

CONTRACT OF CARRIAGE

When you buy a ticket to travel with Air Century, you establish a transportation contract with us. The terms are the following:

Air Century's transport conditions apply to domestic and international travel and establishes the terms on which Air Century offers to transport passengers.

Any reference to "Air Century" in this contract refers to Air Century S.A. Some flights marketed by Air Century can be operated by the other operators. If there is an operator other than Air Century that is operating a flight, we will identify that carrier in our schedules and in written or oral communications with you during the reservation process.

Air Century can act as an agent to issue tickets, check baggage and make reservations for transportation through another Operator that has interline agreements with Air Century. For interline flights operated by other carriers, the transport conditions of the carrier operator will apply. Other carriers may have different terms and conditions applicable to their flights, and these can be obtained directly from them.

Air Century can modify these transport conditions at any time, except as provided by law. Your trip is governed by the rules in effect on the date you purchased your ticket; provided, however, that Air Century reserves the right to apply the rules in effect on the date of its trip where reasonably necessary for operational reasons and where the change in the rule does not have a significant negative impact on you. No employee or ticket agent of Air Century has the authority to modify any provision of the Transportation Conditions unless authorized in writing by an Air Century administrative officer.

SCHEDULES & OPERATIONS

Air Century makes reasonable efforts to transport you and your luggage from its origin to your destination with reasonable dispatch, but published itineraries, flight schedules, aircraft types, seat assignments, and similar details reflected on the ticket or schedules published by Air Century are not guaranteed and are not part of this contract.

Air Century can substitute alternative carriers or aircraft, change their schedules, delay or cancel flights, change seat assignments and alter or omit stopping places shown on the ticket as required by their operations, at the sole discretion of Air Century, for reasons which are established below. The sole responsibility of Air Century in the case of such changes is established in REIMBURSEMENTS.

RESERVATIONS

A. All reservations are confirmed electronically.

B. No person shall be entitled to transportation without a valid and confirmed reservation. No reservation will be considered confirmed if the purchase is not completed at least thirty (30) minutes before the scheduled departure and until the full payment has been received. No reservation paid by credit card will be considered confirmed if the transaction is not accepted by our validated payment for any reason, whether or not the passenger is notified that the reservation has been canceled.

C. All reservations are non-transferable to other people.

D. Air Century reserves the right to refuse transportation to any person who purchased a reservation in violation of the law or rules of transportation and regulations.

E. Seat assignments are not guaranteed and are subject to change without notice.

GROUP RESERVATIONS

Reservations must be made through the airline's call center when ten (10) or more passengers are booked as a group traveling on the same itinerary. If a group reservation is canceled within twenty-four (24) hours of the reservation or a week or more before the departure of the flight, the payment will be refunded in full without evaluation of a cancellation fee. Said refund will include any deposit that a party or individual must make at the time of booking. These group reserves are subject to all applicable group policies and procedures established by the Operator.

PERSONAL INFORMATION

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

DENIAL OF TRANSPORTATION

Air Century can refuse to transport any passenger and can withdraw any passenger from their flight at any time, for any of the following reasons:

- A. Government request or force majeure. Whenever necessary to comply with any law, regulation or government directive or request; or when advisable at the sole discretion of Air Century due to weather or other conditions beyond the control of the Airline including Acts of God, strikes, civil unrest, and other similar force majeure issues.
- B. When a passenger refuses to allow the registration of his person or property by explosives, weapons, dangerous materials or other prohibited items.
- C. When a passenger refuses to produce a valid identification upon request;
- D. When a passenger fails or refuses to comply with any of the Air Century rules or regulations, or any term of the Transportation Contract.
- E. Conduct or condition of the passenger: Air Century will not refuse to provide transportation to a person with a disability, based on the passenger's disability, as allowed or required by law.

Air Century will not refuse to provide transportation based on race, color, national origin, religion, sex or ancestry. Subject to these ratings, Air Century may refuse to transport any passenger, or may withdraw any passenger from your flight, in such a case as is reasonably necessary at the sole discretion of Air Century for the comfort or safety of the passenger, for the convenience or safety of other passengers or employees of Air Century, or for the prevention of damage to the property of Air Century or its passengers or employees.

By way of example, and without limitation, Air Century may refuse to transport or may withdraw passengers from your flight in any of the following situations:

- 1) When the passenger's behavior is disorderly, abusive or violent, or if the passenger seems to be intoxicated or under the influence of drugs;
- 2) When the passenger is barefoot;
- 3) When the passenger interferes with the activities of the flight crew, or does not obey the instructions of any member of the flight crew;
- 4) When the passenger has a contagious disease that can be transmitted to other passengers during the normal course of the flight;
- 5) When the passenger cannot sit in a seat with the safety belt fastened;
- 6) When the passenger's behavior may be dangerous or creates a risk of injury to himself, the crew or other passengers or to the aircraft and / or property of the Carrier, or the property of other passengers;
- 7) When the passenger is seriously ill, unless the passenger provides in writing a medical permit to fly; or
- 8) When the behavior, attire, hygiene or smell of the passenger create an unreasonable risk of offense or annoyance to other passengers.

The sole remedy of any passenger removed for any reason specified in this Rule shall be the recovery of the refund value of the unused portion of his ticket under the conditions set forth in REIMBURSEMENTS.

RATES

Transportation is subject to the rates, taxes and charges in effect on the date the confirmed reservation was made. If the reservation has been confirmed and an electronic ticket is issued before an increase in the rate becomes effective,

the reservation for the transportation as it was purchased will be honored. If the rate decreases after a confirmed reservation has been made and an electronic ticket has been issued, the Operator will not reimburse, pay or make any adjustment to the original rate. Air Century reserves the right to charge taxes, fees or additional charges imposed by a government entity after the reservation has been made and paid, but before transportation begins.

CHANGES & CANCELLATIONS

Tickets are not refundable.

1) Changes: If you wish to make changes to your reservation you must pay a penalty and an additional cost in any case there is a difference in the rate between the two reservations.

2) Cancellations: Non-refundable rates may be canceled 24 hours prior to scheduled departure for a valid travel credit for a one-year term where you will have the opportunity to re-book although you may be subject to additional charges. The credit may be used for a new reservation on behalf of the Passenger or on behalf of any other person designated by the Passenger. If the reservation is not canceled before the scheduled departure, it will result in the loss of the rate.

REIMBURSEMENTS

A. Involuntary Refunds:

If a refund is required due to Air Century's failure to operate as scheduled (except as a result of the passenger's breach of the transportation contract), the refund will be made directly to you:

- 1) If a portion of the ticket has not been used, the refund will be an amount equivalent to the rate paid.
- 2) If a part of the ticket has been used and termination (interruption) occurs: the reimbursement will be equal to the fare paid for the Transport not used from the point of termination (interruption) to the destination or next point of scale named in the ticket, or to a point where it will be transported resumed. No refund will be applied when Air Century provides alternative transportation accepted by the passenger.

TRANSPORTATION OF PEOPLE WITH DISABILITIES

A) Acceptance for transportation:

Air Century will do everything possible to accommodate a person with a disability and will not refuse to transport a person based solely on the person's disability, except as permitted or required by law.

B) Accompanying safety assistant required for certain passengers:

Air Century may require a safety assistant to accompany a person with a disability as a condition of providing transportation if Air Century determines that such a person is essential for safety, as in, but not limited to, the following circumstances:

- 1) A passenger cannot understand or respond appropriately to instructions related to safety due to a mental disability;
- 2) A passenger cannot physically assist in the passenger's own evacuation from the plane due to a severe mobility impairment; or
- 3) A passenger cannot establish a means of communication with Air Century personnel enough to receive safety information due to severe visual and auditory impairments.

C) Medical Authorization:

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

D) Restrictions and seating assignments:

When a person identifies the nature of his disability, Air Century can, as far as possible, accommodate the passenger with a seat assignment that suits the needs of the passenger, along with any attendant of security or personal companion traveling with the passenger.

E) Mobility Teams:

Air Century will accept, at no additional charge, mobility aids as a priority, which include but are not limited to:

- 1) an electric wheelchair, a scooter or a manually operated rigid frame wheelchair;
- 2) a manual folding wheelchair;
- 3) a walker, a cane, crutches or orthopedic appliances;
- 4) any device that helps the person to communicate; Y
- 5) any prosthesis or medical device.

F) Service animals:

Air Century will accept the transportation, free of charge, of a Service Animal required by a person with a disability. As much as possible, Air Century will assign a seat to the person who provides sufficient space for the person and the Service Animal. Air Century will allow the Service Animal to accompany the person aboard the aircraft and remain on the floor near the person's seat. The service animal will not be allowed to occupy a passenger seat. To the extent permitted or required by law, Air Century reserves the right to refuse transportation to any service animal when reasonably necessary, at the sole discretion of Air Century, for the comfort or safety of passengers or crew members. or for the prevention of damage to the property of Air Century or its passengers or employees.

G) Advance notice of special services:

Such requests must be made by the passenger at the time of booking and as early as possible by calling (809) 826-4333. If a passenger requests a special service at least 48 hours before departure, Air Century can, as far as possible, provide the service. If a passenger requests a service less than 48 hours before departure, Air Century will make a reasonable effort to provide the service.

UNACCOMPANIED MINORS

Air Century will not allow any child under five (5) years of age to travel on any flight unless accompanied by a Passenger of legal age.

Subject to an additional fee of US \$ 50.00, unaccompanied children between the ages of five (5) and thirteen (13) years will be accepted by the Carrier provided the child has a confirmed reservation. This service is NOT available for connecting flights. The parent / guardian / custodian must provide the Carrier with all the permits for the departure of minors according to the General Directorate of Migration of the Dominican Republic, or the corresponding permits required by each country or state of departure.

For passengers between the ages of fourteen (14) and seventeen (17) this service is optional. Air Century reserves the right to limit the number of unaccompanied minors on any flight in the interest of safety, and such determination is made only at the discretion of the operator. In the event that the carrier rejects transportation to any unaccompanied minor on this basis, Air Century will endeavor to accommodate the unaccompanied minor on the next available flight.

LUGGAGE

A. Policies and restrictions on checked and hand luggage:

The luggage and baggage policies of Air Century are available at <https://www.aircentury.com/en/baggage-basics/> and are incorporated as reference in this transport contract. These policies restrict the quantity, size and weight of luggage, and govern the transport of dangerous goods, and special items (such as medical equipment and mobility aids, musical instruments and fragile and perishable items).

B. General limitation of liability for loss, damage or delay in the delivery of luggage:

Air Century's liability for loss, damage or delay in the delivery of a passenger's checked baggage or other personal property offered to Air Century in connection with air transportation will be limited to proven damage or loss. The actual value for the reimbursement of lost or damaged property will be determined by the original documented purchase price minus any applicable depreciation for previous use. Under no circumstances will the USD \$ 2,000.00 liability for loss or damage in the delivery of luggage per passenger be exceeded.

Luggage is considered delayed when the passenger receives their luggage several hours after the flight. To receive their luggage as soon as possible, the passenger must file a claim with a customer service agent who will follow below procedure:

- PIR claim is received.
- The location of the luggage is confirmed with the airport involved.
- Validation with the luggage department about the transfer of the same to its final destination (flight and time in which will be sent).
- The passenger is informed of the time that their luggage will be sent to its final destination.
- A single basic needs payment equivalent to \$ 50 USD applies.
- Air Century will not be liable to the extent that the damage is due to incidental or force majeure, to a defect, or vice of luggage. This damage caused in case of delay, looting, destruction, loss or damage to luggage carried on board the aircraft or during any process in which the luggage is in the custody of the company.

1. Pre-Existing Damage / Ordinary Wear and Tear: Air Century is not responsible for pre-existing damage (including minor cuts, scratches and broken zippers as a result of packaging) or for wear resulting from normal baggage handling.

2. Special items (wheelchairs and personal assistance devices): The maximum liability limitations set forth above will not apply to claims for loss, damage or delay in the delivery of wheelchairs or other assistive devices. Air Century will accept these items as checked baggage regardless of packaging, but will not be responsible for the repair or replacement of such items due to damage existing at the time of acceptance (which will be noted by an agent at the time of acceptance). Air Century is not responsible for any loss or damage to precious items, nor for the deterioration or deterioration resulting from delayed delivery of any perishable item, nor for damage to fragile items that are improperly packaged, if such items are included in the checked baggage of the passenger without the knowledge of Air Century. The passenger must identify such items to Air Century at the time of check-in.

3. Loss due to governmental or airport action: Air Century is not responsible for the loss, damage or delay of a passenger's checked baggage, hand luggage, wheelchair or assistive device, or any personal item that may result from a search for security of such items carried out by an agent of any local, state or federal agency in charge of detecting airport security, or confiscation by an agent of any local, state or federal agency.

4. Time limitations for baggage claims: Air Century is not responsible for any loss, damage or delay in the delivery of baggage that arises from or in connection with transportation or the impossibility of transporting any baggage, unless the baggage is presented. notice of a claim to the Central within 24 hours after the alleged occurrence of the events that caused the claim. Any notice received within 24 hours that informs Air Century of the nature of the claim will suffice, and Air Century may deny any claim not filed within 24 hours of the alleged occurrence. The written notice of the loss must be received by the agent within 21 days after the alleged occurrence, and Air Century may deny any claim for failure to submit in writing within 21 days.

PETS

Passengers are responsible for complying with any law and / or governmental regulation of the destination to and from where the animal is being transported, including the provision of a valid health certificate and rabies vaccination certificates, when necessary.

The transport of any animal is not allowed as checked baggage; however, Air Century will allow small dogs and cats to be transported by Passengers in the cabin (no other animals allowed).

The cost for the transportation of a pet is one hundred dollars USD \$ 100.00 per pet, per trip. A passenger cannot transport more than one pet per flight. Payment and notification thereof must be made at the time of reservation. All pets must be transported in an approved cage. The policies detailing the accepted dimensions can be found at <https://www.aircentury.com/informacion-de-viajes/volarcon-mascotas/>.

The passenger assumes full responsibility for the behavior of his pet or service animal. In the event that Air Century incurs any loss, damages, delays, expenses or legal liability of any kind in connection with the transportation of said animal, the Passenger accepts full responsibility and reimburses the Carrier for all incurred expenses.

ELECTRONIC SURVEILLANCE

Passengers and their luggage are subject to inspection with an electronic detector with or without the consent or knowledge of the passenger.

SMOKING

Smoking is prohibited on all flights. This includes the use of e-cigarettes.