

Personal data processing policy JetSMART

1. Generalities

In **JetSMART Airlines SpA**, a company incorporated under the laws of the Republic of Chile, with its main domicile in the city of Santiago de Chile, and identified with Unique Tax Roll No. 76,574,879-8 ("JetSMART"), we are committed to transparency, security, and strict regulatory compliance regarding privacy and protection of personal data of our users and clients.

Therefore, JetSMART presents this personal data processing policy (" Policy ") with the objective of establishing the criteria for the collection, storage, use, circulation, handling, transfer, transmission and deletion of personal data processed by JetSMART.

2. JetSMART Identification

JetSMART Airlines SpA

Single Tax Roll No. 76,574,879-8

With address at Avenida del Valle Sur 650, Office 61, Ciudad Empresarial, Huechuraba, Santiago de Chile

Legal Representative: Estuardo Ortiz Porras, general manager, domiciled for these effects on Avenida del Valle Sur 650, Office 61, Ciudad Empresarial, Huechuraba, Santiago de Chile.

Help Center Telephone: For Chile: 600 600 1311, Argentina 11 2206 7799, from Peru 01 311 0005, from Brazil (+55 11) 3042 1183, from Colombia (1) 348 9581 and from other countries (+56 2) 27 31 8787

Contact email: privacypolicy@jetsmart.com

3. Scope of application

The guidelines and procedures contained in this Policy apply to the databases for which JetSMART is responsible and/or in charge, as well as with respect to those in charge that it designates.

This Policy is applicable to all personal data that is collected, and in general processed by JetSMART at the time that users and clients enter and use the JetSMART website www.jetsmart.com and ¹/or any of its applications (" Website"), as well as the personal data that are collected and processed at the time of reservation and/or acquisition of any of the products and/or services offered and marketed by JetSMART. The Policy, additionally, applies to personal data received by JetSMART as a consequence of the reservation and/or acquisition of any of the services provided by JetSMART through third parties, such as, but not limited to, travel and tourism agencies, travel operators, tourist representation offices, electronic or digital platforms for tourist services, tourist service providers, other airlines, among others.

In accordance with the above, this Policy is mandatory and strict compliance for JetSMART, its respective branches or agencies in the countries in which they operate, as

¹ **JetSMART Internal Note** : We suggest confirming this link.

applicable, and the managers that are designated for the purposes of the treatment. Therefore, said persons will fully comply with the obligations provided for in Law 1581 of 2012, Decree 1074 of 2015, and other applicable regulations regarding the protection of personal data (the "Applicable Law").

4. Authorizations

The authorizations granted by the owners of the personal data will be collected by any of the means authorized by the Applicable Law and, in any case, under schemes that guarantee their subsequent consultation.

The authorizations will be granted by the owner to JetSMART, or to whomever he designates, and, in such case, it will be understood that the owner guarantees that both this Policy and the rights that assist him within the framework of the treatment to which he is subject have been made aware. The personal data you provide are the subject.

JetSMART will take the necessary measures to maintain records of the manner and time in which the corresponding authorization was obtained.

5. Treatment

JetSMART, as controller and/or processor, as appropriate, will carry out operations or set of operations that include data collection, its storage, use, circulation, deletion, transmission and/or transfer. This data processing will be carried out exclusively for the purposes authorized and provided for in this Policy and in the specific authorizations granted by users and clients.

The owner of the data acknowledges that the personal data provided will be used for the purposes of the celebration and/or execution of acts or contracts in which JetSMART intervenes, directly or indirectly, to their respective branches or agencies in the countries in which they operate, as appropriate. In accordance with the above, it is fully known to the owner that, in the event that he decides not to provide the personal data requested, all or part of the products or services object of the acts or contracts, as appropriate, will not be able to be delivered or loaned, as appropriate, nor may information that is of interest to you be sent to you through the communication channels provided for this purpose.

JetSMART will comply with the duty of confidentiality regarding the owner's personal data and will keep it for the time required to fulfill the purposes described in these Policies, until the owner requests its deletion, provided that there are no legal or contractual obligations to keep it.

6. Sensitive data and data of minors

In cases in which JetSMART, or whoever it designates, requests and collects sensitive data, it will strictly observe the legal limitations on the processing of sensitive data, subjecting sensitive data to processing only when the owner has granted authorization, except for the exceptions provided in the Applicable Law. JetSMART will inform the owners regarding the particular purposes for the use of said information and will indicate the voluntary nature of its delivery under the terms of the Applicable Law.

When the personal data of minors is processed within the framework of the activities carried out in accordance with the provisions of the Policy, the prevailing rights of minors will be taken into account and, in any case, the following: (i) the treatment will respond to and respect the best interests of minors, (ii) respect for the fundamental rights of minors will be ensured at all times, (iii) the minor will be heard, and their Opinion will be valued taking into account maturity, autonomy and ability to understand the matter.

Responses that relate to sensitive data or data of minors will be optional.

7. Purposes

The processing of personal data subject to this Policy will be carried out in order to carry out the procedures for the development of the corporate purpose of JetSMART, as well as with the negotiation, execution, modification or termination of the acts and/or contracts related to the same, and, in general, with the purposes indicated in the corresponding authorizations, as well as those listed below:

1. Air ticket reservation management.
2. Execution of the transportation contract and other complementary activities.
3. Carry out all necessary steps to confirm and update the information.
4. Contact for sending information related to the existing commercial relationship.
5. Know, store and process all the information provided in one or more databases, in the format deemed most convenient.
6. Send information about JetSMART, its products and services, and the products and services of its commercial partners.
7. Collect information for commercial research and marketing purposes.
8. Store the personal data collected, in order to keep a historical record of needs and preferences, create market segmentation and carry out commercial prospecting.
9. Collect information in order to improve the quality of the service and to generate a history of consumer preferences.
10. Send information about promotional rates available on JetSMART.
11. Resolve the PQRs , issue the corresponding and timely responses, and allow the exercise of your rights as the owner of personal data.
12. Manage the administrative, accounting, fiscal, financial, operational and logistical aspects associated with the fulfillment of the obligations of both parties.
13. Carry out transfers and/or transmissions of personal data required for the execution of the transport contract.
14. Carry out information archiving, updating, storage and processing activities by JetSMART or through third parties with whom it is contracted for this purpose.
15. Deal with requests and claims presented, as well as all types of procedures that are related to the parties and their interests.
16. Confirm the transaction, as well as any information related to the product and/or service purchased.
17. Carry out financial transactions of payments, collections or refunds.
18. Modifications or changes in the reservation of tickets or services purchased from JetSMART.
19. Management of cancellations and itinerary changes.

20. Membership in discount clubs or other loyalty programs,
21. The others that have the purpose of developing the commercial relationship and that are typical of the nature of this type of relationship.

8. Transfer and Transmission

JetSMART may communicate, transmit or transfer the personal data provided by the owners to third parties located inside or outside the national territory, in accordance with the provisions established in the Applicable Law. The personal information of the owners may be communicated to their respective branches or agencies in the countries in which they operate, as appropriate, whether they are located inside or outside the country, to the commercial establishments and commercial allies with which they have a relationship. current contractual agreement for the fulfillment of the purposes authorized by the owners, and third parties who require the information for processing in accordance with the purposes contained in this Policy.

Particularly, but without limitation, JetSMART may carry out the transfer and/or transmission of the information, depending on its particular needs in each case, to companies domiciled in Colombia, Chile, Argentina, Peru, Brazil, Ecuador, Uruguay, Paraguay, the countries that have been declared with the adequate level of protection by the European Commission and/or the Superintendency of Industry and Commerce ("SIC"), and all those that are expressly authorized by the owners.

9. Cookies and third-party technologies

Cookies are files or information that a website transfers and stores on the hard drive of a computer when browsing a certain website or a specific internet portal, allowing user preferences to be stored through the way in which said website is used. site, helping to conclude the areas that are more and less popular, know the interests, behavior, demographics and other information related to those who visit or are users of the Website and, in this way, better understand their needs and interests and give them better service or provide you with related information.

Many of the developments and updates are based on the information provided by cookies. The use of cookies on the Website allows the pages of the Website to be personalized so that JetSMART is closer to the needs of users. Users expressly authorize JetSMART to store and use cookies in the aforementioned terms, and to analyze the pages browsed by them and the searches performed, in order to improve their commercial and promotional initiatives, display advertising or promotions, banners of interest. , personalize content, presentation and services, and for any of the other uses that users and clients authorize in accordance with this Policy with respect to their personal information.

For its part, Web Beacon are images that can appear inserted in pages and websites and have a similar purpose to cookies. Additionally, a Web Beacon is used to measure user traffic patterns from one page to another in order to maximize how traffic flows through the Website.

Users and clients have the option to disable cookies through their navigation menu. Most browsers are set to accept cookies. If the user prefers, they can configure their

browser to reject them or to notify them when they are received . However, it is possible that a part of the sites or the Website may not function correctly if the user disables cookies. On the other hand, JetSMART declares that it does not use and will not use spyware, adware or any other type of similarly intrusive software on its Website.

10. Rights of the owners

Your rights as the owner of personal data are those provided for in the Applicable Law, especially the following:

- Access free of charge to the data provided that has been processed.
- Know, update and rectify your information regarding partial, inaccurate, incomplete, fragmented, misleading data, or those whose processing is prohibited or has not been authorized.
- Request proof of the authorization granted.
- Submit complaints to the SIC for violations of the provisions of the Applicable Law.
- Revoke the authorization and/or request the deletion of the data, provided that there is no legal or contractual duty that prevents deletion.
- Refrain from answering questions about sensitive data.

their exercise . The exercise of these rights is very personal to the owner of the personal data and, except for the exceptions expressly established in the Applicable Law, will be exercised by the owner exclusively.

11. Queries and complaints

The owner can exercise the rights described in this Policy by writing to the following email address: privacypolicy@jetsmart.com

This service channel is assigned to the internal area of JetSMART in charge of ensuring compliance with the Applicable Law.

11.1. Consultations

The owner of the personal data provided to JetSMART or the persons who for this purpose are duly empowered in accordance with the exceptions expressly established in the Applicable Law, may make inquiries about their personal data through the channels provided for in this Policy. for which the following will be taken into account:

- JetSMART will guarantee the right to consult, providing all the information that is contained with the identification of the corresponding owner.

- The query must include: (i) the identification of the owner; (ii) the description of the matters subject to consultation; and (iii) the physical or electronic address where you wish to receive notifications.
- The query will be answered within a maximum period of 10 business days from the date of receipt .
- When it is not possible to attend to the query within said term, this will be duly informed, expressing the reasons for the delay and indicating the date on which the query will be attended to, which, in no case, may exceed 5 business days following the expiration. of the initial term.

11.2. Claims

The owner of the personal data provided to JetSMART or the persons who for this purpose are duly empowered in accordance with the exceptions expressly established in the Applicable Law, who consider that the information contained in the JetSMART databases should be subject of correction, updating or deletion, or when they notice the alleged breach of any of the duties contained in the Policy, except for the exceptions expressly established in the Applicable Law or this Policy, they may submit a written claim to JetSMART through the channels provided for in the Policy. , in accordance with the following:

- The claim must include: (i) the identification of the owner; (ii) the description of the facts that give rise to the claim; (iii) the physical or electronic address where you wish to receive notifications; and (iv) the documents that substantiate the facts of the claim.
- If the claim is submitted incompletely, the applicant will be required within 5 business days of receipt of the claim to supplement the claim.
- After 2 months from the date of the request, without the applicant presenting the required information, it will be understood that the claimant has abandoned his claim.
- for it will be included in the corresponding database , within a period of no more than 2 business days from receipt of the claim. Said legend must be maintained until the claim is decided.
- The maximum term to address the claim will be 15 business days from the day following the date of receipt.
- When it is not possible to address the claim within said term, the interested party will be informed of the reasons for the delay and the date on which their claim will be addressed, which in no case may exceed 8 business days following the expiration of the first term.

11.3. Before the personal data protection authority

It is recommended that the owner of the personal data or third parties duly empowered by the Applicable Law, except for the exceptions expressly established in the Applicable Law, exhaust the previous procedures before JetSMART prior to submitting any complaint to the SIC.

12. Security

JetSMART has adopted security levels of protection of personal information in accordance with applicable law and has installed all reasonable means and technical measures at its disposal to prevent the loss, misuse, alteration, unauthorized access and theft of personal information. delivered by users. Without prejudice to this, users are aware that such security measures are not impregnable and, consequently, they release JetSMART from any damage that may arise from these circumstances and that is not directly attributable to JetSMART, in accordance with current legislation. . However, in the event of any security incident that affects personal information, JetSMART undertakes to take the measures that are reasonable and required by law to inform the owners and the competent authority by the most expeditious means possible, and to take all necessary measures. that are reasonably applicable to reduce the damages that may arise from this circumstance.

13. Validity of databases

JetSMART databases will have the validity period that corresponds to the purpose for which their processing was authorized and the special rules that regulate the matter.

14. Validity

This Information Processing Policy is effective as of January 1, 2024 and applies to all personal data collected, stored, used, transmitted and transferred until the date of its publication, and thereafter.