone number, and acceptance of the Conditions of Carriage specified therein.

7.3.3.5. An adult person must take care of the minor at the destination airport at the scheduled time of arrival of the flight, identifying himself as the person entitled to receive the minor at the time of reception. In the event that the flight is delayed for any reason, it is the responsibility of the adult in charge of receiving the unaccompanied minor to wait at the airport for the minor's arrival.

7.3.3.6. Unaccompanied minors may travel on direct flights only.

7.3.3.7. THE CARRIER will only charge for the unaccompanied minor service when the flight is actually operated by THE CARRIER.

Article 7.4. Medical Authorization in the Transport of Sick Passengers. Air Century will not require medical clearance for a Person with a disability as a condition of travel, except as required by law. Air Century may require a medical certificate when, in good faith and using reasonable discretion, Air Century determines that there is reasonable doubt that a passenger can complete the flight without requiring extraordinary medical assistance.

Article 7.5. Transportation of Service Animals. Air Century will accept transport, free of charge, of a Service Animal required by a person with a disability. To the extent possible, Air Century will assign a seat to the person that provides enough space for the person and the Service Animal. Air Century will

allow the Service Animal to accompany the person on board the aircraft and remain on the floor near the person's seat. The Service Animal will not be allowed to occupy a passenger seat. To the extent permitted or required by law, Air Century reserves the right to deny carriage to any service animal when reasonably necessary, in Air Century's sole discretion, for the comfort or safety of passengers or crew members, or for the prevention of damage to the property of Air Century or its passengers or employees.

7.5.1. Carriage of Domestic Animals as Checked Baggage.

- a) Only pets that do not represent a danger to the safety of the flight will be transported.
- b) For trips to international destinations, it is the Passenger's responsibility to find out and comply with all the necessary requirements for the transportation of their pet, in the country of origin, connections and destination. The Passenger must present to the CARRIER, at the time of registration at the counter, the Certificates and documents necessary for the transport of the pet. These requirements and documents may vary depending on the country, however it is customary to require the following: Health Inspection Certificate, an animal health certificate issued by a veterinarian which includes the breed, sex and age of the animal and the original certificate of the current vaccines according to age and species.

Likewise, you must present the pet for proper inspection. The validity of the Sanitary/Health Inspection Certificate depends on the authority of each country.

- c) At the time of making the reservation, the Passenger must clearly inform that they will be traveling with a pet in the hold. This service carries an additional charge.
- d) The Passenger or their travel agent must book their pet directly with THE CARRIER, prior to their travel date.
- e) The transport of pets in the hold is subject to space availability on the aircraft.
- f) Pets (dogs and cats) less than 8 weeks old will not be accepted as Checked Luggage in the hold.
- g) For transportation as Registered Baggage in the hold of pets, up to a maximum of 1 animal per kennel will be accepted, as long as it can move and turn comfortably inside the cage.
- h) The Passenger must travel on the same flight as their pet. The Passenger must provide their own kennel or suitable container for the transport of the pet and must pay a cost according to the Passenger's destination.
- i) The Passenger is responsible for delivering the pet accommodated in its kennel or container at the place of origin to the CARRIER and for picking up the pet at the place of destination.
- j) For the transportation of pets, the documents and records required by THE CARRIER and the entities of origin and destination must be provided by the Passenger.

7.5.2. Transport of Pets as Carry-on Baggage in Cabin. Passengers are responsible for complying with any laws and/or governmental regulations of the destinations to and from where the animal is being transported, including the provision of valid health certificate and rabies vaccination certificates, when necessary.

The passenger assumes full responsibility for the conduct of their pet or service animal. In the event that Air Century incurs any loss, damage, delay, expense or legal liability of any kind in connection with the transportation of said animal, the Passenger accepts full responsibility and will reimburse the Carrier for all sums incurred.

At the time of making the reservation, the Passenger must clearly inform that they will be traveling with a pet in the cabin. This service is subject to space availability, since the number of pets accepted in cabin is limited. The number of animals allowed in the cabin may vary depending on the type of aircraft and the route, so you should check with the airline for information on the specific aircraft you will be traveling on.

- a) The transport of pets in cabin as Carry-on Baggage carries an additional charge.
- b) The Passenger traveling with pets in the cabin must present a health certificate for the pet issued by a competent Authority and all the necessary documents for entry to the next destination.
- c) The Passenger must travel on the same flight as the pet.
- d) The pet may not be outside the kennel or container for any reason.
- e) Only one animal per kennel or container is allowed. The animal must be able to move and turn freely within the kennel or container.
- f) Only one pet per Passenger is allowed.

7.5.3. Kennels or Containers for Domestic Animals.

All pets must be transported in a carrier approved kennel or container for air travel. Policies detailing accepted dimensions and other requirements can be found at:

<https://www.aircentury.com/en/pets/>

7.5.4. General Pet Acceptance Considerations.

- a. For the health of the animals, they must not be sedated, otherwise the Passenger will notify and assume the responsibility leaving a written record, exonerating the CARRIER.
- b. In accordance with the regulations of each country, aggressive breeds may not travel in the cabin due to the risk they represent to the safety of the Passengers and the crew. These breeds include the American Staffordshire Terrier, Bullmastiff, Doberman, Dogo

Argentino, Dogo de Bordeaux, Fila Brasileiro, Neapolitan Mastiff, Pit Bull Terrier, American Pit Bull Terrier, Presa Canario, Rottweiler, Staffordshire Terrier and Japanese Tosa, so these breeds must travel in the hold in a metal container only. THE CARRIER will accept these dogs on the condition that their owner meets the aforementioned requirements given the risk involved in transporting a dog that belongs to that category.

- c. Brachycephalic breeds: some breeds of dogs and cats have a series of anatomical peculiarities that make it difficult to breathe correctly and which is called Brachycephalic Respiratory Syndrome. These pets are characterized by having a flat nose and usually have respiratory problems, making them susceptible to heat stroke and respiratory disorders when exposed to extreme temperature changes or stressful situations. When traveling with this type of breed, the passenger will assume responsibility, exonerating the CARRIER.
- d. The airport and animal health authorities and THE CARRIER reserve the right to admit or transport the pet, if it considers that it does not meet the regulatory and safety conditions suitable for travel.

Artículo 7.8. Transporte de Pasajeros no Admitidos, Deportados

7.8.1 Transport Policy for Non-Admitted Passengers. In accordance with international regulations, non-admitted Passengers are those of a nationality other than that of the arrival airport, who are rejected by the competent authority of the destination country, either due to problems with their documentation or simply because their entry is not accepted. When the Passenger has a return ticket, this coupon will be used to return to the destination of origin. If the person does not have a ticket that covers the return route, the remaining coupons in their possession must be used as part of the payment for the new ticket or a completely new one must be issued. It is the Passenger's responsibility to pay the value of the new travel ticket. The fare charged to the Passenger to cover transportation to the point at which he was inadmissible will not be reimbursed to the Passenger unless this is required in accordance with the laws of said country. THE CARRIER is not responsible for food, transportation, hotel, guard service, other expenses, etc. The Immigration Authorities of the respective country will be in charge of the custody of the Passengers not admitted.

7.8.2 Transport Policy for Deported Passengers. A deported Passenger is a person who has been legally admitted to a country by its Authorities or has entered illegally and who is subsequently formally ordered expelled to the country of his/her nationality by the competent Authorities of said country, whether for migratory, political, criminal or judicial reasons. The limit for the number of Deported Passengers will be determined by the Aircraft Pilot in such a way as to guarantee the safety of the flight. The same rules mentioned above in relation to the Tickets of inadmissible Passengers will apply in the case of deported Passengers.

CHAPTER 8 - **BAGGAGE**

Article 8.1. General. Air Century's baggage allowance policies are available at <https://www.aircentury.com/en/baggage-basics/> and are incorporated by reference into this Contract of Carriage. These policies restrict the amount, size, and weight of baggage, and govern the transportation of special items (such as medical equipment and mobility aids, musical instruments, and fragile and perishable items) and dangerous goods.

All Baggage must be delivered by the Passenger to THE CARRIER, promptly at THE CARRIER's counter at the airport.

THE CARRIER may, at its sole discretion, modify, reconsider and make exceptions to its baggage policy. Notwithstanding the foregoing, Passengers who have purchased an air ticket prior to the modification of the baggage policy, have the right to respect and apply the rules in force at the time of purchase.

Article 8.2. Baggage Acceptance Conditions. The conditions established by THE CARRIER for the acceptance of Baggage are:

- a) Baggage must be checked in only in THE CARRIER's counters.
- b) All Passengers must properly identify their Baggage, including: name, surname, telephone number, email and permanent address.
- c) In order to check in their Baggage, all Passengers must present a Travel Ticket indicating the flight number, date, time and destination to which the Passenger is going.
- d) All Baggage is subject to inspection, both by the Carrier and by the competent Authorities.

Any Baggage that has any of the characteristics described below may have its acceptance restricted by the CARRIER:

- a) Incorrectly packed baggage.
- b) Baggage that exceeds the maximum dimensions and maximum weight established by THE CARRIER for baggage.
- c) Baggage that may pose a risk to other baggage within the aircraft's baggage compartment, including but not limited to corrosive liquids and sharp objects without adequate cover.
- d) Dangerous and/or Prohibited Goods in accordance with the provisions of the IATA Dangerous Goods Regulations, or government laws or THE CARRIER's regulations.

8.2.1 Limits and Charges for Excess, Overweight, and Oversized Baggage. In case there is excess baggage, overweight, extra pieces of baggage and/or oversized Baggage, additional charges apply that can be consulted directly with THE CARRIER or in the fare rules of the purchased ticket.

8.2.2. Sports Equipment. Some sporting goods are allowed to be transported as Checked Baggage. Sporting goods accepted as Checked Baggage must be properly packed and, under certain circumstances, are subject to an additional service charge to be paid by the Passenger at check-in.

8.2.3 Interline and Codeshare Agreements. The baggage allowance and charges for excess baggage for itineraries that include segments operated by an airline other than THE CARRIER, and except as provided in the special regulations that may be applicable in certain cases, the policy of the carrier airline will be respected.

Article 8.3. Carry-on Baggage.

THE CARRIER allows the Passenger to carry on-board the aircraft, one piece of carry-on with the weight and dimensions established by THE CARRIER in accordance with its free baggage allowance policy.

Additionally, each Passenger may transport in the cabin, under their custody and at no additional cost, some of the following items:

1. Women's handbag.
2. Blanket.
3. Photographic and video equipment and laptops.
4. Items for babies to be consumed during the trip.
5. Folding Baby Seat in use: A baby seat or car seat is allowed for these purposes in case the Passenger has not registered it in the module with their Free Baggage Allowance and it is taken by the Passenger to the boarding lounge.
6. Portfolio.
7. Walkers.
8. Portable Oxygen Concentrators and their batteries properly packed for use.
9. Any mobility aid and other assistive resources (including medications and other medical resources that must be administered) for an Individual with a Disabled Condition, including but not limited to wheelchairs, crutches, canes, walkers, or prosthetic devices for the use of the Passenger. In this regard, the following distinction should be taken into account:
 - a. Wheelchair in use: a wheelchair in use (out of its box and being used by the Passenger) may be carried in addition to your 2 pieces of baggage allowance without charge.
 - b. Wheelchair as baggage: A wheelchair not in use, but required by the Passenger in the destination city, can be carried in addition to his 2 pieces of baggage allowance without charge.
 - c. If a Passenger is carrying 2 wheelchairs, they may be carried in addition to their 2 pieces of Checked Baggage free of charge.

These items can be transported inside the Passenger cabin, in a manner consistent with government requirements regarding the safety of the operation, and regarding the storage of carry-on items. In

accordance with the provisions of the competent Authorities, all Carry-on Baggage must fit in the upper Baggage compartment or under the front seat. Carry-on Baggage that is too large or whose irregular shape does not allow it to fit in the overhead Baggage compartments or under the front seat will not be accepted in the cabin and must be registered as Checked Baggage. Occasionally, there may be additional restrictions regarding carry-on baggage, depending on the capacity of the compartments in the main cabins of certain aircraft. These restrictions may apply even after boarding has begun. Therefore, some Carry-On Baggage may be removed from the Passenger cabin by THE CARRIER and shipped as Checked Baggage. The aforementioned carry-on baggage includes purchases made in Duty Free at the departure airport.

In accordance with the guidelines of the International Civil Aviation Organization (ICAO), the airport authorities of the different countries have adopted the following provisions regarding the inspection of liquids, gels and aerosols transported in carry-on baggage on national and international flights:

- a) All liquids, gels and aerosols must be transported in containers that do not exceed 100 milliliters or its equivalent in other volumetric measures.
- b) The containers must be placed in a transparent plastic bag with a maximum capacity of one quarter liter, the containers must fit comfortably in the transparent plastic bag that must be completely closed.
- c) Exceptions to the above restrictions are: medicines, liquids or gels for diabetics or other medical needs. These items must be accompanied by the respective medical prescriptions. Baby bottles, breast milk or juices in bottles, packaged food for babies or young children who are traveling are also exempt from this measure, as are items purchased in Duty Free stores at airports or on board aircraft, which must be packed in a sealed, tamper-evident container and display satisfactory proof that the item was purchased from the aforementioned airport stores on the day of travel. This applies both to Passengers leaving an airport and to those who are in Transit in it.
- d) THE CARRIER is not responsible for the articles that the Control and Security Authorities of the airports retain, confiscate or prevent them from being carried by the Passengers.

8.3.1. Musical Instruments. Musical instruments such as guitars, violins, drums, trumpets, etc. may be transported as Carry-on Baggage, for which they must be contained in hard-sided cases designed for this purpose. Only musical instruments that can be safely stored in the luggage compartments inside the aircraft are accepted, for example: guitars, trumpets, violins, among others. The policies stipulated for carry-on baggage must be complied with.

Other musical instruments that are presented as Registered Baggage will be accepted only when they have a duly padded hard-sided case inside, to withstand the usual handling of this type of baggage. In certain circumstances, the transportation of musical instruments is subject to additional charges that the Passenger must pay at the time of check-in.

Article 8.4 General Limitation of Liability for Loss, Damage, or Delay in Baggage.

Air Century's liability for loss, damage or delay in delivery of a passenger's checked baggage or other personal property offered to Air Century in connection with air transportation shall be limited to proven loss or damage. Actual value for reimbursement of lost or damaged property will be determined by the original documented purchase price less any applicable depreciation for prior use. Under no circumstances will the liability for loss, damage or delay in the delivery of luggage per passenger exceed USD\$500.00. The CARRIER's liability is subject to the provisions of the Agreements and other applicable laws.

Filing a claim does not entitle the Passenger to immediate compensation. In the case of baggage claims, reimbursement for any expense incurred must be duly proven for THE CARRIER.

The acceptance of a claim does not imply an admission of legal responsibility by THE CARRIER, prior to carrying out the respective investigation. If the Passenger has a claim, it will be analyzed and compensated, if applicable, according to the applicable regulations according to the route flown and under the liability limitations established in the corresponding Convention or other applicable laws.

8.4.1 Items of Value in Checked Baggage or Carry-On Baggage. THE CARRIER is not responsible for the loss of valuables transported in Registered Baggage. All valuables must be included in the Passenger's Carry-on Baggage.

8.4.2 Pre-Existing Damage and Ordinary Wear and Tear. THE CARRIER is not responsible for pre-existing damage (including minor cuts, scratches, dents, and broken zippers as a result of over packaging), or for ordinary wear and tear resulting from normal baggage handling. Air Century reserves the right, as a condition of accepting Checked Baggage, to inspect and document any pre-existing damage, and to note such damage on the "Limited Liability" labels.

8.4.2.1. Damaged Baggage Receipt. When the Passenger delivers to the CARRIER Baggage in poor condition or that in any way is not in suitable conditions to be transported, the "Limited Liability" label will be affixed, when so permitted by applicable regulations, and the Passenger will be informed that THE CARRIER will not be responsible for the condition of the Baggage and for the Damage that arises as a result thereof.

8.4.3 Damages. In case of damage, the person with the right to repair must file a claim with THE CARRIER immediately after discovering the damage, and in any case within a maximum term of 24 hours after receipt of the Registered Baggage. Air Century may deny any claim not filed within 24 hours of the alleged occurrence.

8.4.4 Delays. If the baggage did not arrive on the same flight as the Passenger, the Passenger must report this fact directly to the CARRIER's office before leaving the airport. For this, the Passenger must complete the Baggage Irregularities Report with an authorized agent within a maximum term of 24 hours from the date on which the Baggage should have been made available.

8.4.5. Conditional Baggage/Standby Bag. Any excess over the Free Baggage Allowance is considered as excess baggage and can only be transported by paying an additional fee for this concept that includes any applicable tax. Overweight, oversized and additional pieces are subject to available space on the aircraft. THE CARRIER will do everything possible so that the baggage that is registered with the

Conditional/Standby Bag tag arrives on the same flight in which the Passenger is flying. However, due to the circumstances of the operation, there is a possibility that this baggage will not be transported on the same flight as the Passenger, so it will be sent on the first flight with available capacity. In these events, the Passenger must indicate which pieces must be shipped as a priority.

8.4.6. Special Baggage. Special baggage is considered to be poorly packed baggage, including boxes, or baggage with fragile or perishable items, such as human ashes, sports, electronic or musical items.

Air Century is not responsible for any loss or damage to precious items, nor for deterioration resulting from delayed delivery of any perishable items, nor for damage to fragile items that are improperly packed, if such items are included in the passenger's checked baggage without the knowledge of Air Century. The passenger must identify such items to Air Century at the time of check-in.

This baggage is allowed as long as the Passenger identifies said items to THE CARRIER at the time of check-in and the items have been properly packed. Additionally, said baggage will be allowed under the condition that the Passenger accepts and signs the "Limited Liability" label provided by THE CARRIER, when the foregoing is permitted under the applicable regulations.

8.4.7. Loss Due to Government or Airport Action. Air Century is not responsible for the loss, damage or delay of a passenger's checked baggage, carry-on baggage, wheelchair or assistive device, or any personal items that may result from a security search for such items conducted by an agent of any local, state, or federal agency in charge of airport security screening, or of seizure by an agent of any local, state, or federal agency.

Article 8.5 Unclaimed Baggage. A check for all unclaimed Baggage will be carried out at each airport.

Baggage that has not been claimed by its owner or an authorized representative on his or her behalf (or for which the owner has not filed a claim) after completing the procedures required by applicable law, for a period of six (6) months counted from the end of the flight in which it was registered and/or the moment in which it was found by the airline, it will be understood as abandoned, in which case the CARRIER may dispose of said Baggage, delivering it to non-profit entities as it sees fit and without any liability to the CARRIER..

CHAPTER 9 – **ADMINISTRATIVE FORMALITIES**

Article 9.1. Service at Counter.

9.1.1. International Travel Requirements. All Passengers boarding an international flight must present themselves at the CARRIER's counter at the airport at least three (3) hours before the departure time of their flight.

In the event that the Passenger does not comply with the obligation to appear with the anticipation established in this Contract, he will lose his right to be embarked and his reservations will be canceled.

These policies may have some variation, which is why THE CARRIER must be consulted regarding the advance time requirements with which the Passenger must appear at the airport.

Article 9.2. Administrative Formalities.

9.2.1. General. The Passenger is responsible for all the necessary documents for their trip, including passports, visas, tourist cards and any additional or special requirement or document required by the legal and regulatory provisions in force in the countries of departure, transit and destination. The Passenger must comply with the rules and procedures established by the Authorities of said countries in matters of migration, customs, health, security and border control.

The information service provided by THE CARRIER on these matters does not exclude the direct responsibility of the Passenger to investigate, know and comply with the regulations related to these matters. THE CARRIER is not responsible for the refusal to enter a country due to non-compliance with these regulations or for the consequences or any Damage suffered by the Passenger who has not complied with the obligations mentioned above.

9.2.2. Travel Documents. The Passenger must present all the entry, exit and Transit documentation, health documents and others, required by the laws or regulations in force in the countries involved and allow THE CARRIER to keep a copy if necessary.

9.2.3. Refusal of Entry. The Passenger who is denied entry to a territory by the authority must pay all expenses resulting from said event. The cost of the ticket paid by the Passenger to reach the country where he/she was not admitted is non-refundable, nor is any expense incurred by the Passenger for said refusal.

9.2.4. Customs Controls. If the competent authority so requests, the Passenger must attend the inspection of their Registered and Carry-On Baggage. In no case will THE CARRIER assume responsibility for delays, losses or Damage to Baggage, which may arise from this type of inspection.

9.2.5. Security Controls. The Passenger must submit to all security controls at the request of the official government or airport authorities or at the request of THE CARRIER..

CHAPTER 10 - **OVERBOOKINGS**

Article 10.1. Overbookings. In certain events, the flights operated by THE CARRIER may lead to an overbooking that results in THE CARRIER's inability to provide previously reserved and confirmed spaces for a specific flight. In these cases, THE CARRIER's obligations shall be those contained in the applicable laws and regulations regarding oversold flights, and in the event that there is no conflict with these provisions, the provisions of Article 10.2 shall apply.

Article 10.2. Procedure and Compensation in Overbookings. The procedure to apply in the case of an oversold flight is as follows:

10.2.1 Volunteer Request. This procedure consists of informing people that they are booked on the oversold flight and trying to find Passengers whose Itineraries are flexible and who are willing to offer their seat, in exchange for compensation. This compensation will be established by THE CARRIER when there is no applicable legal provision.

In case of overbooking, when the Passenger does not have a seat and is not a volunteer, he will be identified by THE CARRIER as Involuntary. When this involuntary Passenger is not boarded on the flight that was originally reserved, the compensation established by the applicable legislation or the compensation established by THE CARRIER will be applied when there is no applicable legal provision. THE CARRIER may modify the amount of the compensation and its conditions, complying in all cases with the applicable legal provisions.

10.2.2. Compensation. Except as required by applicable laws for certain events, THE CARRIER does not use cash as a form of voluntary or involuntary compensation. THE CARRIER uses travel Credits. These credits will be issued on the date and place of the overbooked flight. If the Passenger agrees to be a Volunteer, at the time the travel credit is issued, the Passenger releases the Carrier from any remaining liability. Travel credits can be used for: purchase of fares on tickets, payment of Excess Baggage, payment of penalties, payment of fare differences, and in any case the conditions and restrictions set forth therein will be applicable. Unless otherwise provided, travel credits are not valid for the purchase of services provided by other airlines. These certificates are non-refundable and have no residual value. The amounts for which the certificates will be issued will be established by THE CARRIER based on the compensation policy in force at the time of the irregularity. If a passenger receives compensation, they cannot request penalty or refund exceptions for the ticket.

10.2.3. Boarding Priority. THE CARRIER will address and board the Passengers in the following order of priority in cases of overbooking:

1. Passengers with disabilities.
2. Unaccompanied minors.
3. Executive Class passengers and those with preferential status
4. Passengers with confirmed seats regardless of the order in which they checked in.
5. Passengers without confirmed seats depending on the order in which they were registered. The latter is governed by the rules established by THE CARRIER.

10.2.4. Carriage of Overbooked Passengers. Passengers for whom THE CARRIER could not provide a confirmed space due to overbooking, will be accommodated by THE CARRIER on alternate flights, in accordance with the following order of priority:

1. On the next available flight operated by THE CARRIER at no additional cost to the Passenger regardless of the class of service or if the Passenger was voluntarily or involuntarily denied boarding.
2. On another airline's flight as long as the Passenger requests it, the Carrier accepts it, and there is confirmed availability of the other airline and the arrival time of said flight is earlier than that of the next flight operated by THE CARRIER.

10.2.5. Limit of Liability. Without prejudice to the provisions of the special laws that are applicable for certain events, the acceptance of the certificate by the Passenger constitutes the compensation given to him by THE CARRIER for the overbooking and releases the CARRIER from any subsequent liability.

CHAPTER 11 - **CONDUCT ON BOARD**

The Passenger is obliged to abide by the instructions of THE CARRIER and its staff at any time and during the flight. In accordance with the Law, the flight commander is the highest authority on board the aircraft, so the other crew members and all the Passengers during the trip will be under his authority.

The Passenger must refrain from any act that may threaten the safety of the flight, the crew, their own safety and that of other people or things on board. When events occur that may cause or cause inconvenience, that are contrary to laws, regulations and procedures, or that may compromise the safety of the flight, the Passengers, the crew, the property of THE CARRIER or the Passengers, the crew of the respective flight has full autonomy to take the actions it deems pertinent in order to manage and control the situation. Said actions may lead to the disembarkation of a Passenger, the refusal to transport said Passenger, the immobilization of the Passenger when required and any other measure that is necessary.

Article 11.1. Articles of Prohibited, Restricted and Permitted Use. The following items are considered of prohibited, restricted, and permitted use on board:

11.1.1. Items of Prohibited Use. These are items that cannot be used at any time while the Passenger is on board the aircraft. These include, but are not limited to, the following: AM/FM Radios, Wired Gaming or Computer Peripheral Units, Remote Control Toys, Televisions, Two-Way Transmitters (Citizen Band, Amateur Radio eg Walkie Talkie), VHF Auto Search Receivers, wireless mouse, and any electronic remote control device that signals/controls another electronic device, among others.

11.1.2. Items of Restricted Use. Restrictions allow some portable electronic devices to be used on board. The Passenger must consult THE CARRIER before using any electronic equipment. The following items are permitted on board the aircraft while the door is still open, and after landing: cellular/mobile phones, wireless modems, GPS using external antenna cable, PDAs with two-way communication, calculators/portable game consoles, compact disc players, magnetic or digital tape recorders, personal computers with mouse, video cameras, among others.

The use of portable electronic devices on board the aircraft when it is above 10,000 feet and the cabin crew makes the corresponding announcements, includes the following devices: portable cameras and video recorders, calculators, recorders, electronic games, music players, personal computers, handheld video game consoles, tablets, and cell phones in airplane mode only.

11.1.3. Items of Permitted Use. These are items that can be used at any time inside the aircraft. These include: equipment installed by THE CARRIER, electronic watches, hearing aid devices, implanted medical devices, noise reduction hearing aids, vital medical support equipment, personal oxygen concentrators, among others.

Article 11.2. Actions Against Security. Among other actions, Passengers must refrain from:

- a. Unfasten your seat belt or get up from your seat at times not authorized by the crew.
- b. Operate during the flight or its preparatory phases, as indicated by the crew, restricted use items in accordance with the provisions of this Contract and as indicated in the aircraft's security card.
- c. Steal or misuse life jackets and other emergency equipment or other existing elements on board the aircraft or at airports.
- d. Steal blankets, pillows or any other item, equipment or property belonging to THE CARRIER or other Passengers.
- e. Obstruct or destroy the fire alarm and detection systems or other equipment installed in the aircraft.
- f. Smoking in any part of the aircraft.
- g. Assuming attitudes or expressing comments that may generate panic among other Passengers.
- h. Disrespect, insult or physically or verbally attack any of the Passengers or crew members of the aircraft or ground personnel serving it.
- i. Carry on board the aircraft or at the airports, weapons, or cutting, sharp or blunt elements that can be used as a weapon.
- j. Assuming obscene conduct or performing obscene acts.
- k. Entering the aircraft in a state of alcoholic intoxication or under the influence of drugs or prohibited substances.

- I. Any other act or fact that is considered improper by THE CARRIER, the competent Authorities and the rules and good customs.

The crews are empowered to take the actions they deem necessary to prevent and control prohibited conduct.

CHAPTER 12 – **SCHEDULES and OPERATIONS**

Article 12.1. Policies.

Air Century uses reasonable efforts to transport you and your baggage from your origin to your destination with reasonable clearance. Published itineraries, flight times, aircraft types, seat assignments, and similar details reflected on the ticket are not guaranteed and do not form part of this contract. Air Century may substitute alternative carriers or aircraft, change their schedules, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket as required by its operations, at Air Century's sole discretion.

Hours are subject to change without notice. Except as provided in this Contract of Carriage, THE CARRIER shall not be responsible for making connections, for not operating a flight according to the itinerary, for schedule changes, seat assignment or aircraft type changes, or for revision of the routes by which THE CARRIER takes the passenger from its origin to its destination.

12.1.1 THE CARRIER shall have no responsibility if the flight cancellation, deviation or delay is due to unforeseen circumstances or force majeure.

12.1.2. The ramp delay contingency plan is posted on the website and is available at <https://www.aircentury.com/home/tarmac-delay-plan/>.

12.1.3. In the event of a prolonged ramp delay at an airport in the United States on a flight operated by an airline partner in a codeshare agreement of THE CARRIER, the contingency plan for ramp delays of the operating airline will apply.

CHAPTER 13 - **SERVICE ON BOARD**

Article 13.1. General. The on-board service represents an added value offered by THE CARRIER to its Passengers and does not constitute a duty for THE CARRIER. THE CARRIER will determine, as it deems appropriate in accordance with the conditions of the flight, the on-board service to be provided.

Article 13.2. Policies. THE CARRIER reserves the right to modify its on-board service policies.

CHAPTER 14 – **COMMERCIAL AGREEMENTS**

THE CARRIER may provide the transportation services contracted directly through its operation or through cooperation agreements with other airlines or modes of transportation, such as:

Article 14.1 Codeshare Agreements.

For codeshare services on flights operated by another airline, THE CARRIER is responsible for the entire codeshare trip for all obligations with Passengers established in their Contract of Carriage.

The rules included in THE CARRIER's Contract of Carriage regarding the issuance and modification of tickets shall be governed by the conditions established by the marketing airline, leaving THE CARRIER free of any liability. Each codeshare partner has rules regarding the operation of its own flights, some of which may be different from those that THE CARRIER has for flights operated by it. Policies that may differ between THE CARRIER and its codeshare partners include, but are not limited to, the following:

1. counter check-in time limits;
2. minors traveling alone;
3. transport of animals;
4. refusal to transport;
5. oxygen services;
6. irregular operations;
7. denied boarding compensation;
8. baggage acceptance, baggage allowance and liability;
9. special services.

Passengers should review the rules for flights operated by other airlines under a Codeshare Agreement and should familiarize themselves with topics such as check-in requirements and policies regarding unaccompanied minors, transportation of animals, denied boarding, oxygen etc.

In any case, the airlines will comply with the legal information requirements regarding the Passenger who is the operator of the relevant flight.

Article 14.2. Interline Agreements. Interline agreements are those used to provide transportation using the services of one or more airlines, and under which the participating airlines agree to each other's baggage and ticket policies. Said agreements also contemplate the method of distribution of income and commissions or service charges derived from these services among the airlines participating in the transport, which will be applied at the time of reimbursement.

Article 14.3. Connections. THE CARRIER will seek to facilitate the connections of the Passenger and his luggage with the airlines with which it has agreements, without assuming any obligation to guarantee that they will be carried out.

Any event where the Passenger makes connections with other airlines through separate tickets will not be considered or treated as a Connection, unless they are issued jointly and are intended to constitute a single transportation contract.