

AIRCONNECT GENERAL TERMS AND CONDITIONS OF CARRIAGE

CHAPTER I. DEFINITIONS

"AirConnect - Air Connect Aviation Group S.A." means the company/licenced air carrier name registered in 42 – 44 Bucuresti-Ploiesti Road, Baneasa Business & Technology Park, Building A, 3rd floor, District 1, Bucharest, Romania, VAT RO 45032428, hereinafter referred to as the Air Carrier/ Airline/ AirConnect.

"Additional services" means any products or services the passenger can take benefit of, related to the air transport, others than air transport, services that can be offered by AirConnect or by third-party suppliers (for example, checked-in baggage, sporting equipment, pets, extra leg room service, catering).

"Additional tax" means the tax collected by the Airline from the passenger and represents additional services provided by the air carrier.

"Authorised agent" means person or company, authorized by the law and who has an agreement with the Airline to represent it in selling the air transport services.

"Baggage" means goods and personal objects carried by the passengers during the flight and being transported as hand baggage or checked-in baggage.

"Baggage Identification Tag" or **"Tag"** represents the document issued by the person authorized by the air carrier only for the identification of hold baggage, consisting of 2 (two) parts (one attached to the baggage, another removable and handed to the passenger) containing information such as:

- passenger name,
- date of travel,
- flight,
- number of pieces of hold baggage,
- the weight of the baggage.

"Boarding Pass" represents the document provided with a bar code, issued by the check-in system (DCS/ Departure Control System) after accomplishing the check-in procedure, online or at the airport of departure, and based on which the boarding is permitted.

"Booking Number/ PNR – Passenger Name Record" represents the unique code defined as an alphanumeric code of 6 (six) characters obtained by the passenger or by the authorised agent once the booking process was finalized successfully. The PNR is valid only for identifying a booking in the reservation system for the reserved flight. The PNR contains necessary information about the passenger's trip (traveling date, itinerary), but also personal details





(passenger's contact information). The information included into the PNR can be used according to the actual laws.

"Call Center" represents the reservation and information support center, reachable by calling the phone numbers indicated on the official website of the Airline, meaning <u>www.air-</u><u>connect.com/call-center</u>.

"Charter" represents an agreement between an air carrier and another party (tour operator/ company) who is renting an aircraft.

"Charter Flight" represents a flight operated based on an agreement between the air carrier and another legal party who is renting the aircraft.

"Check-in" represents the procedure of checking the traveling documents, of tagging the checked-in baggage and of issuing the Boarding Pass, at the place and during the established time.

"Checked-in baggage" or **"Hold baggage"** means the baggage carried in custody, by the Airline, by having added an identification tag.

"**Code-share**" represents a marketing agreement based on which an Airline is placing its identification code on a flight operated by another airline and based on which this is selling tickets for that specified flight.

"Connections" represents the link between 2 (two) or more segments of flight, operated oneway, booked by the passenger in only one traveling ticket.

"Connected flight" means a flight with an intermediated stop which requires to switch the flight equipment and the flight number.

"Contractual conditions" represents the accepted terms at the time of creating the booking, named also General Terms and Conditions of Carriage.

"Convention" represents any of the below instruments:

- Warsaw Convention (1929);
- Guadalajara Convention (1961);
- Montreal Convention (1999);
- Tokyo Convention (1963);
- Regulation (CE) No. 261/2004 of The European Parliament and The Council on February, 11th 2004;
- The Communication of The Commission regarding the interpretation of The Regulation (CE) No. 261/2004 of The European Parliament and The Council in establishing the common rules regarding the compensation and passengers' assistance in case of denied boarding and cancelation or extended flights delay and of The Regulation (CE) No. 2027/1997 of The Council regarding the air carrier liability in case of accidents such as it





was modified by The Regulation (CE) No. 889/2002 of The European Parliament and The Council (2016/C 214/04);

- Regulation (CE) No. 2111/2005 of The European Parliament and The Council on December 14th, 2005;
- Regulation (CE) No. 2027/97 of The European Parliament and The Council on October, 09th 1997;
- Regulation (CE) No. 1107/2006 of The European Parliament and The Council;

Referenced to The International Regulations, The European Regulations and The National Regulations is considered as including any change, amendment, rectification and refresh of all these.

"Crew member" means an empowered AirConnect representative to execute tasks on board, according to the aeronautic procedures.

"Damage" represents the prejudice caused by physical injury or death of a passenger, the loss, the deterioration or theft of the checked-in baggage, the lack of content or any other loss which results or is connected by air transport or our others secondary services.

"Damage caused by the passenger" represents the prejudice caused by the passenger to the air carrier.

"Days" means the calendar days.

"DEPA" means the person who has a removal order and who is accompanied by a special escort of the authorities from that state.

"DEPU" means the person who has a removal order and who is not accompanied by a special escort of the authorities from that state.

"Domestic flight" means a flight operated with departure airport and arrival airport, in the same country.

"DST / SDR" or **"Special Drawing Rights"** means the special drawing rights being considered a virtual currency of the World Monetary Fund. The value of DST is based on a bucket of five international currencies: the American Dollar, Euro, the Chinese Renminbi, The Japanese Yens and The British Pound.

"Electronic coupon" means that part of the traveling ticket issued by AirConnect or behalf of AirConnect, where is mentioned the flight segment the passenger is willing to use, and which needs to be in possession of the passenger.

"EURO" represents the currency agreed by The European Commission according to Articles 118 and 123, included in the Agreement of establishing The European Community. This is the official currency of Euro Zone.

"Excess Baggage" means the baggage exceeding the maximum allowance indicated on the traveling ticket.





"Fare base" represents the ticket tariff level at the moment of searching in the booking system of AirConnect.

"Flight" means the air transport of passengers and their baggage, starting with block off (the moment the aircraft begins to move, either from a boarding gate or from a parking stand, for take-off) and ending with block on (the moment the aircraft reaches a final stop, either at a gate or at a parking stand, after landing).

"Flight segment" represents one single flight, operated between 2 (two) points (airports).

"Flight with stop" represents a flight with an intermediated stop, but which does not require to switch the crew and/ or the flight number.

"Forbidden objects" means weapons, explosives and other provisions, articles, or dangerous goods, like any other forbidden objects considered by the Airline.

"Force Majeure" represents those unusual and unforeseeable circumstances, beyond passenger's and Airline's control, the consequences of which could not have been avoided even if all precautionary measures had been applied.

"Group" represents minimum 10 (ten) passengers travelling together on the same route and date, based on a finalized agreement with the air carrier.

"Hand baggage" or **"Carry-on baggage"** means any baggage, other than the checked-in baggage, which is carried by the passenger during the whole trip.

"Infant" represents a type of passenger, aged between 0 and 24 months, at the traveling date, both departure and return. No seat is given to an infant who must always be accompanied by an adult. An adult may accompany only one infant.

"International flight" means a flight operated between, at least, two countries, including any possible stop between the departure airport and the arrival airport.

"Itinerary" means a notification of the air transport services, issued for the passenger based on a booking process, which contains the name and the flight details (the departure airport, the arrival airport), the departure time, the arrival time, the seat number (in case this is reserved), but also references to The General Terms and Carriage Conditions.

"KON" represents the identification code of AirConnect Airline.

"Limited Liability Label/ Tag" represents the baggage identification tag, which is attached to the fragile, heavy baggage, packed in an improperly way, registered with delay or overweight, which will be accepted and transported only in case these are tagged with "limited liability". AirConnect is not responsible for these.

"Mandatory tax" means the tax or levy imposed by government institutions in exchange for services rendered or certain rights. These mandatory taxes are inherent in the performance of the air transport service and include the fuel tax and the airport tax.

"Multi-Sector Flight" represents a flight formed by 2 (two) or more segments of flight, sold under the same booking number, which cannot be separated.





"Online check-in" represents the procedure of checking traveling documents, accomplished via the official website of the Airline.

"Passenger" means a person who holds a valid travel document, who travels with the consent of the carrier and who holds a seat on board the aircraft, except for flight crew members.

"Personal Data" represents any information referenced to an identified or an identifiable person (the person who can be easily identified directly or indirectly, by name, by ID number, by location, by online identificatory or by one or more specific elements, such as his physical, psychological, genetical, mental, cultural, or social identity). AirConnect collects personal data through its official website: <u>www.air-connect.com</u> but also through authorized agents or through other services of AirConnect. AirConnect can collect the same personal data through any interaction with its customers or any other specific entities interested in AirConnect services, like phone, internet, or e-mail.

"Person with reduced mobility" means any person who has difficulties such as a physical handicap (sensory or locomotive, permanent or temporary) or emotional, cognitive or any other cause of handicap or age, and whose condition requires proper attention and adaptation of the general available services to his/her needs.

"PIR" means Property Irregularity Report and it represents the delay notification and baggage damage registered at the AirConnect Lost & Found Baggage Office, before leaving the baggage claim area of the arrival airport. PIR is considered as an indispensable part of any baggage complaint.

"Route" means the itinerary applied to one or more flight segments, with the same flight code, followed by the aircraft from the departure point to the destination airport.

"Special services" represents assistance services offered to the passengers who need these (persons with reduced mobility, unaccompanied minors, etc).

"Stop" represents the point (except the boarding and landing point) mentioned in the schedule as scheduled stop.

"Tariff" means the value paid for air transport service, reserved by the passenger, for a certain fare base, for a certain route, flight, and date. The Tariff includes mandatory taxes, being considered as inherent for air transport service.

"Tariff Rules" represents the conditions of creating/ issuing a booking reservation according to the services included in the fare bases, mandatory and additional taxes, paid by the passenger to the air carrier.

"Third party" is any company or person, except passengers, representing the Airline or any of its suppliers.

"Ticket" or **"Electronic Ticket"** means the itinerary issued by AirConnect or issued behalf of AirConnect, where there is mentioned the passenger's name, the route this will travel on, date and hour of flight, but also other relevant details for traveling.





"Unaccompanied Minor" represents a type of passenger aged between 5 and 14 years, at the traveling date, who travels unaccompanied by an adult. For Romanian Citizens, the maximum age limit for unaccompanied minors is 18 years.

"Website" means the AirConnect official internet page <u>www.air-connect.com</u> available to any customer, to find information regarding the Airline and its services or to find contact details of the Airline.

CHAPTER II. APPLICATION

2.1. GENERAL CONDITIONS

Excluding the terms detailed in Article 2.2., the General Conditions of Carriage are applied only to the air transport service offered by AirConnect. The General Conditions of Carriage mentioned on the traveling ticket, on the electronic coupons, on the identification tags or any other traveling document accepted by the air carrier are subject of these Terms and Conditions of Carriage.

2.2. CHARTER OPERATION

For charter operation, these General Terms and Conditions apply if they are included by reference into the Charter Agreement.

2.3. RIGHT OF PREVALENCE

In case of inconsistencies between the General Terms and Conditions of Carriage and other provisions, the air carrier may stipulate in connection with certain issues, these Terms and Conditions of Carriage shall prevail.

CHAPTER III. TICKETS AND BOOKING PROCESS

3.1. GENERAL PROVISION REGARDING THE TICKETS

The ticket or the electronic ticket, together with the General Terms and Conditions of Carriage and other rules and important information shown on the official internet page of the air carrier (www.air-connect.com), represent the General Terms and Conditions of Carriage agreed between passenger and AirConnect.

AirConnect will transport only that passenger indicated on the traveling ticket or on the electronic ticket, who must present a valid ID document according and to the law.

For school trips, maximum 10 (ten) minors accompanied by 2 (two) adults are allowed.

3.2. BOOKING AND ISSUING THE TICKET

Passengers can book traveling tickets for AirConnect flights by using the below channels:

a. AirConnect ticketing offices.





- b. Call Center Department.
- c. Official website <u>www.air-connect.com;</u>
- d. AirConnect Authorized travel agents.

The booking process for a ticket and for a certain AirConnect flight is completed only when the payment is fully processed. The AirConnect booking system will issue the ticket (e-ticket) associated with a reservation at the same time with the trip itinerary and the payment transaction confirmation. This confirmation will be sent via email, via SMS or printed, depending on the channel the passenger chose to book on.

For internet bookings, including the bookings made on the official AirConnect website, the booking number will be shown on the screen, once the transaction was successfully finalized and an email will be sent with the booking details. AirConnect strongly recommends printing the electronic ticket since this document contains information which may be required during the check-in procedure. Passengers do not need to reconfirm a flight for which they already have a booking number. The passenger is responsible to check if they received the above documents (meaning ticket, itinerary, and payment confirmation) in the provided email address, and, in case any of these documents was not delivered, the passenger needs to contact AirConnect, by calling the Call Center Department, to indicate this situation and to ask to receive a resolution.

AirConnect is not responsible in case the passenger does not present at the check-in desk, in the departure airport, the payment confirmation and the ticket itinerary printed, reason for which AirConnect is entitled to refuse boarding of the passenger in question, without being able to benefit from the rights conferred by <u>Regulation (EC) no. 261/2004</u> regarding the granting of compensations.

The passenger is fully responsible for providing correct personal contact data to receive the booking confirmation and the electronic ticket.

For any further ticket change, once the booking was completed, the conditions detailed in Article 3.3. of this agreement will be applied.

3.3. TICKET CHANGES

The Electronic Ticket bought by the passenger through any of the channels mentioned in Article 3.2 shall be valid only for the route identified on it and for the Passenger whose name is specified on the Ticket, from the place of departure to the destination, on the day and for the flight specified on such ticket.

In case the passenger wishes to change any travel-related data, such as date, route and/or name change, the passenger needs to contact the air operator with maximum 2 (two) hours before the initial departure hour and according to The General Terms and The Conditions of Carriage of AirConnect. Such changes may trigger another calculation of the tariff and the payment of a penalty fare according to the conditions related to the application of the tariff. The passenger may accept the new price or maintain the initial ticket. The rules governing the change of the Electronic Ticket are detailed in The General Terms and Conditions of Carriage which are listed on the official internet page.





The booking change can be made up to 2 (two) hours before the departure time and it is possible even if the online check-in formality was done. In such a case, once the passenger makes all the changes, the online check-in formality needs to be redone and the boarding pass reprinted. If the changes were made with less than 3 hours before the departure time, the check-in formality will be done in the airport.

In case the booking change is made online, this change is applied to all passengers in the original booking. In case the change is needed only for some of the passengers in the original booking, the passengers will need to contact The Call Center Department.

Name changes are no longer allowed if the ticket itinerary includes several flight segments, and the travel date for one of the segments has passed. Date, name, or route change is allowed at a fare class superior or at least equal to the one at which the initial ticket was purchased.

3.4. SEAT ASSIGNMENT

AirConnect reserves the right to offer any seat to the passengers, and they must accept it based on the offered availability. AirConnect has the right to reassign the passengers' seating in the aircraft, even after boarding, if this is mandatory due to operational, safety and security reasons.

If passengers paid for preferential seats, but due to operational, safety or security reasons, these could not be used, being relocated to other seats specific to an inferior fare base than the one initially chosen, the air carrier will not refund the difference, or the price paid for the initial preferential assignment.

3.5. BOOKING CANCELATION

The price paid for AirConnect bookings is not refundable. In case the passenger decides to cancel the trip with the air carrier, they can request the refund of airport taxes, but not more than 30 (thirty) days after the initial travel date, and with the provision of paying a processing fee. None of the other amounts paid by the passenger is refundable if the price conditions do not specify something else.

In case of death or of serious illness which makes it impossible for the passenger to travel, depending on the commercial strategy of the Airline, an option of refund can be accepted and with the provision of paying a processing fee.

If necessary, the Airline may approve changes to the travel date, waiving any restrictions or fees, but only if it receives an appropriate supporting document before the date of travel.

CHAPTER IV. PRICES, TAXES AND TARIFF RULES

4.1. PRICES

The fare will be applied for air transport from the point of departure to the point of destination, according to the flight itinerary. The fare of the travel ticket purchased by the passenger will be calculated in accordance with the AirConnect fares, valid on the date of purchase of the travel ticket. The fare represents the equivalent value of the air transport service, booked by the





passenger, for a certain fare family, for a certain route, flight, and date. The tariff includes the mandatory taxes, inherent to the performance of the air transport service.

4.2. TAXES

4.2.1. MANDATORY TAXES

The mandatory tax is defined as the tax imposed by the governmental institutions in exchange of provided services and rights. These mandatory taxes are inherent to air transport service and include the fuel fee and airport taxes. For more details, please check the <u>Taxes and Fees Section</u> on the Airline website.

4.2.2. ADDITIONAL TAXES

The additional taxes mean the taxes the passenger is paying to the air carrier in exchange of provided additional services.

For more information, please check The Taxes and Fees section on the Airline website.

4.3. TARIFF RULES

There are the 4 (four) family fares & bundles offered by the Airline:

Fly Light, which includes the following:

- The lowest available fare
- One small cabin baggage of maximum 6 kg and size 40cm x 30cm x 20cm
- Free online & airport check-in

Fly Value, which includes the following:

- The lowest available fare
- One small cabin baggage of maximum 6 kg and size 40cm x 30cm x 20cm
- One large cabin baggage of maximum 10 kg and size 55cm x 40cm x 20cm
- Seat selection, except for preferential seats
- Free online & airport check-in

Fly Flex, which includes the following:

- The lowest available fare
- One small cabin baggage of maximum 6 kg and size 40cm x 30cm x 20cm
- One hold baggage of maximum 23 kg and size 100cm x 80cm x 30cm
- Seat selection, including preferential seats, subject to availability
- Priority boarding
- Free online & airport check-in
- Free rebook (rebook fee is waived, but price difference can be applied); for a round trip ticket with both flight segments booked in Fly Flex or Fly Flex Plus bundle, the passenger will be able to make 2 (two) changes without paying the rebook fee regardless of which flight segment is changed.

Fly Flex Plus, which includes the following:





- The lowest available fare
- One small cabin baggage of maximum 6 kg and size 40cm x 30cm x 20cm
- One large cabin baggage of maximum 10 kg and size 55cm x 40cm x 20cm
- One hold baggage of maximum 23 kg and size 100cm x 80cm x 30cm
- Seat selection, including preferential seats, subject to availability
- Priority boarding
- Free online & airport check-in
- Free rebook (rebook fee is waived, but price difference can be applied); for a round trip ticket with both flight segments booked in Fly Flex or Fly Flex Plus bundle, the passenger will be able to make 2 (two) changes without paying the rebook fee regardless of which flight segment is changed
- 50% refund to voucher when you cancel; 50% applies to the fare base only and airport taxes are 100% refunded.

4.4. PAYMENT AND CURRENCY

The payment of the full amount of the booking represents the last step the passenger needs to make in the whole booking process, this is considered mandatory to receive the electronic ticket, the itinerary, and the payment confirmation.

The prices, the mandatory and additional taxes are paid in EUR. Even if the amounts are displayed in EUR, RON, or USD, these will be converted in EUR at the end of the booking process.

AirConnect is using an internal currency converter applied to all amounts converted from RON or USD in EUR.

Ticket can be paid by credit or debit card. Please be advised that the payment card issuer may charge additional fees for transaction processing or currency conversion.

During booking, you can check that you need an invoice and fill-in the requested information. If you did not request the invoice during booking, please send us an <u>email</u> with the company details to issue your bill.

4.4.1. Card payment

In case the passenger wants to finalize the payment using a card, the system will redirect him to **plati.online** for safe transactions. The payment can be finalized using the below types of cards depending on the chosen currency: Visa, Mastercard, Maestro. Please be advised that the payment card issuer may charge additional fees for transaction processing or currency conversion.

The payments need to be authorized by the card owner, the air carrier keeps the rights to cancel the reservation, without any notification, if there is any reasonable reason to consider the transaction as a fraud. Such situation can be determined by the following:





- The passenger cannot provide, if asked, contact data of card owner in order to proceed with the security check;
- The card owner did not authorize the payment and claims that the reservation was made fraudulently;
- There is a fraud history of previous payments initiated by the passenger or the card owner;
- The provided information which is necessary to finalize the payment is incorrect/ improper/ contradictory/ are related to fraudulent behaviour.
- There have been several attempts to make the payment, contradictory data being introduced.

CHAPTER V. PASSENGER'S PERSONAL DATA

The passenger's personal data provided by him at the time of booking is processed and used by AirConnect for the following purposes: complete the booking, purchase and issuance of the ticket, air transportation and related services, accounting, invoicing and audit (including verification of credit cards or other cards) to facilitate border and customs control procedures for safety, security, health, administrative and legal purposes, for statistical and marketing analysis, for testing its own system, its maintenance and development, to develop and deliver services, and to improve customer service. It is also possible that this data may be used for marketing studies by other companies that are not part of the AirConnect group.

Personal data processed under a contractual obligation are retained for specified periods of time that can be viewed in the <u>Company's Privacy Policy</u>. After the expiration of these time periods, processed personal data will be erased/ destroyed. For these purposes, the passenger authorizes us to use the data provided and transmit it to our offices, authorized agents, government agencies, data processors, credit companies, card issuers, to other companies involved in the transportation of the passengers concerned, or those who provide the services mentioned above. These also include sending of personal data outside Romania.

Passenger's personal data will be disclosed to public authorities upon request, in accordance with applicable law. In the context of the processing of the passenger's personal data for the above purposes, the latter has the following rights: the right of access and the right to request the rectification or erasure of personal data, the right to oppose the processing, the right not to be subject to an automatic decision (including the creation of profiles), the right to data portability, the right to lodge a complaint with the National Supervisory Authority for Personal Data Processing and the right to appeal to the competent courts. Both the passenger and the person who is booking the tickets, declare that they acknowledge the fact that AirConnect can use the personal data (name, e-mail address, telephone number, nationality, date of birth) to enable the electronic transaction and to process this information.





If the passenger does not wish to receive any information, marketing communications on behalf of AirConnect and/ or AirConnect partners, they are kindly asked to notify the Airline, using the email address mentioned in The General Terms and Conditions of Carriage.

CHAPTER VI. CONNECTIONS

AirConnect does not guarantee connections with other flights or other means of transport unless the flights are sold as connecting by the Airline. The passenger is solely responsible for any connection they made. The check-in procedure needs to be accomplished for each connected flight.

CHAPTER VII. THE CHECK-IN PROCEDURE

7.1. THE TIME LIMIT FOR THE CHECK-IN PROCEDURE

In order to complete the check-in, border and boarding formalities, passengers must arrive in time before take-off time. Check-in counters open 2 (two) hours before the departure time written on the travel ticket and close 40 minutes before the flight, the time limit may vary depending on certain flights or airports. Although the aircraft is positioned on the ground, passengers who do not fall within the time limit provided in this article will not be accepted on the flight. Completion of check-in formalities is the sole responsibility of the passengers. Passengers who do not show up in time for boarding, for whatever reason, or who lack the necessary travel documents, will not be accepted to travel, AirConnect not being responsible for the financial losses caused.

7.2 CHECK-IN OBLIGATIONS

The check-in service at the airport is free, regardless of the route the passenger will travel on.

During the check-in procedures, the passengers are obliged to present the travel ticket, the valid identity card or passport (as the case may be), the documents necessary to enter the destination country (visa), the hold and hand baggage to be checked if they are within the weight and size limits.

Given the COVID-19 pandemic, passengers must be informed of the applicable travel regulations and comply with the required conditions before traveling. Details can be found on the website of the Ministry of Foreign Affairs: <u>https://www.mae.ro/en</u>.

For special cases where the infant is already 24 months old at the time of travel and for which the parent/ legal representative already paid the infant tariff, the air carrier has the right to refuse the child for travel if the parent/ legal representative is refusing to pay the difference between the infant tariff and the child tariff.

The responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules, and instructions to travel to/from certain countries is the passengers. AirConnect has the right to refuse for travel any passenger whose documents are





not according to the laws, rules, or instructions regarding the travel. The Airline is not responsible in any way to the passenger, to obtain the necessary documents for travel or to comply with the laws, rules, requirements, or instructions about which the passenger was informed in writing or otherwise, or the consequences of the passenger not obtaining the necessary documents or not complying with the laws, rules, requirements or instructions given.

7.3. THE ONLINE CHECK-IN PROCEDURE

AirConnect offers free online check-in for all its flights. Passengers are asked to show the printed boarding pass and all the necessary travel documents at the security check, border police and boarding gate.

Passengers under the age of 18 cannot check-in online.

The free online check-in service is available 3 days before the departure date and up to 3 hours before the departure time.

If the passenger has hold baggage, they must present themselves at least 2 hours before take-off at the specially marked counters in the airports for check-in. If the passenger does not have hold baggage, he will have to present himself at the boarding gate at least 60 minutes before the departure time, having the boarding passes printed (either after the check-in process at the airport or following the online check-in process).

Passengers will assume responsibility for infringement of these time intervals and can be denied boarding. AirConnect will not refund passengers' tickets nor give any type of compensation to those who do not follow the above-mentioned rules.

For passengers with special needs, like unaccompanied minors, pregnant women, passengers with reduced mobility due to any physical disability (sensory or locomotor), permanent or temporary, intellectual disability or impairment, any other cause of disability, or age who need some degree of special accommodation or assistance, the deadline for presenting at the check-in counter remains 2 hours, even if they opt for the online check-in service.

For passengers traveling with an infant, the online check-in process involves printing the boarding pass for both the infant and the accompanying adult.

Passengers coming from a non-UE/ EEA country must go to the AirConnect check-in office for the document check before the security check and the border passing point. In case the passenger does not follow the instructions, AirConnect reserves the right to refuse boarding.

The online check-in process implies that the passenger must accept the random assignment, free of charge, of a seat on the plane. If the passenger wishes to choose a certain seat, they have this possibility before issuing the boarding pass, paying the related fees according to the <u>Taxes and</u> <u>Fees Section on the Airline website</u>.





7.4 TRAVEL DOCUMENTS

The responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules, and instructions to travel to/from certain countries is fully of the passengers. AirConnect reserves the right to refuse for travel any passenger whose documents are not according to the laws, rules, or instructions regarding the travel.

7.5. RESPONSIBILITIES UPON ENTRY IN ANOTHER COUNTRY

The passenger is fully responsible for the situations when the customs authorities in the country of destination where they have travelled with AirConnect refuse his access on the territory and compel the Airline to take the passenger back to the place of departure.

In the case of refusal of entry / immigration, the passenger will pay any fine applied to the air carrier by the Government or by the Immigration Office in question, plus the cost of transport from that country back to his country of origin or other indicated place by the competent authority. AirConnect will not reimburse the cost of any flight that the passenger cannot make due to the refusal to enter the destination country and is not responsible for any financial losses.

7.6. FINES, PENALTIES, DETENTION COSTS ETC.

If the Airline has the obligation to pay fines, penalties, or other expenses because the passenger failed to observe the laws, regulations, orders, or other travel-related requirements in the country of destination or of departure or if the Airline has to obtain for its customer the necessary documents, the passenger has the obligation to pay AirConnect back, upon the Airline request, any cost or expense incurred for such purpose. To recover such costs or expenses, AirConnect may take into consideration the value of any transport which the passenger did not use or any other funds in the Airline possession. AirConnect also reserves the right to recover any fine, penalty or costs in court.

CHAPTER VIII. BOARDING

8.1. BOARDING FORMALITIES

After performing the check-in procedure, the passenger will be informed about the place and time where they will have to present in order to complete the security, customs and boarding formalities. Given that the airport authority is responsible for allocating both aircraft slots and boarding gates, AirConnect informs passengers that these times may change after the check-in procedure is completed, which is why AirConnect is not responsible for changing boarding gate and / or boarding time. In order to avoid any confusion or delays, the passenger will have to follow carefully the announcements made both through the amplification station and on the airport monitors. AirConnect informs passengers that the boarding gate closes 20 (twenty) minutes before take-off time. Moreover, in order to avoid unpleasant situations, AirConnect advises passengers to consider that both the security check and the border crossing formalities take time, and they must not be late at the boarding gate.

8.2. SAFETY INSPECTIONS





Under certain circumstances, for flight security reasons, upon the request of governmental institutions or airport authorities, the passenger will have to undergo any necessary checks in connection with their baggage.

CHAPTER IX. DENIED BOARDING

9.1. RIGHT OF THE CARRIER TO REFUSE THE PASSENGER TO BOARD

The Airline reserves the right to deny the boarding of one of its passengers if:

a) the passenger is in a visible state of agitation as a result of the consumption of alcohol and / or psychotropic substances, his behaviour may endanger the safety of the flight or may disturb the other passengers of the flight.

b) the passenger's mental or health condition is not good, and they do not present the doctor's recommendation regarding their ability to travel by plane.

c) if during a previous flight with our company, the passenger had an inappropriate behaviour, and the Airline has reasons to believe that this will happen again.

d) if the passenger refused to comply with the Airline's conditions regarding the content, shape, and sizes of the checked-in baggage and / or any other objects accepted on board the aircraft.

e) if the passenger refused to submit to Security control, either on his/her own person or on his/her baggage.

f) if the passenger failed to pay the tariffs, charges or overcharges related to the flight, valid on the travelling date.

g) the passenger did not meet all the conditions for leaving/ entering the country.

h) if the passenger submits an Electronic Ticket which was illegally obtained, from a company other than AirConnect, from agents unauthorized by the Airline or which was reported as being stolen or lost, which is a forgery or if the passenger is incapable to prove that they are the person recorded on the Electronic Ticket.

i) if the passenger fails to observe our instructions regarding flight safety and security.

j) if the passenger behaves choleric and/ or violently, uses threatening words or insults towards the flight crew members, ground staff of the air carrier or other passengers of the flight.

If the passenger gets sick when they are onboard the aircraft and the Airline deems that an emergency landing on the nearest airport in order to receive the necessary medical assistance is for their interest, the passenger will be liable for the payment of the medical expenses and the accommodation costs for their family or friends accompanying them and for the future costs related to their carriage from the unplanned stoppage point to their final destination. The Airline recommends his customers to have a medical and transport insurance valid for the period of travel.





If the air carrier, in its reasonable discretion, has refused to carry a passenger in accordance with the provisions of this Article or if the passenger has been escorted from the aircraft on an unplanned stop, the air carrier may cancel the unused flight segment of the ticket, without the passenger having the right to be transported further. Consequently, the air carrier is not liable for any loss or damage that is alleged to be due as a result of any such refusal to carry the passenger. If, under this Article, the air carrier is forced to refuse boarding of a passenger, and this causes a flight delay, the air carrier is not responsible for this delay.

CHAPTER X. PASSENGERS WHO REQUIRE SPECIAL ASSISTANCE

10.1. GENERAL INFORMATION

Acceptance for carriage of disabled persons, pregnant women, sick persons, or other persons requiring special assistance depends on a prior arrangement with the Airline.

10.2 UNACCOMPANIED MINORS (UM)

AirConnect accepts the carriage of unaccompanied minors (UM) on its flights, but no more than 2 (two) such unaccompanied minors on a flight, aged between 5 (five) and 14 (fourteen) years. In the case of Romanian citizens, AirConnect considers as unaccompanied minors all citizens aged between 5 (five) and 18 (eighteen) years, who travel unaccompanied by an adult. AirConnect does not allow unaccompanied minors to travel on connecting flights. Unaccompanied minors must add the special unaccompanied minor service while booking the plane ticket.

Romanian citizens traveling as UM must present themselves at the airport check-in desk at least 2 (two) hours before take-off, with the necessary documents, respectively with the notarial power of attorney which gives the minor the right to travel in the care of a representative of the air carrier, the declaration to be completed at the check-in counter, as well as with any other documents required by law for travel. Other nationalities traveling as UM, must present themselves at the airport check-in desk at least 2 (two) hours before take-off, with all documents required by law for travel. Please check the current requirements in good time with the relevant embassy. In some countries special provisions apply to the entry and exit of children who are travelling alone. Please make enquiries with the relevant consulate as to whether such special provisions apply to your child's journey and whether special documents will be required. If you cannot add the unaccompanied minor special service on the Company's website, please contact the Call Center to add the service and pay the appropriate fee.

AirConnect reserves the right to refuse to carry unaccompanied minors if the results of the verification of contacts and of the availability of the person who must pick up the minor upon arrival (stated in the declaration filled in at the check-in counter) are negative/inconclusive or if there is not sufficient time to perform such verifications.

For the transport of unaccompanied minors, a fee will be charged, differentiated according to destination (internal flight / external flight). For more details, please check the <u>Taxes and Fees</u> <u>Section on the Airline website</u>.

For situations in which passengers, of a nationality other than Romanian, aged between 14 (fourteen) and 18 (eighteen) years, request assistance at the airport, the fee for unaccompanied





minors will be paid. The special unaccompanied minor service can be added either through the Company's website, if it is available, or by contacting the Call Center.

Unaccompanied minors aged between 12 (twelve) and 18 (eighteen) years, regardless of nationality, traveling on domestic flights in Romania, do not pay the additional fee, except if they request assistance at the airport.

In order to ensure that passengers comply with these requirements and restrictions necessary to complete all formalities for the transportation of unaccompanied minors, the person accompanying the minor to the airport (their legal representative) must complete the declaration for transporting unaccompanied minors at the check-in counter in the airport and bears the legal responsibility for the correctness of the information provided, as well as for the presentation of the person who takes over the minor at the destination.

10.3. PASSENGERS WITH DISABILITIES

AirConnect offers assistance for passengers with disabilities in accordance with Regulation (EC) no 1107/ 2006 of The European Parliament and of The Council from 05 July 2006 concerning the rights of disabled passengers and passengers with reduced mobility when traveling by air. Due to safety and security reasons, passengers who require special assistance cannot travel/ use the seats on the first row or at the exits of the plane, they will be assigned a window seat.

Given the principle of social inclusion and non-discriminatory treatment, disabled passengers and those with reduced mobility will receive the necessary assistance according to their special needs without being charged any additional fees.

AirConnect assumes and guarantees the transport of the disabled person or person with reduced mobility, subject to availability, during the flight, provided that the passenger is in possession of an electronic ticket for that flight and provided that the specific additional service is requested for each segment at least 48 hours before the published departure time of that flight. If a person with a disability or reduced mobility is assisted by an accompanying person, the airline will make all possible efforts to assign seats together, provided a notice is sent to us at least 48 hours before the published departure time of the flight.

If it is necessary to use a utility dog certified by the competent authorities, with valid documents, it will be boarded in the cabin provided that the specific additional service is requested, at least 48 hours before the published departure time of the flight, as well as under the condition that the person assumes to comply with the domestic legislation specific to the country where the destination airport is located and in accordance with the applicable internal rules regarding the transport of assistance dogs on board the aircraft; this type of transport will be done without additional fees.

To ensure a safe and comfortable flight, the utility dog must be trained to be obedient to commands and must behave appropriately in a public space (no barking, growling, or jumping up at people or other animals). The utility dog must fit in the foot space of the seat, must be kept on a leash, and must be muzzled.



If the airline is announced through a notice given at least 48 hours before the flight that for a person with disability or reduced mobility it is necessary to transport up to two pieces of mobility equipment, including electric wheelchairs, AirConnect will assume their transport subject to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods; transport is done at no extra charge. Due to safety and security reasons, the transport of oxygen cylinders is strictly forbidden. If the wheelchairs, other mobility equipment and assistive devices are lost or damaged during handling, during transport on board the aircraft, the passenger to whom the equipment belongs is compensated in accordance with domestic law. If necessary, flight attendants will aid in moving to toilet facilities for disabled people or with reduced mobility.

AirConnect and its agents shall make publicly available to persons with disabilities or reduced mobility information regarding special assistance that can be given to them as well as essential information on the flight, within the dedicated and existing section on the Company's website. If the airline or agents receive notice of a request for specific assistance, AirConnect will undertake to transmit this information to all factors involved.

As soon as possible after the departure of a flight, the airline communicates to the governing bodies of the destination airport the number of disabled persons and persons with reduced mobility that are on board the aircraft and require specific assistance.

AirConnect may refuse boarding and transport of a disabled person or person with reduced mobility in order to meet applicable safety requirements established by international, community or national law or in order to meet safety requirements established by the authority that issued the air operator's certificate to the air carrier concerned (respectively, the Romanian Civil Aeronautical Authority), or if the size of the aircraft or its doors makes the boarding or carriage of that disabled person or person with reduced mobility physically impossible.

10.4. SPECIAL CONDITIONS FOR PREGNANCY

Providing the passenger's pregnancy has been without complications there is no problem flying without a medical certificate whilst pregnant until the 35th week. A form (Declaration of Indemnity) must be completed in the airport that the passenger is under 35 weeks of pregnancy.

Passengers who are between 35 and 38 weeks of pregnancy can travel only if a medical certificate is presented at the airport, certificate issued within 10 days before the date of travel and containing the following information: the estimated date of delivery, confirming that pregnancy is without complications, the complete name and telephone number of the doctor. The medical certificate must state that the respective passenger can travel by plane on the date and the flight afferent to the reservation.

Expectant mothers of twins or more are permitted to travel without any medical report up to 28 weeks. If the pregnancy is between 28-32 weeks, the passenger must provide a medical report.

The obligation to present the documents stated above, attesting the right to travel, belongs exclusively to the passenger.





AirConnect reserves the right to refuse boarding to the passenger if she has a special condition. In such cases, the air carrier shall be relieved of all liability. In the absence of this medical certificate, AirConnect reserves the right to refuse boarding the passenger in question.

If the passenger has a singular pregnancy, without complications, she is not allowed to travel by plane after week 38. If the passenger has a twin pregnancy, or with triplets, etc., without complications, she is not allowed to travel by plane after week 32.

The baby's mother can travel 1 week after birth, if she has a medical certificate acknowledging that she is able to travel by plane.

CHAPTER XI. THE BAGGAGE

11.1. THE CHECKED-IN BAGGAGE

11.1.1. General Rules

Each passenger is entitled to a maximum of 4 (four) pieces of hold baggage with the maximum dimensions of $100 \times 80 \times 30$ cm (length x width x height) per piece and maximum weight of 23 kg per piece.

Each piece of baggage will be accepted based on the agreed fare base and accepted bundle; the airline reserves the right to collect extra costs for each piece of baggage accepted at the check-in desks. If the weight of a baggage piece is over 23 kg, AirConnect can ask for extra charges to accept its transport. In any situation, the maximum weight allowance of a piece of baggage cannot be over 32 kg.

Baggage weight cannot be cumulated between two or more passengers.

Children up to the age of 2 (two) years old are allowed, free of charge, one piece of checked-in baggage, with a maximum weight of 23 kg. Strollers consisting of one or several parts, used for the infant, shall be transported free of charge.

Passengers travelling with children aged between 2 (two) and 5 (five) years of age are entitled to bring one stroller per child, free of charge.

When the passenger hands over the hold baggage at the check-in counter, the baggage will be issued an Identification Tag, and it will enter the custody of AirConnect to be transported to the destination. AirConnect recommends passengers to write on the baggage their name, address, and a telephone number where they can be contacted. The hold baggage will be transported with the same aircraft as the passenger. If this is not possible for reasons beyond the control of the air carrier, AirConnect has the obligation to transport the hold baggage to the destination which is written on the electronic ticket, in the shortest time.

11.1.2. Transport of bicycles

Bicycles are accepted for transport only as checked-in baggage for a standard fee. The handlebar of each bicycle needs to be rotated and fixed along the frame, the pedals need to be removed, the wheels need to be deflated and the whole ensemble must be in a protected pack.





AirConnect does not accept the transport of electric bicycles or any other sports equipment which use any lithium battery. AirConnect reserves the right to charge additional costs for each bicycle accepted at check-in.

11.1.3. Transport of sports equipment

We accept the transport of golf sports, skiing, water skiing, golf, skiing, water skiing, surfboarding, windsurfing, fishing, scuba diving, bowling equipment, in exchange for an applicable fee. The transport of this type of sports equipment requires packaging in the appropriate cover for air transport and must not exceed the weight allowed for hold baggage (maximum 23 kg). AirConnect reserves the right to charge additional costs for each piece of sports equipment accepted at check-in.

11.2. COLLECTING AND DELIVERING THE BAGGAGE

The passenger has the obligation to collect the baggage once they get to the destination indicated on their electronic ticket.

According to Chapter VI herein included in these General Terms and Conditions of Carriage, AirConnect does not guarantee connections with other flights or with other means of transport. Therefore, AirConnect is not responsible for transferring the passenger's baggage to other airlines, the customer being the one obliged to pick-up the baggage from the band and register it further on the next flight.

If the baggage is not picked-up from the band and registered further on the next flight, and not even collected in the next 30 calendar days starting with the initial moment it was registered in the deposit, this will be kept in the airline's custody for a deposit fee. If, after 30 days since the moment the baggage was deposited, the baggage is not claimed, AirConnect can dispose of it without assuming any responsibility.

The right to collect the baggage belongs to its owner or to the legal representative who can present the identification tag of the baggage.

11.3. BAGGAGE WITH DECLARED VALUE

As an operating air carrier, AirConnect will not accept the carriage of baggage with declared value.

11.4. CARRY-ON BAGGAGE

11.4.1. Only one small carry-on bag is permitted free of charge. This must not exceed 6 Kg in weight and must not measure more than 40 cm x 30 cm x 20 cm. Depending on the fare base or the fare family of the booked ticket, a second hand baggage up to maximum 10 Kg in weight and dimensions of 55 cm x 40 cm x 20 cm can be transported in the cabin. The total dimensions of each piece of hand baggage includes all its parts (wheels, handles, outer pockets, etc.). Any other





personal items (a purse or bag), as well as any electronic devices (camera, tablet, laptop, etc.) must be included in this hand baggage.

Additionally, each passenger may bring in the cabin products purchased from Duty Free stores inside the airport, packaged and sealed in Duty Free bags.

Infants are not allowed a piece of hand baggage, but they may benefit from the advantages provided in article 11.1.1.

11.4.2. SPECIAL BAGGAGE

11.4.2.1. Cabin Seat Baggage

If passengers wish to take in the passenger cabin items that are extremely fragile, expensive, or bulky (that exceed maximum permitted weight and dimension for cabin baggage), advanced agreement shall be made with the Airline. For that purpose, an extra seat will be offered, and each seat shall be charged the amount equivalent to an additional seat.

Such baggage may include:

- (a) musical instruments
- (b) works of art
- (c) electronic equipment
- (d) diplomatic baggage
- (e) valuable baggage
- (f) other (fragile, not suitable to loading in hold, etc)

The baggage carried on extra seat shall respect these limitations:

- (a) weight of 40 kg,
- (b) dimensions:

Aircraft type	Baggage position	Cabin Seat Baggage maximum dimensions
ATR-72	Placed between two seats	43 x 155 x 23 cm (width x length x height)
	Placed on seat	43 x 50 x 97 cm (width x length x height)

Passengers travelling with cabin seat baggage will not be able to travel in the emergency row, regular exit row or aisle seat in the cabin.





11.4.2.2. Musical Instruments

Musical instruments can be transported on AirConnect flights as passenger's baggage as follows:

(a) Hand baggage

Small musical instruments can be carried as hand baggage in the place of the permitted carry-on baggage provided their number, dimensions, and weight comply with the hand baggage allowance of the booking made.

Musical instruments shall be carried in a protective case.

(b) Additional seat - Cabin Seat Baggage

Instruments such as the violoncello, drums, guitars, harps, violins, amplifiers/loudspeakers used with musical instruments, etc. will be accepted for transport in the passenger cabin on an additional seat.

(c) Checked baggage

Musical instruments can be carried as checked baggage and in that case the rules for checked baggage allowance will apply according to the booking made, regarding the number/ weight/ dimensions of the baggage.

The musical instrument shall be packed in a hard and undamaged protective case. In the event of inadequate packaging, AirConnect will not be liable for any ensuing damage claims.

If the instrument together with its casing exceeds the limits for checked baggage allowance, standard excess baggage fees will apply.

11.4.3. If a passenger arrives at the boarding gate with a piece of carry-on baggage, which does not comply with the dimensions or weight specifications in article 11.4.1, or with an additional cabin bag, the passenger will have to pay an urgent baggage processing fee. The respective baggage will be processed and transported as checked-in baggage.

11.4.4. In compliance with the Conditions of Carriage, prior to boarding all passengers must weigh their carry-on baggage to ensure it fully meets size and weight requirements (including handles, wheels, and any possible protrusion). This service is available at the check-in desk and at the boarding gate. The check-in/ boarding personnel have the right to check passengers' baggage to ensure it fully complies with provisions of these Conditions of Carriage.

11.4.5. The airline reserves the right to refuse transport of any carry-on baggage not complying with the provisions of article 11.4. Passengers who fail to comply with the Conditions of Carriage for carry-on baggage may be refused boarding should they not allow their baggage to be stored in the aircraft hold.

AirConnect will not be held accountable for any damage caused by passengers, should they refuse to comply with these conditions of carriage.

11.5. ITEMS UNACCEPTABLE IN THE BAGGAGE





It is forbidden to include in the passengers' baggage objects that could endanger the safety of the flight, the aircraft or the passengers, the items provided in the Technical Instructions for the Safe Transport of Dangerous Goods by Air issued by the International Civil Aviation Organisation (ICAO), in the instructions of the International Air Transport Association (IATA) and in our regulations (further details are available upon request), as per example:

a) Radioactive Materials.

b) Weapons and firearms, lethal or non- lethal ammunition, other than those used for hunting or sport. The following shall be an exception to this rule:

- Weapons and firearms and ammunition for hunting or target shooting which may be transported only as checked-in baggage according to our Conditions of Carriage. These must be unclamped into components, packed accordingly, and separated from the related ammunition. Ammunition must be transported pursuant to the Regulations on the Carriage of Dangerous Goods issued by ICAO and IATA. Such items must be declared at check-in.

- Panoply weapons, swords, daggers, and other similar items which may be carried only as checked-in baggage according to our Conditions of Carriage. These shall be declared at check-in.

c) Tools and other objects for cutting / drilling / blunting carried only as checked-in baggage according to our Conditions of Carriage. Such items shall be declared at check in.

d) You must not introduce in your checked-in baggage money, jewellery, precious metals, laptop computers, personal electronic items, important papers, documents, passports, or other identity documents.

The failure to observe such recommendations exonerates us from any liability related to the loss, deterioration, or destruction of the above-mentioned items, which may occur during handling or transportation.

11.6. SECURITY MEASURES FOR CABIN BAGGAGE

In accordance with the National Security Regulations, AirConnect has adopted restrictions and requirements for transport of liquids, gels, and aerosols in the hand baggage.

These restrictions are applicable for the purpose of prevention of possible terrorist acts in the civil aviation using liquid explosives.

The following products shall be deemed as liquids:

(a) Water and other types of drinks, soups, and syrups

(b) Perfumes

(c) Mascara, sprays, creams, lotions, and oils; gels, including hair and shower gels; pastes, including toothpaste

(d) Contents of pressurized containers, including shaving foam, other foams, and deodorants

(e) Any other item of similar consistency





Packaging Method:

(a) Liquid, gel, or aerosol shall be in individual containers up to 100 ml each

(b) Containers shall be packed in a transparent re-sealable or zipped plastic bag

(c) Maximum dimensions for plastic bags used for packing liquid, gel and aerosol containers shall be 20×20 cm not more than one-litre capacity

(d) Plastic bags used for packing containers with liquids, gels and aerosols shall be sealed and produced separately of all the other baggage at the screening checkpoint

(e) 1 (one) plastic bag per passenger is permitted.

Exceptions:

(a) Carriage of liquids, gels and aerosols bought in duty free shops, in security restricted areas, packed in a transparent plastic bag, which shall remain sealed until reaching the final destination. The plastic bag, sealed in a duty-free shop, shall have a receipt for the purchased product, exclusively with the date of the travel.

(b) Carriage of liquid or gruel baby foods and milk in the appropriate quantities, depending on the duration of the flight.

(c) Carriage of medicines in liquid, gel or aerosol form, used solely with the medical certificate issued by the competent medical institution or authorized dispensary.

(d) Carriage of medical preparations such as insulin, plasma, etc. solely if passengers possess a certificate obtained from a bona fide medical practitioner.

11.7. LIVE ANIMALS

11.7.1. AirConnect accepts the transport of small live PET animals (dogs and cats only) on board the aircraft; they must be at least 3 months old, vaccinated, clean, odourless, independent of breast milk, non-pregnant, in specialized cages of maximum size 40 cm x 30 cm x 24 cm (length x width x height), with a total weight of 8 kg. The cage of the animal must be provided by the passenger and correspond to the conditions of size and weight, as well as the requirements of solidity, protection of the animal and of the persons and surrounding objects. The owner has the responsibility to transport the cage under the seat in front. The owner will be assigned a window seat, except emergency exits seats. No more than 2 (two) animals are allowed on board. The transportation is done against a fee per pet, per flight segment, purchased via our website or at the airport as part of the check-in procedures.

It is permitted to transport more animals in one cage if a decent comfort is provided to stand or lay simultaneously without touching each other but respecting the weight and limit allowed. In this case, the transportation is done against a fee per cage, per flight segment, purchased via our website or at the airport as part of the check-in procedures.

Passengers travelling with infants cannot also travel with a PET in the cabin.





Passengers travelling with PET (dog or cat + cage of maximum 8 kg) in the plane cabin must go to the check-in desk in the airport at least 2 (two) hours before departure, with the documents mentioned in art. 11.7.3., to carry out the necessary formalities related to the PET. Passengers travelling with PET are required to go to the check-in desk even if the online check-in was made and/ or passengers have no baggage to register. An additional PET can be transported in the cabin only if an additional seat is purchased.

11.7.2. AirConnect allows the carriage of pets in the hold (AVIH), dogs or cats, in standard cages compliant with the IATA regulations, of no more than 120 cm x 80 cm x 80 cm (length x width x height), with a total weight of 32 kg. The transportation is done against a fee per animal, per flight segment, purchased via our website or at the airport as part of the check-in procedures.

It is permitted to transport more animals in one cage if a decent comfort is provided to stand or lay simultaneously without touching each other but respecting the weight and limit allowed. The transportation is done against a fee per cage, per flight segment, purchased via our website or at the airport as part of the check-in procedures.

No more than 2 (two) animals are allowed in hold.

If the carried animal and its cage exceed 32 kg, you must contact us to see if we can accept such animal and if so, an excess baggage fee will be applied.

The cages used to carry animals must comply with the requirements of the IATA Live Animal Regulations (LAR). The cage must:

a) be large enough so that the animal can stand upright, turn in the cage and lie horizontally normally

b) be robust, clean, closed, tight and protected against possible penetration

c) protect the person handling it against being scratched or bitten by the animal

d) prevent the deterioration of the animal's health condition

e) prevent any part of the animal from protruding from the cage

f) be adequately ventilated on at least 3 (three) sides

g) have containers for food and water to which the animal has access

h) be provided by the passenger.

The transport of brachycephalic animals in the hold is not recommended.

Passengers travelling with AVIH must go to the check-in desk in the airport at least 2 (two) hours before departure, with the documents mentioned in art. 11.7.3., to carry out the necessary formalities related to the AVIH. Passengers travelling with AVIH are required to go to the check-in desk even if the online check-in was made and/ or passengers have no baggage to register.

11.7.3. In order to travel with a pet in an EU state, live animals must meet the following requirements:

1. have a microchip implanted under the skin;

2. have a health certificate;

3. have a valid rabies vaccine, in accordance with the following EU legislation: <u>http://ec.europa.eu/food/animals/pet-movement/eu-legislation/non-commercial-eu_en</u>

4. have a passport for animals, issued by the veterinarian.





11.7.4. For passengers travelling with a pet in cabin, the allocation of seats will be in a window seat, excluding first row, in order not to create any discomfort to other passengers. In case there are more PET animals on board, AirConnect reserves the right to separate the passengers and assign them at least 10 (ten) rows apart, to avoid any loud interaction between animals.

11.8. HUMAN REMAINS

The transport of human remains is allowed only in ash urns, under the following conditions:

- the transport of human remains in an ash urn can be done either in the checked-in baggage, in compliance with the provisions of art. 11.1.1. either in the hand baggage or as hand baggage, in compliance with the provisions of art. 11.4.1, or through the cargo service.

- the packaging must ensure tightness and total discretion throughout the journey and be made of a material that allows X-ray inspection (therefore not lead or titanium).

The passenger carrying human remains in an ash urn must have all the documents required by the competent authorities at the points of departure, transit, and destination.

AirConnect is not responsible for the conditions of acceptance of the urns with human ashes of other airlines that operate possible flights in connection.

11.9. WEAPONS AND AMMUNITION

AirConnect does not transport weapons and ammunition under any circumstance.

CHAPTER XII. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

12.1. SCHEDULE

12.1.1. AirConnect flights schedule is published in the booking system on the official website and on the flight ticket. The flight times appearing in the schedule may be changed during the period between the date of publication and the date on which the passenger's travel is scheduled. Any amendment occurring in the schedule shall be introduced in the booking system on the AirConnect website.

12.1.2. Before confirming the reservation, AirConnect will inform the passenger of the flight schedule valid on that date, which shall be printed on the Electronic Ticket received as a result of making the booking and confirming the payment. AirConnect will make every effort to inform the passenger of any changes in the flight schedule, by all means available to the air carrier (e-mail / telephone / handling agent), which is why we recommend that the contact details provided in the reservation are of the passenger.

12.2. FLIGHT CANCELLATION

12.2.1. If a flight is cancelled or not carried out according to the flight schedule specified on the flight ticket, with the consent of the passengers, AirConnect will act as follows:





a. It will transport the passenger with the first flight of the air carrier to the final destination of the passenger, within the available seats, without paying additional taxes and in case it is imposed, it will extend the validity of the flight ticket,

or

b. Will refund in full the amount paid by the passenger, the Company's liability ceasing from that moment.

CHAPTER XIII. REIMBURSEMENT

13.1. Pursuant to the terms provided herein, no Electronic Ticket shall be refunded, with the exception of tickets where the fare base allows a partial cancellation and refund.

13.2. If AirConnect cannot fulfil its transport obligation, it will refund the tariff paid or part of it in accordance with this article:

a. Full refund of the amount written on the flight ticket, in case the flight has been cancelled and there is no possibility to offer an alternative.

b. In case the flight of a segment of the route registered on the flight ticket is cancelled, the amount returned to the passenger will be equal to the difference between the fare paid for the entire route and the fare applicable on the cancelled flight segment.

13.3. Reimbursements shall be made only to the persons whose name is specified on the Electronic Ticket or to those who made the payment, against submission of the unused ticket or coupon and of the payment receipt.

13.4. The applications for reimbursement shall be made in writing and sent to the airline by using the online contact form available on the official website.

13.5. The reimbursement shall be made in the same currency as the one used for the payment of the Electronic Ticket.

13.6. If the passenger accepts another form of reimbursement (additional services of the Company / vouchers / credit), the provisions hereof shall apply to the respective form of repayment.

CHAPTER XIV. CREDIT/ VOUCHER/ EMD

A credit (voucher) represents a discount that AirConnect offers to its passengers to purchase new AirConnect tickets or services. There is no physical or electronic credit. It will be used only as means of payment when booking new tickets and/or AirConnect services. The validity of the credit will be communicated to the passenger when it is granted.

The voucher or EMD (Electronic Miscellaneous Document) represents a document with a unique identification code offered by AirConnect to its passengers for future purchases (tickets/ services). The voucher or EMD can be used by calling our Customer Service Department or on the official website of the airline.





If the passenger has accepted an alternative form of reimbursement or compensation, they cannot reverse the decision.

CHAPTER XV. CONDUCT ON BOARD THE AIRCRAFT

15.1. GENERAL ISSUES

A turbulent passenger is a person who commits any of the following acts on board an aircraft, from the moment the aircraft door is closed, before take-off, until the moment it is opened, after landing, and during its processing (check -in / boarding), regardless of when it is done:

- aggression, intimidation or threat that may endanger public order and tranquillity on board the aircraft or the safety and security of persons or their property;
- deliberate recklessness or damage to the aircraft, equipment, structure and related equipment, and which may endanger public order and tranquillity on board the aircraft or the safety and security of persons or their property;
- intentional communication of false information, which endangers the safety and security of the aircraft;
- refusal to follow a legal instruction given by or on behalf of the aircraft commander by a crew member, in order to ensure the safety and security of the aircraft or of persons and property on board or in order to maintain order and discipline onboard the aircraft;
- refusal to comply with the legal instruction regarding the smoking ban on board the aircraft;

In accordance with the Tokyo Convention, and taking into account the above, the commander of the aircraft has the authority:

- to prohibit access to the aircraft of the person in an inadequate condition, in case this could endanger the safety of the aircraft or its occupants;
- to disembark any person or any part of the cargo which he considers, from his point of view, to be a potential danger to the safety of the aircraft or its occupants, the passenger being in an improper condition or behaving inappropriately having no right to a refund or compensation and with the possibility that they will be denied a future flight;
- to decide to land at the nearest airport in order to disembark the turbulent passenger.

If the inappropriate behaviour of the turbulent passenger results in the accomplishment of an act that contains the elements of a possible contravention or crime, the Airline will report both this inappropriate behaviour and its consequences to the competent authorities in order to initiate a possible contravention or criminal investigation for actions taken by the turbulent passenger on board the aircraft or during check-in/ boarding procedures. If due to the misconduct of the passenger, the air carrier is forced to divert the trajectory of the aircraft to a new destination, other than the one previously established, for the passenger in question to be disembarked, the latter will bear all costs following this forced landing, including any penalties imposed on the air





carrier by the competent authorities of the country in which it landed. The passenger is not allowed to consume alcoholic beverages, other than those served or sold by the crew members, on board the aircraft. The air carrier reserves the right to refuse to serve alcoholic beverages to any passenger who is in an inadequate condition, in order not to harm the safety and security of the flight.

15.2. ELECTRONIC DEVICES

Due to flight safety reasons, AirConnect may forbid or restrict the use of electronic devices onboard the aircraft, including mobile phones, laptops, mobile recorders, portable radios, CD players, electronic games, or transmission/reception devices, including remote controlled toys or any similar devices.

CHAPTER XVI. ADMINISTRATIVE FORMALITIES

16.1. GENERAL ISSUES

16.1.1. The passenger is entirely responsible to obtain all documents and visas necessary for their travel.

16.1.2. AirConnect is not liable for the consequences resulting from the impossibility to obtain the necessary documents or visas.

16.2. TRAVEL DOCUMENTS

Before the flight, the passenger must submit all exit, entry and health documents or other documents required by the laws, rules, orders, or requirements of the countries involved and they must allow the airline to make and keep copies of such documents. AirConnect reserves the right to refuse carriage of passengers if they do not comply with the above requirements or if their travel documents are not appropriate.

16.3. NECESSARY VISAS

Given the international relationship involved in passenger transport, each passenger has the obligation to have all the rights to enter the territory of the destination country. All necessary information can be checked by visiting the official websites of the Border Police of the destination country or by calling the local embassy/ consulate/ representation in the destination country.

For more information, passengers can check the below official website: <u>www.mae.ro/en</u>.

16.4. REFUSAL OF ENTRY IN THE DESTINATION COUNTRY

If the passenger's entry in a certain country is refused, they are liable to pay all fines or fees imposed on AirConnect by the government of the respective country and the cost they paid for their carriage from that country. AirConnect shall not pay back the tariff the passenger paid for their carriage to the country where their entry was prohibited.

16.5. PASSENGERS ARE RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.



If the airline is compelled to pay fines or penalties or to incur expenses resulting from the passenger's failure to observe travel-related laws, rules, orders, or requirements of the countries involved or from his/ her impossibility to submit the necessary documents, the passenger shall pay back to the airline, upon request, any related amount or expense. For such purpose, AirConnect may use the equivalent amount of the unused segments on their Electronic Ticket or any other funds which belong to the passenger but are in our possession and if this is not enough, the air carrier may turn against the passenger to recover the full outstanding amount.

16.6. AIRPORT CUSTOMS AND SECURITY INSPECTION

Upon request of the customs personnel or of another governmental official, the passenger will have the obligation to submit his baggage to the customs inspection. AirConnect shall not be liable for any loss or damage occurring during such verifications or due to their failure to observe such requirements.

Prior to boarding, the passenger has the obligation to undergo the security check, both for him/her and his/her baggage.

16.7. INTERRUPTION IN CASE OF EMERGENCY DURING THE FLIGHT

If one passenger gets sick when they are onboard the aircraft and AirConnect deems necessary an emergency landing on the nearest airport in order to receive the necessary medical assistance, the passenger will be liable for the payment of the medical expenses and the accommodation costs for their family or friends accompanying them and for the future costs related to their carriage from the unplanned stop point to the final destination. AirConnect strongly recommends passengers to have a medical and transport insurance valid for the period of travel.

CHAPTER XVII. LIABILITY FOR DAMAGE

17.1. GENERAL CONDITIONS OF LIABILITY

AirConnect' liability shall be determined by its General Terms and Conditions of Carriage. AirConnect' liability is limited, and the airline strongly recommends to its customers to take out adequate insurance for the travel they are planning to make.

Except for the cases provided by the Romanian and EC Regulations, AirConnect' carriage shall be subject to the rules and limitations in connection with the liability established by the Montreal Convention provided that the carriage is an international carriage to which the Convention applies. Except in the cases provided for by international law, the air transport performed by AirConnect is subject to the rules and limitations related to the liability established by Regulation (EC) no. 261/2004 only if the transport is a community one. Any liability of the air carrier for damages shall be reduced if the passenger, by any negligence, error, or omission on his part, favours, causes, or contributes to the damage. The air carrier will only be liable for damage that occurs during the flight or on the flight segments where the flight number with our code (KON) appears in the carrier's box on the travel ticket for that fight or flight segment.

17.2. LIABILITY FOR CARRY-ON BAGGAGE





AirConnect is not liable for the loss or lack of contents of the passenger's carry-on baggage.

17.3. LIABILITY FOR CHECKED-IN BAGGAGE

AirConnect' liability for the loss or lack of contents of the Checked-in Baggage shall be restricted to SDR 19 per kilogram. The value of the compensation will be determined according to the weight registered at the moment of handing over the hold baggage, and not according to the value of the missing or damaged objects. In the exceptional case that the weight of the Checkedin Baggage is not recorded upon check-in, the indemnity shall be calculated at the standard weight of 23 kilograms. If the hold baggage is damaged, it will be compensated according to its wear. Wear will be calculated as follows: in the first year of use, wear represents 20% of the purchase value, according to the purchase receipt. Starting with the second year, 10% is added to the value of the wear for each subsequent year of use. The air carrier does not assume responsibility for baggage stained with certain substances (wine, oil, food or similar) or for those that have suffered minor damage (for example: scratches, rupture of the seam caused by excess weight, and not only, cipher, keys, broken locks, broken side handles, wheels, and any baggage accessories). If the passenger shows up at the check-in counter with damaged baggage, it will be picked up and labelled with the Limited Release label, and the air carrier will have no responsibility for the condition of the baggage. If the passenger transports prohibited objects in accordance with art. 11.5 in the hold baggage, the air carrier is not liable for damage caused to them. If the hold baggage contains perishable or spoiled goods (food, beverages), the air carrier reserves the right to remove and house such contents, without the passenger being compensated.

The air carrier is not responsible for:

• damage of the hold baggage, to the extent that it occurred as a direct or indirect result of improper quality of baggage, a defect or defect in material/ shape or overloading it;

• damage caused at the Security control;

• superficial damage resulting from the normal handling of checked baggage handed over for transport, such as: loss/ destruction of tightening/ securing belts, minor cuts and scratches, flaking, loss/ damage of items attached to the baggage that were not provided by the manufacturer and not affects the normal, subsequent use of baggage (padlock, name tags, straps, covers, etc.).

The Terms and Conditions of Travel do not cancel exclusions or limitations of liability present in the international, European regulations or in the internal laws in force unless this is expressly specified. If the holder's hold baggage is delayed, the air carrier is liable for proven damages, only if it has not taken all necessary measures to avoid such damage or if it has been impossible to take such measures.

If the passenger, intentionally or negligently, contributed to the occurrence of damages, the value of the claims will be reduced by the amount related to their contribution.

17.4. LIABILITY IN CASE OF ACCIDENTS



According to European Regulation (CE) No. 889/ 2002 of The European Parliament and Council, from 13 May 2002, bringing changes for European Regulation (CE) 2027/ 1197 of the Council, from 09 October 1997, regarding the liability of the air carrier, if there are situations which may result in the death, hurting or bodily injury of the Passenger further to an accident occurring onboard an aircraft of our company or during the embarking and disembarking operations during a flight performed by AirConnect, the airline compensation is not limited financially.

For any damages up to the amount of SDR 113,000, the air carrier cannot contest the claim for compensation. For this amount, the air carrier can defend itself against any compensation, by proving that the airline and its agents respected the necessary measures in order to avoid the damage or by proving that for the airline and its agents it was impossible to apply the necessary measures. In case the air carrier proves that the damage was produced or favoured by the passenger 's negligence, the airline may be relieved in whole or in part of liability.

The airline shall make, without delay and during a period that does not exceed 15 days after the date when the identity of the person entitled to compensation was established, advance payments to the person having immediate economic needs, proportionally to the damages incurred (the amount shall not be lower than SDR 15,000 per Passenger in case of death).

Any advance payment shall not represent acceptance of liability and may be reduced from next payments, but it shall be returned if the negligence of the Passenger or of the person who received the payment caused or contributed to the damage, or if the person who received the payment is not the person entitled to compensation.

CHAPTER XVIII. DEADLINE FOR SUBMISSION OF CLAIMS OR ACTIONS

For any irregularity (loss/ damage/ theft of baggage), the passenger must report to the AirConnect Lost & Found Office, located in the airport baggage claim area, for the PIR (Property Irregularity Report) to be made before leaving the airport. If the passenger whose baggage has been delayed/ lost/ damaged does not submit a PIR report before leaving the baggage claim area at the arrival airport, the air carrier will decline responsibility.

18.1.1. Receipt of the baggage by the holder of the Identification Tag without registering a PIR, before leaving the baggage claim area of the airport of arrival, represents sufficient proof that the baggage was delivered, in good conditions and in accordance with the Transport Agreement, by the carrier.

In accordance with (EC) Regulation no. 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Regulation (EC) no. 2027/1997 regarding the liability of the airline operators in case of accidents, in case of loss or damage of a checked baggage, the passenger must file a written complaint within 7 (seven) days from the registration of the PIR, and in case of delayed baggage, the passenger is obliged to file a written complaint within 21 (twenty-one) days from the registration of the PIR.

18.1.2. It is mandatory for passengers to ask for a copy of the completed property irregularity report (called PIR) when any type of damage is noticed. This report is filled-in by an employee of the Lost and Found department in the airport with the information provided by the passenger.





The PIR is not an official complaint, it is an internal document of the airline/ handling company used to identify the baggage. The passenger must attach the PIR to the claim made in accordance with the above article, in order for it to be considered valid.

18.1.3. The airline responsibility stops the moment the checked-in baggage is placed on the baggage belt, in the airport of arrival. AirConnect will not be held responsible for baggage mistakenly identified by another passenger. The passenger who mistakenly identified the baggage is responsible for all costs incurred by both passengers involved. The authority who oversees these cases is the Police from the airport of arrival.

18.1.4. In case the passenger wants to contact the Lost & Found Office of AirConnect, the contact details are the ones written on the PIR. In case the baggage was not recovered in the above time (max. 5 days), the passenger can contact AirConnect directly at <u>bag@air-connect.com</u>.

18.2. LIMITATION OF ACTIONS

In accordance with the relevant European Regulations, any claim for compensation/ indemnity in accordance with the Travel Terms and Conditions must be submitted within 2 (two) years from the date of arrival of the aircraft or from the date on which the aircraft was to arrive. In this case, any legal action opened after the expiration of the term provided above, is considered prescribed.

18.3. TIME OF RECEIVING AND OF RESPONSE TO COMPLAINTS

If the passenger has a dissatisfaction with the AirConnect services, they can submit a request/ complaint to the air carrier by filling in the <u>form available on the website</u>, by sending an email at <u>customercare@air-connect.com</u> or by sending their written complain to the below address: Air Connect Aviation Group S.A., 42 – 44 Bucuresti-Ploiesti Road, Baneasa Business & Technology Park, Building A, 3rd floor, District 1, Bucharest, Romania.

The airline undertakes to reply to any type of complaints (to which all necessary documents/ evidence has been attached) within 60 days of receipt.

CHAPTER XIX. CARRIER'S ADDITIONAL SERVICES

19.1 PRICE FREEZE

The Price Freeze service is available on the Airline's website, when booking a flight with departure date at least 7 days after the date of booking.

Clients can opt for Price Freeze for 6 hours, thus locking the price of the selected flights for a period of 6 hours, or opt for Price Freeze for 24 hours, thus locking the price of the selected flights for a period of 24 hours. Price Freeze is confirmed after paying the appropriate fee for this service, and the Airline will guarantee the selected price for a period of 6 hours or 24 hours, according to the client's selection.

This service applies to all passengers and all flights on the reservation. After paying for this service, the reservation cannot be changed as the Price Freeze service guarantees the price only





for the flights, dates and number of passengers selected when the Price Freeze service was reserved.

The full payment of the selected flights must be done within the 6 hours or 24 hours, according to the Price Freeze service selected. If the time limit expires, the locked price is automatically cancelled. As the Price Freeze service is confirmed to the client by the Airline with the time limit included in the confirmation, if there are any questions regarding the time limit for the payment, the Airline's time system will be applied.

The Price Freeze service is not available for special offers or promotions.

The Price Freeze service fee is non-refundable and is not a down payment for the total amount of the flights selected. The service must be paid with a card (debit or credit).

For fee details, please check the <u>Taxes and Fees Section on the Airline website</u>.

Once the full payment of the selected flights is done within the time limit imposed by the Price Freeze service selected, the booking is subject to these Terms and Conditions of Carriage.

If the client does not receive a confirmation of the Price Freeze service within 1 hour after the payment of this service, either confirmation on the reservation screen or on the email address provided when purchasing the Price Freeze service, the client must contact the Airline, form and phone numbers are available <u>here</u>.

If a flight schedule change occurs during the Price Freeze period, the client can either accept the flight schedule change and confirm the reservation or can request a refund of the Price Freeze service fee.

19.2 PRIORITY BOARDING

Priority Boarding is a service that allows passengers to have priority when boarding the plane. By purchasing this service, clients will board the plane on a Priority queue before passengers that did not purchase this service.

Priority Boarding can be purchased for a fee, during the booking process or after, in Manage Booking, through the Call Center, from partner travel agencies or from the airport. For fee details, please check the <u>Taxes and Fees Section on the Airline website</u>.

19.3 FLEXIBLE SERVICE

The Flexible Service allows clients to change their flight date for any other available date without paying the date change fee. Any fare differences between the initial flight and the new flight will be paid by the client. If the fare of the new flight is lower than the fare initially bought, no refund will be applied.

This service allows only one date change per flight, any other changes will be paid according to the fees detailed in the <u>Taxes and Fees Section on the Airline website</u>.

The date change must be made at least 72 hours before the initial flight date. The Flexible Service can be bought for a fee, during the booking process or after, in Manage Booking, through the Call Center, from partner travel agencies or from the airport.





The service is available only for flights with departure date at least 72 hours after the date of booking. For round trip tickets, the Flexible Service will be automatically added on both flight segments.

For fee details, please check the Taxes and Fees Section on the Airline website.

CHAPTER XX. CARRIER'S ARRANGEMENTS FOR ADDITIONAL SERVICES

Based on the contract of carriage and the contractual terms between the passenger and AirConnect, the company undertakes to ensure for the passenger's food and drinks, on demand and for a price, during the trip. If the airline decides for and on the passenger's behalf with a third party to supply to their services, other than carriage by air, or if the airline issues a ticket or a voucher in connection with the carriage or the services (other than carriage by air) provided by a third party such as hotel reservations, car renting, lounge access or protocol access, in performing this AirConnect acts solely as the passenger's agent. Lounge Access and Protocol Access services are available only at Bucharest - Henri Coanda International Airport (OTP) and must be purchased at least 48 hours before the flight. Lounge Access is limited to 4 hours and only for international flights.

In such a case, the terms, and conditions of the third party shall apply. The airline shall be liable to you only in case AirConnect is guilty of negligence in connection with the conclusion of such arrangements.

CHAPTER XXI. FINAL CLAUSES

21.1. INTERPRETATION

The titles of each Article of these General Terms and Conditions of Carriage are for convenience only and may not be used for the interpretation of the text.

21.2. VALIDITY OF THE PROVISIONS

If one of the provisions of the AirConnect Terms and Conditions of Travel is or becomes inconsistent with the law, inapplicable or otherwise invalid, these AirConnect Terms and Conditions of Travel will be construed as if that provision was not written, and the illegality and invalidity is not affected by any other provision of the AirConnect Terms and Conditions of Travel.

21.3. CHANGE OF THE GENERAL CONDITIONS OF CARRIAGE

AirConnect reserves its right to change the terms and conditions of carriage, with the preliminary notification of these changes by publishing them on the website at the section "Terms and Conditions of Carriage".

21.4. CHOICE OF LAW AND JURISDICTION





These Terms and Conditions of Travel are governed by Romanian law. Any disagreement between the passenger and the air carrier, in connection with or deriving in one way or another from such transport, shall be subject to the jurisdiction of the competent courts in accordance with the relevant European Regulations.

21.5. AIR CARRIER INFORMATION

AirConnect, as an air carrier, assumes the responsibility to inform the passenger, at the time of booking, about the identity of the air carrier operating the flight, regardless of the method of purchasing the ticket. The passenger has the right to initiate a claim or to claim refunds and compensation from either the operating air carrier or the contractor air carrier. The passenger must always check the terms and conditions of the operating air carrier. The flights published on the official website <u>www.air-connect.com</u> are operated by Air Connect Aviation Group S.A. or the company identified as the airline in the booking process.

