

VIII. PASSENGERS' RIGHTS ACCORDING TO THE CHILEAN AERONAUTICAL CODE, APPLICABLE TO OPERATIONS IN CHILE.

VIII.I. Denied boarding due to overbooking

In case of denied boarding due to overbooking, the Passenger shall have the rights set forth in Articles 133 and 133A of the Chilean Aeronautical Code.

In the event that the Carrier foresees that they will have to deny boarding to one or more Passengers who have shown up in a timely manner and whose Ticket was previously confirmed on a given flight due to overbooking, they must first request that volunteers show up to give up their reservations in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier.

If there are not enough volunteers to give up their seats so that the remaining Passengers holding a confirmed ticket can board the corresponding flight, the Carrier can deny boarding to one or more Passengers against their will. These Passengers will have the right to:

1. Passenger's choice:
 - a) Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
 - b) To receive reimbursement of the full amount paid for the ticket if the Passenger withdraws from the air transportation contract only if the trip has not begun; or
 - c) If the trip with stopovers and/or connections had already started, the Passenger can choose to:
 - i. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
 - ii. Receive a refund of the unused part; or
 - iii. Return to the starting point and receive reimbursement of the ticket price.
2. To receive compensation for denied boarding up to an amount calculated based on the following table:

Distance of denied boarding flight (in km)	Between 1-3 hours delay on arrival time at destination	Between 3-4 hours delay on arrival time at destination	above 4 hours of delay on arrival time at destination
<i>Less than 500 km</i>	2 UF	2 UF	<i>2,5 UF</i>
<i>Between 500 km and 1.000 km</i>	3 UF	3 UF	<i>3,75 UF</i>

<i>Between 1.000 km and 2.500 km</i>	4 UF	4 UF	5 UF
<i>Between 2.500 km and 4.000 km</i>	8 UF	10 UF	10 UF
<i>Between 4.000 km and 8.000 km</i>	12 UF	15 UF	15 UF
<i>More than 8.000 km</i>	16 UF	20 UF	20 UF

Regarding the above compensations, Passengers must keep in mind:

- a) A Passenger who accepts such compensation may not subsequently bring an action against the Carrier for the same reason, without prejudice to the infringements and compensations established in Law No. 19,496, which sets forth rules on the protection of consumers' rights.
 - b) If, in accordance with the provisions of 1a of point 1 above, the Passenger is embarked on the next flight the Carrier has available, and the difference in departure time with respect to the flight originally booked is less than three hours, no compensation shall be granted for denied boarding.
3. If the Passenger decides to continue with the contract in the event of denied boarding, they shall be entitled to receive the following assistance from the Carrier:
- a) Communications that the Passenger needs to make, whether by telephone, electronic or other similar means, if there is a difference of more than three hours in the scheduled time of departure for the flight initially booked;
 - b) Meals and snacks, equal to at least 0.5 unidades de fomento (Chilean unit of currency not expressed in pesos) when the time between the scheduled departure time of the originally booked flight and the new departure time is equal to or more than two hours. Upon expiration of the above time period, the Passenger shall be entitled to a new benefit, for the same cost, every time an additional three hours of waiting time passes. These benefits shall be provided within each corresponding period, shall not be cumulative, and will not apply if the Passenger is not physically present at the airport, or if the benefits of letter c) below apply;
 - c) Accommodation for return and outbound Passengers who were denied boarding at a connecting point, who do not reside in the city, town or area of the departure airport, in the event that they are offered a new flight, of which the departure is at least on the day following the scheduled departure on the Ticket, provided that the Passenger must stay one or more nights, and the waiting time to board the other

flight requires it. For these purposes, "night" shall be defined as the time between midnight to 6 a.m.;

- d) Transfer from the airport to the Passenger's place of residence in the city, town or area surrounding the departure airport, or to the place of accommodation, and back again, if applicable; and
- e) The necessary arrangements and services to continue the trip, in case the Passenger misses a connecting flight that has been confirmed.

For the purposes of this section, a Ticket shall be considered as confirmed, with respect to the points of departure and destination indicated therein, including intermediate points of connection or stopover, to the extent that it is established that the reservation or the Ticket has been accepted and registered by the Air Carrier or its authorized agent. "Stopover and/or connecting journey" is understood as a journey which includes a point of departure and one or more intermediate points of stopover and/or connection on arrival at the destination, when these are part of the same contract.

Without prejudice to other additional services that the Carrier may offer, depending on the circumstances and the special condition of the Passenger, in the event of denied boarding the Carrier shall embark, as a priority, unaccompanied children, people with disabilities, elderly or health-sensitive Passengers, pregnant women who, due to their condition, require preferential boarding and, in general, Passengers who, for humanitarian reasons qualified by the Carrier, must be embarked first.

VIII.II. Delays and cancelations

The Carrier is required to comply with transporting Passengers on the date, schedule and other agreed terms and conditions. However, the Carrier can suspend, delay and cancel the flight or modify these terms and conditions on grounds of force majeure or for safety reasons such as bad weather, armed conflicts, civil unrest or threats against the aircraft. In such cases, any of the contracting parties may rescind the contract, being each one responsible for their own losses.

Notwithstanding the foregoing, in the event of a flight delay or cancellation the Passenger will be entitled to:

1. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract; whether the flight has not yet departed or did depart but is on a stopover and/or connection.
2. Receive the assistance benefits indicated under the heading 3 of section VIII. I.- "Denied Boarding for overbooking" above, provided that the cause of the delay or cancellation is attributable to the Carrier.
3. Receive compensation for the damages that may have been caused if the delay or cancellation is due to reasons attributable to the Carrier, in accordance with the following:

- a) *Domestic flights*: The compensation of the damages incurred in domestic flights shall not exceed 250 UF for each of the affected Passengers, and shall proceed in the following cases:
- i. If the delay is longer than three hours with regard to the departure time scheduled on the Airline Ticket, or four hours on flights using aircraft designed for a capacity of up to 29 seats.
 - ii. At the time of cancelation, unless the Passenger is informed and offered to take another flight that allows them to leave for their destination with no more than three hours of delay with regard to the scheduled departure time, or four hours on flights using aircraft designed for a capacity of up to 29 seats.

Any change in the itinerary, due to an early arrival, delay or cancellation of the flight, the Carrier will inform the Passenger by written communication through the most efficient means possible, indicating the reason for the change. For the purposes of communicating these changes or others that are necessary regarding this Contract, the Passenger must inform the Carrier, directly or through its authorized agents, of their contact details, such as address, telephone number and e- mail, when booking or purchasing their Ticket.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that they took the necessary measures to avoid the event causing the delay, or that such measures were impossible for the Carrier to take.

- b) *International flights*: In case of damage caused by delay in the carriage of Passengers, the liability of the Carrier shall be limited to 5,346 Special Drawing Rights (of the International Monetary Fund) per Passenger. Such limit shall not apply if it is proved that the damage is the result of an act or omission of the Carrier or its employees or agents, with intent to cause damage, or recklessly and knowing that it would probably cause harm; provided that, in the case of an act or omission of an employee or agent, it is also proved that they acted in the exercise of their functions.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that they, their employees and agents took all the reasonably necessary measures to avoid the event causing the delay, or that such measures were impossible for the Carrier, their employees or the agents to take.

4. To receive reimbursement of the total amount paid for the Ticket or of the unused portion, as the case may be, if the Passenger decides not to continue with the contract and the periods of section 3 above have passed whether or not the Carrier is responsible for the cause of the delay or cancelation.

VIII.III Refund of fees

If the trip is not verified, whether for any reason attributable to the Carrier, the Passengers or for reasons of security or supervening force majeure, the taxes, charges or aeronautical rights paid by the Passenger will be returned by the Carrier whether the Passenger requests it or not, within 10 days, through the same payment method used to pay for the air ticket. However, if such reimbursement has not been made or if payment in cash has been verified, the Carrier shall contact the Passenger so that they provide information on how they would like to receive this reimbursement, which must happen within a maximum period of ten days from the date the trip should have been verified. Such restitution shall be made within a maximum period of ten days after the Passenger provides the Carrier with the necessary information for this purpose. In case of unjustified delay, such reimbursement shall increase by fifty percent in favor of the Passenger every thirty days. Once the first thirty-day period has expired and the Passenger has not received reimbursement, the Passenger may choose to request reimbursement from the authorized agent who made the sale, or to persist with the reimbursement and surcharges in accordance with the aforementioned.

In case of reservations that include several tickets, the taxes, charges or aeronautical rights of those trips of the reservation that have not been verified will be refunded to the payment method used by the person who paid for the reservation.

In case of taxes that have not been included in the amount paid (i.e., they were collected directly by the airport), the Passenger must request their reimbursement directly to the respective airport authority, in accordance with the applicable regulations.

VIII.IV. No additional charges for unintentional upgrades

In the event that the Carrier accommodates a Passenger in a higher class than the one paid for, and this is the result of any circumstances beyond the Passenger's control, the Carrier may not demand any additional payment.

No agent, employee or representative of the Carrier has the authority to change or waive any provision or term of these General Conditions.

VIII.VI Inability to travel due to medical conditions

The date scheduled for a trip may be modified, or a refund of the amount paid may be requested, if the Passenger proves, through a medical certificate, that he/she is unable to travel. The medical certificate must indicate the reason for the inability to travel and the period or dates between which the Passenger is unable to travel by air. The Passenger must notify the Carrier of the change before the scheduled flight time, and must present the respective medical certificate within twenty-four hours of the notice. If the Passenger chooses to request a refund of the amount paid, this will be made within thirty days of the

original scheduled date of travel. Should the exchange be made for a Ticket of higher value, the Passenger shall pay the difference. The new travel date may be set up to one year from the original scheduled travel date. This right may also be claimed by the Passenger's spouse or civil partner, his/her parents and children, provided that they are included in the same reservation.

The inappropriate use or counterfeiting of such medical certificate shall be punished in accordance with the provisions of Article 202 of the Chilean Penal Code.

VIII.VII Limiting the request for consecutive order of travel sections. In the case of domestic air transportation services or cabotage that are divided into sections and/or round trips, the non-use of any of the segments may not cause the denial or condition the use of the rest of the segments, if the Passenger shows up at the check-in and boarding gate in due time.

VIII.VIII Adjoining seats for minors. The Carrier shall take the necessary measures to ensure that children under 14 years of age travel in seats next to at least one adult member of their family or an adult included in the same reservation.

VIII.IX Assignment of Passenger Ticket

For cabotage or domestic flights within Chile, the Passenger may assign freely and free of charge their right to be transported for one-way and/or return journeys.

The assignment may only be made up to twenty-four hours prior to the flight, and shall be perfected by means of the individualization of the assignor and the assignee in the digital form that the Carrier shall provide for such purpose on its official website. In such document, the Carrier may also request the data that will allow the identification of the ticket and other aspects necessary to ensure the correct assignment of the rights. The aforementioned may also be done personally at the ticket sales offices, airport counters and authorized agencies of the Carrier. Once the above information has been entered, the assignor will receive a receipt of the assignment of the rights.

It will be the sole responsibility of the assignor that the information provided is accurate and correct.

Notwithstanding the provisions of the preceding paragraphs, the assignment of the corresponding rights may be done only between natural persons and only once for each Passenger ticket, and any subsequent transfer by the assignee shall be null and void. Likewise, in a calendar year, the Passenger may only assign their right up to a maximum of two times per carrier, at the rate of one assignment for each six-month period.

In no case may such assignments be made for profit, nor as a commercial activity or on a regular basis. Notwithstanding the foregoing, assignments carried out by virtue of this article, provided that they are made up to the maximum number of times indicated in the preceding paragraph, shall not constitute habitual activity. Anyone who, in disregard of the provisions of this paragraph (paragraph seven of article 131 bis of the Aeronautical Code), assigns their right to be transported on a cabotage flight, or enables such assignment, shall be sanctioned with a fine of between eleven and twenty monthly tax units. The same penalty shall be imposed on the assignee of the aforementioned right who, in disregard of the provisions of the fifth paragraph of Article 131 bis, transfers it again, under any title, or on the person who enables such operation. In case of repeating the aforementioned conducts, the penalty shall be short-term imprisonment in its medium degree and a fine of twenty-one to thirty monthly tax units.

VIII.X Right of withdrawal

For purchases through JetSMART.com and the Contact Center, the right of withdrawal established in Article 3 bis letter b) of Law No. 19.496 on Consumer Rights Protection does not apply. Without prejudice to the foregoing, the Passenger shall have the right to unilaterally terminate the air transportation contract on cabotage or domestic flights within Chile, within forty-eight hours after purchasing a Ticket, for trips purchased at least seven calendar days prior to the scheduled departure date and time of the flight. Passengers, under these conditions, may cancel the Contract and receive a full refund of the amount paid, without incurring any penalty.

However, in the event that the scheduled departure of the flight takes place within one hundred and eighty days or more from the date of purchase of the Ticket, the withdrawal period may be applied within seven days after the conclusion of the air transportation contract. In these cases, the Passengers, likewise, will receive a full refund of the amount paid, without penalty, and the agreement will be rendered null and void.

To exercise this power, the Carrier shall have a digital form for this purpose, available on the official website www.jetsmart.com, where the Passenger may declare their free and expressed will to withdraw. The aforementioned may also be done personally at the ticket sales offices, airport counters and authorized agencies of the Carrier, if any.

The refund resulting from the exercise of the right of withdrawal shall be reimbursed by the Carrier, whether or not requested by the Passenger, within ten days, through the same payment method used to pay for the Ticket. This term shall be extended to thirty days in the aforementioned cases, in which the scheduled departure of the flight takes place within one hundred and eighty days or more from the date of purchase of the Ticket.

However, if such reimbursement has not been made or if payment in cash has been verified, the Carrier shall contact the Passenger so that they provide information on how they would like to receive this reimbursement, which must happen within a maximum period of ten

days from the date the trip should have been verified. Such reimbursement shall be made within a maximum period of ten days after the Passenger provides the Carrier with the necessary information for this purpose. In case of unjustified delay, such reimbursement shall increase by fifty percent in favor of the Passenger every thirty days.

Once the first thirty-day period has expired and there is no verification that the Passenger has received their reimbursement, the Passenger may choose to request reimbursement from the authorized agent who made the sale, or to persist with the reimbursement and surcharges in accordance the previous paragraph. The foregoing, without prejudice to the right of the authorized agent to reimburse the Carrier, when applicable.

VIII.IX Contact Information and Dispute Resolution

In case of any questions related to the trip, the Passenger may contact the Company by telephone, ask questions through social networks or browse the frequently asked questions available on the Company's website. More contact information is available in the "Help Center" section of the website at <https://jetsmart.com/cl/es/centro-de-ayuda/>

In turn, in the event of any dispute, complaint or claim, the Passenger shall have the right to go before the court having jurisdiction in accordance with the provisions set forth in the Chilean Aeronautical Code and Law 19.496 on Protection of Consumers' Rights.

IX. PERU AND COLOMBIA: PASSENGERS' RIGHTS ACCORDING TO THE DECISION 619 OF THE ANDEAN COMMUNITY IN PERU AND COLOMBIA, APPLICABLE TO OPERATIONS IN PERU AND COLOMBIA.

IX. Denied boarding due to causes attributable to the Carrier

In case of denied boarding due to overbooking, the Passenger shall have the rights established in the pertinent norms of Peruvian and Andean Community legislation applicable to Passengers boarding from/to Peru, and the Colombian regulations applicable to passengers boarding from/to Colombia as the case may be.

In the event that the Carrier foresees that they will have to deny boarding, they will have to ask for volunteer Passengers to give up their seats in exchange for certain benefits to be agreed between the volunteers and the Carrier. Voluntary Passengers shall additionally receive assistance in accordance with the provisions of paragraphs a) and e) of the following paragraph, as applicable.

If the number of volunteer Passengers is not enough to transport the remaining users who have confirmed a reservation, the Carrier may deny boarding to other Passengers against their will, in which case they must provide compensation, reimbursement and assistance under the terms indicated in the following point.

IX.II Right to compensation

In the event of cancellations, interruptions or delays in which reimbursement has not taken place, or in the case of any other event attributable to the air carrier, and in the context of overbooking, an alternative transport shall be provided and, if this is not possible, the Passenger shall be compensated in accordance with the following:

1. Delays. When there is a delay in the start of the flight (or during take-off) and, therefore, the scheduled time of the authorized flight is not complied with, the following shall be considered:
 - a) When the delay is more than two (2) hours and less than four (4) hours, the Passenger shall be provided with a snack and a free communication by the most appropriate means, equivalent to a telephone call not exceeding three (3) minutes, to the Passenger's chosen destinations.
 - b) When the delay is more than four (4) hours and less than six (6) hours, in addition to the above, the Passenger must be provided with food (breakfast, lunch or dinner, depending on the schedule); and,
 - c) When the delay is more than six (6) hours, in addition to the above, the Carrier must compensate the Passenger in accordance with the provisions of paragraph e) of this numeral. In this case, the Carrier must also provide lodging in cases when overnight stay is necessary, transportation costs, or reimbursement (immediately if they are not in their usual place of residence), at the Passenger's choice, unless the Passenger voluntarily agrees to extend the wait when it is foreseeable that the flight will take place within a reasonable time.
2. Interruption of transport. In the event of interruption of transport, if the Passenger does not opt for the refund of the proportional part of the price corresponding to the leg not covered, they will be compensated for the delay until the restart of the trip, as indicated in paragraph a) above as appropriate.
3. Cancellation. In cases where the Carrier decides to cancel the flight when the Passenger has confirmed reservation, and the net value of the ticket has not been reimbursed or a substitute flight has not been obtained for the same day, the Carrier will cover the costs of accommodation where overnight stay and transfer is necessary. In addition, if there is a delay before the cancellation of the flight, the Passenger will receive the compensation provided in subparagraph a) above, as appropriate.
4. Overbooking. If boarding is denied due to overbooking, and the Passenger has a confirmed reservation and has punctually shown up at the airport, the Carrier must arrange for the Passenger to travel to their final destination on the next flight that has available space from the Carrier itself, on the same date and route. In the event of not having any available flight, the Carrier must make the necessary arrangements on its own behalf, to embark the Passenger on another air carrier as soon as possible.

5. Additional compensation. The Carrier must compensate the Passenger with a minimum amount of 25% of the value of the missing route, payable in cash or in any other form accepted by the Passenger, such as tickets on the routes of the Carrier, vouchers for the purchase of tickets, recognition of miles, etc., in the following cases:
 - a) Overbooking, if there is no direct agreement with the Passenger by which they agree not to travel voluntarily on the scheduled flight.
 - b) Delay of more than six (6) hours of the scheduled time, due to causes attributable to the Carrier.

For the purpose of calculating the cost of the journey to be compensated, the net value of the ticket paid shall be multiplied by the ratio of the distance of such journey over the total distance.

6. Transit and Connections The above compensations shall also apply as appropriate to Passengers in transit or in connection flights, who cannot continue their trip for reasons attributable to the Carrier.

IX.III Endorsement of Air Ticket

For domestic flights in Peru, in any mode, Passengers may endorse or transfer the purchased service in favor of a third party that is fully identified. Likewise, Passengers may postpone the contracted flight as agreed, and must give prior and reliable notice to the Carrier no less than twenty-four (24) hours prior to the scheduled date and time of the contracted flight. The Passenger may request these changes through the Contact Center, paying only for the expenses related to the issuance of the new air ticket, which must not exceed the actual cost of such issuance, including the fare difference, if any. In case of delay of the contracted flight, the request for a new date will be subject to the availability of flight and space in the Carrier's aircraft on the requested date.

Likewise, if the Passenger purchases round-trip air tickets or air tickets for multiple destinations or segments and is not going to use any of the segments, the Passenger shall have the right to use the following destinations or segments, unless the consumer has another reservation or air ticket for the same route between the dates included in the air ticket which segment the Passenger wishes to maintain, by notifying the Carrier at least twenty-four (24) hours prior to the departure of the first flight.

X. ARGENTINA: PASSENGERS' RIGHTS ACCORDING TO MEYOSP 1532/1998 RESOLUTION, APPLICABLE TO OPERATIONS IN ARGENTINA.

X.I Denied boarding and delayed baggage claim

In case of denied boarding due to overbooking, the Passenger shall have the rights set forth in the corresponding regulations of the Argentine jurisdiction, applicable to Passengers boarding from/to Argentina and domestic transportation, as the case may be.

If due to operational, technical or commercial circumstances, the Carrier cancels or delays a flight or baggage claim for more than FOUR (4) hours, or denies boarding because they cannot provide previously confirmed space (overbooking), or fails to make a stopover at the Passenger's stopover or destination point, or causes a Passenger to miss a connecting flight for which they had a confirmed reservation, the Passenger shall be entitled to:

1. Mandatory placement on the immediate subsequent flight of the same Carrier to their destination, or
2. The endorsement of their transport contract, including confirmed space connections, when it is acceptable for the Passenger, or
3. Be taken on another route to the destination indicated in the contract, on the services of the Carrier or on the services of another carrier, or by another means of transport. In the latter cases, subject to space availability.

If the total of the fare, excess baggage charge, and any other applicable service fee for the new route is higher than the refund value of the ticket or applicable portion of the ticket, the Passenger will not pay any additional fare or charge and the Carrier will refund the difference if the fare and charges for the rescheduled route are lower:

1. Compensation for denied boarding according to Carrier regulations,
2. the immediate refund, if applicable, of the price of the unused transport contract, in accordance with the payment methods used.

Those Passengers who voluntarily and expressly accept the compensation for denied boarding and to engage in transport under any of the conditions detailed in this paragraph, shall not be entitled to make any subsequent claim to the Carrier, without prejudice to being benefited with the incidental services provided by the Carrier at their expense in this situation.

In addition, the Carrier shall provide the Passenger with the following incidental services free of charge:

1. Telephone or cable communication to the destination point and local communications.
2. Meals and snacks according to the waiting time until boarding another flight.
3. Hotel, airport or city accommodation when the delay of a flight exceeds FOUR (4) hours.
4. Ground transportation to and from the airport.

The Carrier shall be exempt from providing the above-mentioned incidental services to its Passengers in cases where, as a result of weather conditions, the flight is canceled or delayed, baggage delivery is delayed, a stopover cannot be made at the Passenger's stopover or destination point, or a connecting flight for which a confirmed reservation was made is missed. However, in such cases, the Carrier shall make every effort to ensure that

the Passenger is adequately and truthfully informed of the delays caused by such circumstances until the service is provided or resumed or re-routed through the services of another Carrier or alternative means of transport.

X.II Information on Argentina's aeronautical authority for user complaints related to air transportation.

Información sobre autoridad aeronáutica Argentina para reclamos de usuarios de transporte aéreo. To file a complaint with the aeronautical authority of the Republic of Argentina, please click here:

<http://www.anac.gov.ar/anac/web/index.php/2/396/reclamos-transp-aereo/reclamos>

X.III Right to withdrawal doesn't apply

For purchases through JetSMART.com and the Contact Center, the right of withdrawal established in Article 34 of Law No. 24.240 does not apply (in accordance with the provisions of Article 63 of Law 24.240, Article 2 of the Aeronautical Code and Article 10 paragraph a) second paragraph of Annex I of Resolution MEOySP 1532/1998).

X.IV For domestic transportation in the Argentine Republic, the rules of the Argentine Aeronautical Code and Resolution 1532/1998 of the MEyOySP shall be exclusively applicable, without exception.

XI. BRAZIL: PASSENGERS' RIGHTS ACCORDING TO THE AIR LEGISLATION REGULATING AIR TRANSPORT IN BRAZIL: FEDERAL CONSTITUTION, BRAZILIAN AIRCRAFT CODE, CIVIL CODE, CONSUMER PROTECTION CODE AND ANAC (NATIONAL AGENCY NATIONAL AGENCY) RESOLUTIONS

Currently in Brazil, in addition to the specific provisions that apply to national air transport (within the Brazilian national territory), established in the rules mentioned above, we highlight the rules that refer to the "General Conditions of Air Transport", regulated by the Resolution No. 400/2016 and No. 280 of the National Civil Aviation Agency - ANAC. Air transport is also governed by the Montreal Convention (Decree 5910/2006).

These rules define the new rights and duties of air Passengers and consolidate the relevant regulations. Below, the main rules applicable to air transport in Brazil are presented:

XI. I Obligations prior to air transport

1. Information regarding the flight offer

The company must inform in detail, in Portuguese, to allow the Passenger to understand immediately, easily and clearly all the services they offer and also clarify:

- a) The total amount (ticket price and taxes) to be paid in national currency, as well as the final amount;

- b) All transport rules, as well as the cancellation and modification of the contract with possible penalty;
- c) Time of stopover and connection and eventual change of airports; and
- d) Baggage allowance rules sent and the amount to be paid in case of excess baggage

The carrier will offer the Passenger at least one ticket option in which the fine for reimbursement or change of reservation does not exceed 5% of the total value of air transport services

2. Air ticket receipt.
The airline must present to the Passenger a proof of purchase that contains: name and surname of the Passenger, date and time of flight, procedure and time of boarding, products and services purchased and validity of the ticket (if it is within a period of one year).
3. Correction of name in the air ticket
The error in the name or surname must be corrected by the airline without charge, at the request of the Passenger, if the Passenger requests this until the time of check-in. In case of an error in the name on an international interline flight (provided by more than one airline), the correction costs can be transferred to the Passenger.
4. Breach of contract by the Passenger
It is forbidden to charge a fine in excess of the ticket amount, and airport fees cannot be part of the calculation of the fine. In case of reprogramming the ticket, the Passenger must pay or receive: the variation of the airport fare (if applicable); and the difference between the value of the services at the time of hiring and the amount offered at the time of reprogramming.
5. Right to withdraw the purchase of the ticket
The Passenger may withdraw the purchase of the ticket within 24 hours after reception of the air ticket receipt, free of charge, provided that the purchase occurs more than 7 days before the date of boarding.
6. Change scheduled by the Carrier
Scheduled changes must always be informed to Passengers as soon as the company knows about them and at least 72 hours before the flight.

When the time change occurs with less than 72 hours of flight time or more than 30 minutes (domestic flights) and 1 hour (international flights) from the originally booked time and the Passenger does not agree, the airline must offer relocation in a similar Carrier without charge or a full refund.

If the airline does not notify in time to prevent the Passenger from showing up at the airport, they will provide material assistance by offering the following options:

accommodation, full reimbursement and provision of the service by other means of transport.

7. Baggage allowance

For dispatched luggage, franchises are released. As for hand luggage, the carrier must allow a minimum franchise of 10 kilos.

The carrier will inform Passengers which baggage will be subject to special clearance procedures and baggage that does not fit may be rejected or subject to a cargo contract.

Freight and animal transport must follow their own contracting regime and clearance procedures.

XI.II Execution of Air Transport

1. Boarding documents.

a) If the Passenger is Brazilian:

- i. On domestic flights, the Passenger can present any official document that allows identification. Certified copies of the documents are accepted.
- ii. On international flights for Brazilians, a valid Brazilian passport must be presented. In the case of trips to Argentina, Uruguay, Paraguay, Bolivia, Chile, Peru, Ecuador, Colombia and Venezuela, the Civil Identity Card (RG) issued by the Secretariats of Public Security of the State or of the federal District is also accepted as a travel document.

b) Foreigner Passengers

- i. Domestic flights require a passport or foreign identity card - CIE (RNE). The diplomatic or consular identity or any other legal travel document is also accepted in accordance with Decree No. 5.978/2006 or as a result of international agreements signed by Brazil.
- ii. On international flights, a passport or civil identity card (GR) is mandatory for citizens of Mercosur countries.

In case of loss or theft of documents, children and adolescents, please visit: <https://www.anac.gov.br/assuntos/passageiros/novas-regras/documentos-para-embarque>.

2. Special baggage value declaration procedure

The Passenger must inform the carrier if he carries in the dispatched luggage goods that exceed the value greater than 1,131 SDR (Special Drawing Rights). In this case, the company can charge the Passenger the payment of an additional amount or insurance.

3. Passenger's obligations.

For the execution of air transport, The Passenger has the obligation to:

- a) Show for boarding with all the required documentation and at the time established by the Carrier;
- b) Comply with all requirements related to transportation, such as obtaining a visa, vaccination certificates, etc.
- c) Follow the Carrier's notices.

4. Prohibition of automatic cancellation of the return leg.

In international transport, if the Passenger does not use the initial leg, the Carrier can cancel the return leg. In national transport, the non-assistance of the Passenger in the first leg of a round trip flight will not result in the automatic cancellation of the return leg, provided that the Passenger notifies the airline of the 'no show' until the scheduled time originally from the outbound flight.

5. Delay, cancellation and interruption of services

The carrier must immediately inform the Passenger through the available means of communication about delays, cancellations and interruptions of the service. The airline must also keep the Passenger informed, at most, every 30 (thirty) minutes of the scheduled flight departure time in case of delay.

Information on the reason for the delay, cancellation, interruption of the service and the denial will be provided in writing by the Carrier whenever requested by the Passenger.

The Carrier will offer the alternatives of accommodation, reimbursement and provision of the service by other means of transport, and the Passenger must choose, in the following cases: flight delay of more than four hours from the schedule originally agreed; flight cancellation or service interruption; denied boarding to Passengers; and the subsequent missed flight by the Passenger on connecting flights, including the change of airport, when the responsible for these missed flights is the Carrier.

6. Financial compensation in case of denied boarding (overbooking)

Whenever the number of Passengers for the flight exceeds the availability of seats in the aircraft, the airline will seek volunteers to be accommodated on another flight after the negotiated compensation between the volunteer Passenger and the airline, and the airline may condition the payment of the Compensation to signing a specific acceptance document. The rearrangement of volunteer Passengers on another flight when accepting compensation will not constitute denied boarding.

If there is no consensus between the airline and the Passenger who showed up at the scheduled time and was denied boarding, the airline must immediately make the payment of the financial compensation to the Passenger, which can be done by bank transfer, voucher or cash, 250 SDR (Special Drawing Rights) for domestic flights and 500

SDR (Special Drawing Rights) for international flights, in addition to the provision of other assistance provided for in the rules that govern.

7. Material assistance

In cases of delay, cancellation, interruption of service or denied boarding to Passengers, the airline must provide material assistance to the Passenger, which consists of: right to communicate after one hour of delay, food, after two hours of delay, and following alternatives, after four hours of delay, at the Passenger's choice: accommodation, full reimbursement or provision of the service by another means of transport.

In the case of a Passenger in Need of Special Assistance - PNAE and its companions (Resolution 280 of 2013), material assistance will be provided regardless of the overnight requirement, unless it can be replaced by accommodation in a place that meets their needs and with the agreement of the Passenger or companion.

The right to material assistance cannot be suspended in cases of force majeure or unforeseen event.

However, the Carrier can stop offering accommodation service to the Passenger who resides in the city of the airport of origin, guaranteeing a round trip transfer. The airline can also stop providing material assistance when the Passenger decides to redeem the flight of the airline which will be on the date and time at the Passenger's convenience, or reimburse the entire air ticket.

8. Rearrangement

The rearrangement will be free, will not cancel the transport contracts already signed and will have priority over the conclusion of new transport contracts, and must be carried out at the Passenger's choice as follows: (1) on their own or third party flights to the same destination as soon as possible; or (2) on the airline's own flight that will take place at the Passenger's date and time of convenience. Passengers in Need of Special Assistance: PNAE (and their companions) will have priority in rearrangement.

9. Deadline for reimbursement

The air ticket reimbursement must comply with the payment methods used to purchase the air ticket and also the following:

- a) In cases of reimbursement, airport charges and amounts paid to government entities will be fully reimbursed.
- b) For cash purchases, the refund must be made within 7 days;
- c) For purchases with a credit card, the company will have 7 days to start the reimbursement process through the credit card companies;
- d) For purchases through a travel agency, the airline will be responsible for authorizing the remaining credit of the ticket within 7 days after the request for a refund, which will begin with the travel agent's notice.

In case of flight delay, flight cancellation, interruption of service or denied boarding to the Passenger, the refund will be given as follows: total, if requested at the airport of origin, stopover or connection, ensuring, in these last two (2) cases, the return to the airport of origin; proportional to the unused section, if the trip already completed is beneficial to the Passenger.

The reimbursement can be given in the form of credits for the purchase of air tickets, through the agreement of the Passenger and the credit and its validity will be informed to the Passenger in writing. The free use of the credit must be guaranteed, even for the purchase of air tickets for third parties.

XI.III Obligations after air transport

1. Provisions in case of loss, damage and violation of baggage.

Receipt of checked baggage, without receiving the Passenger's complaint, will constitute a presumption that it has been delivered in good condition.

In the event luggage is lost, the Passenger must immediately file a complaint. In cases where the Passenger finds the violation of the contents of the luggage or its malfunction, he must file a complaint to the Carrier within 7 (seven) days after the baggage claim.

The deadline to return lost luggage at the place indicated by the Passenger is 7 days on a national flight and 21 days on an international flight. If the airline does not find the luggage within the specified time, they will have up to 7 days to pay the due compensation to the Passenger.

The Carrier must, within seven (7) days from the date of the complaint, take one of the following measures, as appropriate: repair the damage caused, when possible; replace damaged luggage with another equivalent; compensate the Passenger in case of violation.

In case of lost luggage, the reimbursement of eventual expenses will be given to the Passenger who is outside their home, within 7 (seven) days after the presentation of proof of expenses. The contractual rules must establish the form and daily limits of reimbursement, and if the luggage is not found: I - the reimbursement of expenses can be deducted from the amounts paid as final compensation (subject to the limit of 1,288 SDR); II - the Carrier will reimburse the Passenger for any additional amount eventually paid for the transport of luggage. The carrier may offer reimbursement credits and reimbursement services at the Passenger's discretion.

Damage caused to a shipped fragile item may not be compensated by the Carrier, as stipulated in the transport contract.

2. Attention to Passengers

The airline must make available to the user at least one electronic service channel to receive complaints, request information, contractual alteration, cancellation and refund.

The carrier that registers less than 1,000,000 (one million) Passengers transported in the previous year may continue to operate the Customer Service Center (SAC for its acronym in Portuguese) for telephone service on the days it operates flights in Brazil and during business hours.

The airline will provide a face-to-face service at the airport to respond to requests for information, questions and complaints from users, as well as their obligations arising from flight delay, flight cancellation, service interruption and Passenger's denied boarding. This attention can be carried out in a separate and duly identified place or in the check-in sector at the discretion of the Carrier, and will operate for at least 2 (two) hours before each takeoff and 2 (two) hours after each landing; This will remain available as long as there is an operation and a need in cases of flight delay, flight cancellation, service interruption and Passenger's denied boarding.

The information requested by the Passenger must be provided immediately and their complaints must be resolved within a maximum period of ten (10) days from the registration, subject to the specific deadlines contained in current legislation.

The airline must respond, within (ten) days, the user's statements sent by the electronic service system adopted by ANAC - www.consumidor.gov.br.

XII. COLOMBIA: PROVISIONS APPLICABLE TO PASSENGERS OPERATING IN COLOMBIA UNDER THE AERONAUTICAL REGULATIONS OF COLOMBIA.

XII.I Presentation of Passenger at the airport

The Passenger must show up at the departure airport and check in within the time indicated by the Company at the time of purchase of the ticket or the reservation. In the absence of such indication, they have to do so at least one (1) hour prior to the departure of domestic flights and two (2) hours prior to the departure of international flights; these times shall be doubled during high season periods.

Denied boarding and Limitations on Transportation

Without prejudice to other circumstances established by the Company in accordance with the applicable regulations, the transportation of a Passenger may be denied or limited when:

1. The Passenger is in a mental or physical health condition that according to the airline's judgment may pose a risk to the Passenger, other Passengers, crew or property.
2. The Passenger has resisted to undergo a security check.
3. The Passenger has not paid the fare, taxes, fees, applicable contributions, additional services or other costs and expenses they are obliged to pay.
4. The Passenger fails to provide the required travel and identification documents, destroys their documents during the trip or refuses to hand them over to the airline personnel or the competent authorities, when required to do so.
5. The Passenger presents a Ticket: (i) purchased against the law and these provisions; and (ii) that has been purchased through a person not authorized by the Airline; (iii) that has been issued or modified by someone other than the Airline or without the Airline's authorization.
6. The Passenger cannot prove by means of a valid photo ID that he/she is the person whose name appears on the Ticket.
7. Safety measures, provisions or filters determined by the airport are violated.
8. The Passenger fails to comply with the airline's security checkpoints and/or causes forced access to the aircraft.
9. The transport of minors in incubators is not permitted.

In exercise of this discretionary right, the Company may refuse to provide the transportation service and shall not be liable for any expenses incurred by the Passenger as a result.

If a Passenger is denied boarding for any of the reasons mentioned in this section, the Ticket price will not be refunded, except as provided in the applicable regulations.

XII.III Reimbursements

There will be reimbursement or other compensation, according to the conditions and terms established by the Company in accordance with the applicable legal framework in the event that due to JetSMART's responsibility the flight cannot start or must be suspended after having started, due to delays, cancellations or diversion of the flight.

1. When a Passenger of the Company dies before the start of the trip, full reimbursement will be made as long as JetSMART is able to prove it.
2. The Passenger must take into account that: (i) there are Promotional Fares that do not allow Ticket reimbursement.
3. Right to withdrawal: When services have been purchased with the airline through financing systems granted by the producer or supplier, sale of timeshares or sales using non-traditional or remote methods, which have not begun to be executed before five

(5) days, the consumer may withdraw from the purchase within five (5) business days following the purchase.

4. Withdrawal: The Passenger may cancel the trip up to 24 hours before the beginning of the trip, as long as the Contract of Transport originates in Colombia. The Carrier may retain up to 10% of the value of the fare, excluding fees, taxes and administrative fee. The foregoing shall not apply in the case of Promotional Fares.
5. Withdrawal shall not apply for Promotional Fares.

XIII. URUGUAY: PASSENGERS RIGHTS ACCORDING TO THE URUGUAYAN AERONAUTICAL CODE AND THE REGULATIONS APPLICABLE TO OPERATIONS

XIII.I. Denied boarding due to overbooking

In case of denied boarding due to overbooking, the Passenger shall have the rights established in the Uruguayan Aeronautical Code, the Montreal Convention (Law 18.169) and other relevant provisions. Other Passengers' rights and obligations, JetSMART Airlines' limits of liability and general conditions of the air transportation contract, which are informed and accepted at the time of purchase and which are part of the Ticket, can be downloaded and printed at: <https://jetsmart.com/cl/es/tyc/condiciones-generales>.

In the event that the Carrier foresees that they will have to deny boarding to one or more Passengers who have shown up in a timely manner and whose Ticket was previously confirmed on a given flight due to overbooking, they must first request that volunteers show up to give up their reservations in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier.

If there are not enough volunteers to give up their seats so that the remaining Passengers holding a confirmed ticket can board the corresponding flight, the Carrier can deny boarding to one or more Passengers against their will. These Passengers will have the right to:

1. Passenger's choice:
 - a) Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
 - b) To receive reimbursement of the full amount paid for the ticket if the Passenger withdraws from the air transportation contract only if the trip has not begun; or
 - c) If the trip with stopovers and/or connections had already started, the Passenger can choose to:
 - i. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
 - ii. Receive a refund of the unused part; or

iii. Return to the starting point and receive reimbursement of the ticket price.

2. On international flights, to receive compensation of an amount limited to 5,346 Special Drawing Rights (from the International Monetary Fund) per Passenger, as stipulated in the Montreal Convention (Law 18,169) and applicable regulations. Such limit shall not apply if it is proved that the damage is the result of an act or omission of the Carrier or its employees or agents, with intent to cause damage, or recklessly and knowing that it would probably cause harm; provided that, in the case of an act or omission of an employee or agent, it is also proved that they acted in the exercise of their functions.

The compensation shall not apply if the Carrier proves that they, their employees and agents took all the reasonably necessary measures to avoid the event causing the delay, or that such measures were impossible for the Carrier, their employees or the agents to take.

Regarding the above compensations, Passengers must keep in mind:

- a) A Passenger who accepts such compensation may not subsequently take any action against the Carrier for the same act.
 - b) If, in accordance with the provisions of 1a of point 1 above, the Passenger is embarked on the next flight the Carrier has available, and the difference in departure time with respect to the flight originally booked is not more than three hours, no compensation shall be granted for denied boarding.
3. If the Passenger decides to continue with the contract in the event of denied boarding, they shall be entitled to receive the following assistance from the Carrier:
 - a) Communications that the Passenger needs to make, whether by telephone, electronic or other similar means, if there is a difference of more than four hours in the scheduled time of departure for the flight initially booked;
 - b) Meals and snacks until boarding of the other flight, if there is a difference in the scheduled departure time of the originally booked flight of more than four hours;
 - c) Accommodation for return and outbound Passengers who were denied boarding at a connecting point, who do not reside in the city, town or area of the departure airport, in the event that they are offered a new flight, of which the departure is at least on the day following the scheduled departure on the Ticket, provided that the Passenger must stay one or more nights, and the waiting time to board the other flight requires it. For these purposes, "night" shall be defined as the time between midnight to 6 a.m.;
 - d) Transfer from the airport to the Passenger's place of residence in the city, town or area surrounding the departure airport, or to the place of accommodation, and back again, if applicable; and

- e) The necessary arrangements and services to continue the trip, in case the Passenger misses a connecting flight that has been confirmed.

For the purposes of this section, a Ticket shall be considered as confirmed, with respect to the points of departure and destination indicated therein, including intermediate points of connection or stopover, to the extent that it is established that the reservation or the Ticket has been accepted and registered by the Air Carrier or its authorized agent. "Stopover and/or connecting journey" is understood as a journey which includes a point of departure and one or more intermediate points of stopover and/or connection on arrival at the destination, when these are part of the same contract.

Without prejudice to other additional services that the Carrier may offer, depending on the circumstances and the special condition of the Passenger, in the event of denied boarding the Carrier shall embark, as a priority, unaccompanied children, people with disabilities, elderly or health-sensitive Passengers, pregnant women who, due to their condition, require preferential boarding and, in general, Passengers who, for humanitarian reasons qualified by the Carrier, must be embarked first.

XIII.II Delays and cancelations

The Carrier is required to comply with transporting Passengers on the date, schedule and other agreed terms and conditions. However, the Carrier can suspend, delay and cancel the flight or modify these terms and conditions on grounds of force majeure or for safety reasons such as bad weather, armed conflicts, civil unrest or threats against the aircraft. In such cases, any of the contracting parties may rescind the contract, being each one responsible for their own losses.

Notwithstanding the foregoing, in the event of delay or cancellation of a flight, the affected Passenger shall have the rights conferred by the regulations in force and in any case, the Carrier's liability shall be limited to 5,346 Special Drawing Rights (of the International Monetary Fund) per Passenger, as stipulated in the Montreal Convention (Law 18,169) and applicable regulations.

The compensation shall not apply if the Carrier proves that they, their employees and agents took all the reasonably necessary measures to avoid the event causing the delay, or that such measures were impossible for the Carrier, their employees or the agents to take.

XIV. EMERGENCY CONDITIONS DUE TO COVID-19

In order to protect the safety of our Passengers and crew, in view of the worldwide pandemic caused by the outbreak of the COVID-19 virus, and in exercise of the powers conferred by the applicable law and the competent authorities, the Carrier informs its customers and Passengers that boarding of its flights will be subject to compliance with the

measures issued by the health and aviation authorities, and boarding may be denied in the event of non-compliance with such measures or the Passenger's refusal to declare or prove compliance, in accordance with the law. The Carrier shall demand from the Passengers the mandatory use of masks during the entire flight, including boarding and exiting, the subscription of declarations and/or the extension of supporting documentation to prove that the transportation of the Passenger does not constitute a risk of transmission of the aforementioned virus in those cases where applicable and/or any other measure that may be necessary and conducive to ensure the safety and hygiene of its Passengers and crew, under the terms and conditions permitted under the applicable law.

In consideration of the foregoing, the Carrier may deny transportation on any of the legs of the itinerary contracted by the Passenger, to those who: (i) show symptoms suggesting probable infection by COVID-19 as reported by health authorities, such as fever over 37.8°, cough, shortness of breath, headache and / or sore throat, unless they prove through a medical certificate or in the way stipulated in the applicable law that such symptoms are not caused by a COVID-19 infection; and/or (ii) do not provide the following affidavit at the check-in process of each leg of their flight, either personally or by their representative or agent, or it is determined that the declaration is not effective: "I declare that all Passengers on this reservation: **(i)** are not subject to any sanitary restriction that implies isolation or quarantine, prohibition of movement, or restriction of entry to, or exit from, a territory included in the trip, or that being subject to any of said measures, they have all the temporary or permanent permits that may be necessary to move, issued by the competent authority; **(ii)** are not confirmed COVID-19 patients, or having been confirmed, meet the criteria established by the health authority to be considered patients without risk of infection; **(iii)** are not awaiting COVID-19 test results; **(iv)** have not been in close contact with a person diagnosed with COVID-19, or having been, have ruled out the disease in the manner established by the competent authority; and **(v)** have reviewed and become aware of the restrictions, requirements and information available in the COVID-19 section of JetSMART. com <https://jetsmart.com/cl/es/minisitios/covid-19#seccion-2>.

Notwithstanding the foregoing, and by virtue of clause III Passengers and their Documentation - numeral 3, it shall be the responsibility of the Passengers to be informed, obtain and comply with the specific requirements imposed by the health authorities of each place of origin, stopover and destination, having to submit the documentation and/or undergo the examinations or procedures they require. The Carrier shall have no liability whatsoever for delays and/or denials of boarding or entry into a country suffered by the Passenger associated with or derived from the Passenger's failure to comply with the obligations required by the health authorities of each place of origin, stopover or flight destination.