



**GLOBAL CROSSING AIRLINES, INC.**  
**CONTRACT OF CARRIAGE**

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# GLOBAL CROSSING AIRLINES, INC.

## CONTRACT OF CARRIAGE

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## 1. INTRODUCTION

### a. Application of Contract of Carriage to Passenger Travel

#### Introduction

This Contract of Carriage sets forth Global Crossing Airlines, Inc. (GX) general terms of transportation of passengers and their baggage on all domestic and international flight segments. These terms constitute the conditions upon which GX transports passengers and their baggage. Travel on any GX flight shall be deemed acceptance by the passenger of GX's terms of transportation.

Since other airlines may have different terms of transportation, that information must be obtained directly from the individual airline.

- (1) By purchasing or accepting transportation on GX, the passenger agrees to be bound by the terms and conditions contained in this Contract of Carriage and also agrees to be bound by (i) any terms and conditions printed on or in any e-ticket or ticketless travel reservation confirmation, (ii) terms or conditions specified on GX internet site with respect to e-tickets, reservations confirmations, or (iii) terms or conditions published in GX published fare rules and regulations, which may govern the calculation of the fare and other charges that apply to an itinerary. To the extent there is a conflict between this Contract of Carriage and the terms and conditions specified on an e-ticket or ticketless travel confirmation or the GX website(s), the Contract of Carriage governs.
- (2) GX reserves the right, in its sole discretion and to the extent not prohibited by Applicable Law, to change, delete, or add to any of the terms of this Contract of Carriage without prior notice. All changes must be in writing and approved by a corporate officer of GX.
- (3) Applicable terms and conditions are those in effect as of the date a passenger commences travel on a given itinerary. In the event these conditions of carriage are amended after a confirmed reservation is purchased, and, before the commencement of travel, in a way that substantially affects the terms and conditions of a passenger's carriage resulting in a material negative impact upon the Passenger, a full refund may be requested if the passenger disagrees to be bound by the conditions as amended. GX reserves the right to apply rules currently in effect on the date of passenger's travel where reasonably necessary for operations and where the change in rule does not have a material negative impact upon the passenger.
- (4) GX shall avail itself of the limitation of liability provided in the Montreal Convention (as defined below).

### b. Consequential Damages

- (1) Purchase of a ticket does not guarantee transportation on an GX aircraft. GX shall in no event be liable for any indirect, special, consequential or punitive damages resulting from the performance or delay in performance of, or failure to perform, transportation of Passengers and other services incidental thereto (except baggage liability as provided herein)

whether or not GX had knowledge that such damages might be incurred.

c. Definitions

**Adult** means a person who has reached his/her eighteenth birthday as of the date of commencement of travel.

**Applicable Law** shall mean all laws applicable to GX's operations, including, without limitation, all statutes, treaties, conventions, judgments, decrees, injunctions, writs and orders of any court, governmental agency or authority and rules, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority as amended and revised from time to time, and any judicial or administrative interpretation.

**Baggage** means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronics bags, computer and equipment cases, briefcases, and similar articles, whether carried by the passenger in the cabin or carried in the aircraft cargo compartments. Coats and outerwear when carried by the passenger in the passenger cabin, are not considered baggage.

**Baggage Tag/Baggage Check** means a document issued by GX to the passenger as a receipt for checked baggage and to facilitate identification of checked baggage. A portion of which, the baggage tag, is attached by GX to a particular article of the checked baggage for routing purposes; and a portion of which, the baggage check is given to the passenger for the purpose of claiming the baggage.

**Boarding Pass** means a document issued by GX entitled Boarding Pass bearing the passenger's first and last name, flight number and date, departure and destination airports. A Passenger must have a Boarding Pass to be considered to have a confirmed reserved space.

**Carriage** means the transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of GX related thereto.

**Carry-On Baggage** means baggage which passengers bring with them into the passenger cabin of the aircraft to be stored in overhead bins or underneath seats. Carry-On Baggage provided by passengers for carriage by GX must conform with restrictions on the quantity, size and weight of baggage, federal rules governing the carriage of hazardous and dangerous goods, and provisions in this Contract of Carriage on the transportation of special items (such as sporting equipment, medical equipment and mobility aids, musical instruments, and fragile and perishable items). GX assumes no liability for Carry-On Baggage lost aboard aircraft or at airports.

**Checked Baggage** means baggage of which GX takes custody and for which GX has issued a Baggage Tag/Baggage Check and is carried within the cargo compartment of aircraft. Baggage provided by passengers for carriage by GX must conform with restrictions on the quantity, size and weight of baggage, federal rules governing the carriage of hazardous and dangerous goods, and provisions in this Contract of Carriage on the transportation of special items (such as sporting equipment, medical equipment, mobility aids, musical instruments, and fragile and perishable items).

**Confirmed Reservation** means an electronic record of Carriage of Passengers on specific flights and holding seats for each Passenger once the reservation has been purchased and has

GX issued either a Reservation Receipt or an E-Ticket.

**Days** means full calendar days, including weekdays, weekends, and legal holidays (but not including the date that any notice is sent).

**DOT Hazardous Materials Regulations** are those regulations issued by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 180 (49 CFR §§ 171-180).

**E-Ticket** means the electronic document issued by GX on behalf of a passenger to an authorized travel agent, which provides for the carriage of the passenger in an associated confirmed reservation. E-Tickets are held within a database provided for by GX and accessed by authorized travel agents and issued when payment is received for such E-Ticket.

**Force Majeure Event** means any event outside of GX's control, including, without limitation, acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting GX's service, mechanical difficulties experienced by entities other than GX, Air Traffic Control, the inability to obtain fuel, airport gates, labor, or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by GX.

**Group** means the minimum number of passengers specified in conjunction with the fare as provided for in the applicable fare rules. Less than the minimum number of passengers may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted by a given fare rule.

**GX** means Global Crossing Airlines, Inc. and its officers, employees, contractors and agents acting in their official capacities.

**Montreal Convention** means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal in 1999, Montreal Convention, which establishes airline liability limits in the case of death or injury to passengers, as well as in cases of delay, damage or loss of baggage and cargo. The United States is a party to this Treaty.

**Nonstop Flight** means a flight scheduled to operate between origin and destination airports without any intermediate stops.

**One-way** means air service on GX from an originating airport to a destination airport.

**Passenger** means any person who purchases, or who contacts a ticket office or travel agent for the purpose of purchasing or considering the purchase of air transportation (except members of the Crew working on the flight and GX employees traveling in an official capacity) who are carried or holding a confirmed reservation to be carried in an aircraft with the consent of GX and who is bound by this Contract of Carriage.

**Qualified Individual with a Disability** (Qualified Individual), as defined in 14 CFR § 382.3, means an individual with a disability who, as a Passenger:

- (i) With respect to obtaining a Confirmed Reservation for air transportation on GX, offers, or makes a good faith attempt to offer, purchase, or otherwise validly obtain a Confirmed Reservation.
- (ii) With respect to obtaining air transportation, or other services or accommodations:
  - a) Buys or otherwise validly obtains, or makes a good faith effort to obtain, a Confirmed Reservation for air transportation on GX and presents himself at the airport for the purpose of traveling on the flight to which the Confirmed Reservation pertains.
  - b) Meets reasonable, nondiscriminatory Contract of Carriage requirements applicable to all passengers.
- (iii) With respect to accompanying or meeting a traveler, using ground transportation, using terminal facilities, or obtaining information about schedules, fares, reservations, or policies, takes those actions necessary to use facilities or services offered by GX to the general public, with reasonable accommodations, as needed, provided by the GX.

**Reservation Receipt** means the electronic document issued by GX directly to the passenger, which includes a reservation confirmation and provides for the carriage of the passenger. Reservation Receipts are distinct from E-Tickets, which are held within a database provided by GX and accessed by authorized travel agents and issued when payment is received for such E- Ticket.

**Round Trip** means any trip, the ultimate destination of which is the point of origin, and which is comprised of outbound and return segments.

**Safety Assistant** means a person required by GX to travel with a person with a disability, to attend to the Person with a Disability's in-flight medical needs; to assist the Person with a Disability's communication with crewmembers; or to assist the Person with a Disability's evacuation from the aircraft in the event of an emergency.

**Self-reliant** means that a person does not require services related to a disability beyond that normally provided by GX or beyond that which Applicable Law requires GX to provide.

**Service Animal** means any dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a Qualified Individual with a Disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training are not Service Animals. Service Animal also means a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts.

**Special Drawing Right** means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are reported in the IMF Survey, published weekly by the International Monetary Fund online at: <https://www.imf.org/>.

**Standby Passengers** means passengers who will be enplaned on a flight subject to

availability of space at departure time and only after all Passengers with Confirmed Reserved Space for such flight have been enplaned on such flight. Standby transportation may not be available on all flights. Standby status applies to all scheduled stops at any intermediate points on the flight.

**Ticket:** The instrument by which a passenger becomes authorized to be considered for air transportation. It is the document issued by GX on behalf of a passenger to an authorized travel agent, which provides for the carriage of the passenger occupying a single seat with an associated confirmed reservation.

**Validated Ticket:** A ticket that has been purchased (through direct payment or other satisfactory credit arrangement) and provides the authority by which a passenger can gain access to a flight for the purpose of air transportation.

## 2. RESERVATIONS

### a. Reservations

- (1) **GX Acting as Agent for another Airline:**  
GX will be responsible for the furnishing of transportation only over its own routes and subject to this Contract of Carriage. When GX issues a ticket, checks baggage or makes any other arrangements involving another airline, GX acts only as an agent for such other airline and assumes no responsibility for the acts or omissions of the other airline.
- (2) **Waiver or Modification of Terms:**  
No employee of GX has the authority to waive, modify, or alter any provisions of these terms of transportation or any applicable fares or charges unless authorized by a corporate officer of GX. GX's appointed agents and representatives are only authorized to perform services in relation to air transportation on GX pursuant to the Contract of Carriage and applicable fares and charges to GX and are otherwise not authorized to vary the terms of this Contract of Carriage.
- (3) **Reservations which hold seats are not Confirmed Reservations until purchased and are subject to purchasing time limits contained within the fare rules. Reservations which are not confirmed within the time limit are subject to cancellation.**
- (4) **Confirmed Reservation.** A reservation on a given flight is confirmed upon purchase by the issuance of a Reservations Receipt or E-Ticket.
- (5) **In accordance with 14 CFR § 259.5(a)(4) the "24-hour reservation requirement", Passengers may cancel their purchase of a Confirmed Reservation, including non-refundable Confirmed Reservations, within 24 hours of booking for a full refund provided that with respect to otherwise non-refundable Confirmed Reservations the reservation is made one week prior to departure.**
- (6) **Cancellation of Confirmed Reservations.**



- (i) **Passenger Initiated Cancellation Prior to Date of Travel.** If a Passenger cancels his Confirmed Reservation prior to the date of travel, his Confirmed Reservation may be eligible for a refund or the funds will be available for future use consistent with the fare rule and refund procedures specified in this Contract of Carriage.
- (ii) **Check-in Requirements.** Failure of the Passenger to obtain a Boarding Pass and be present, available, and appropriate for boarding in the flight's boarding gate area at least thirty minutes before the scheduled departure time may result in cancellation, at GX's sole discretion, of the Passenger's Confirmed Reservation without notice.
- (iii) **Conditions Beyond GX's Control.** GX will refuse to carry and will cancel the Confirmed Reservations of any Passenger when such refusal is necessary to comply with a government regulation, a request for emergency transportation in connection with the national defense, or when necessary or advisable by reason of weather or other conditions beyond GX's control.
- (iv) **Multiple Reservations.** GX prohibits multiple reservations for the same passenger departing from the same city on the same date. Furthermore, without notice to the passenger or purchaser, GX may cancel such reservations or any other reservations that it believes, in its sole discretion, were made without intent to travel.
- (v) **Limitation of Liability.** GX is not liable for any type of special, incidental or consequential damages when it cancels the reservations of any Passenger pursuant to the Contract of Carriage; however, the fare paid for the unused portions of travel that are cancelled by GX may be refunded or applied toward the purchase of future travel in accordance with the applicable fare rules.

b. Group Policies

Reserved.

### 3. **FARES**

#### a. Application of Fares

- (1) All fares and the corresponding operations which they represent are subject to compliance with all applicable rights, laws, and regulations applied by the relevant authority which governs where the operations occur. This includes and is not limited to the U.S. Department of Transportation (DOT), Federal Aviation Administration (FAA) and Transportation Security Administration (TSA).
- (2) All fares are per passenger and may include One-Way or Round-Trip travel as indicated in fare rules. Fares include the base fare, taxes, fees, and surcharges. Additional optional fees may apply. Fares do not include additional taxes and fees that are collected at the airport by local authorities.
- (3) GX offers a range of fares. Discounted fares are limited, subject to restrictions and availability in the sole discretion of GX and in accordance with Applicable Laws and regulations. Discounted fares are also subject to terms and conditions, published with the fares and known as fare rules. A ticket sold at a fare that is not published shall be referred to as a Special Promotion Fare ticket. Special Promotion Fare tickets may contain additional terms and conditions included in the ticket fare rules.
- (4) Carriage is subject to the fares and charges in effect when the Confirmed Reservation is purchased. Fares and charges offered by GX are subject to change without notice prior to purchase. The fare and related baggage and optional fees are guaranteed once purchased and a Reservations Receipt or E-Ticket is issued. If a Confirmed Reservation is purchased before an increase in the fare becomes effective, the Confirmed Reservation shall be honored for transportation between the airports and at the fare for which it was purchased. Should fares be decreased, Passengers are not entitled to a refund.
- (5) Changes to any portion of a Confirmed Reservation initiated by the purchaser, Passenger, or his authorized agent after its original issue will be subject to the fares, fare rules, and charges in effect on the date the change is initiated. A change constitutes a change in flight number, origin, destination, intermediate points, flight date, class of service, or fare.

#### b. Fare Rules

Fare rules include certain restrictions and fees associated to a fare, as disclosed at the time of purchase and associated with a Confirmed Reservation. Fare rules may include purchasing restrictions, minimum and/or maximum duration of stay, and certain fees for additional services.

- (1) **Guaranteed Fares**
  - (i) GX's fares are changed from time to time; however, if a fare is increased, the additional amount will not be collected provided that the flight(s) and date(s) shown on the ticket, or given to the passenger by reference, were confirmed as part of a reservation made prior to the date the fare was changed. Should the fare be reduced, no refund of the difference will be given.

- (2) Connecting Flights
  - (i) GX does not provide “connecting” service. Passengers desiring to connect with other air carriers will be responsible to make their own arrangements.
- (3) Routing
  - (i) A fare applies only:
    - a) to transportation via the intermediate cities specified by GX in connection with such fare. Any other routing may subject the passenger to an additional charge.
    - b) for transportation between the airports for which it is published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.
- (4) Children and Infant Fares
  - (i) One child under two (2) years of age, not occupying a seat and accompanied by a passenger at least eighteen (18) years of age, will be transported as a Lap Infant domestically without charge.
  - (ii) One child under two (2) years of age, not occupying a seat and accompanied by a passenger at least eighteen (18) years of age, on international flights will be charged the applicable fare.
  - (iii) All other accompanied children under twelve (12) years of age occupying seats will be charged the applicable fare.

c. Circumvention of Published Fares and Rules

GX prohibits booking practices intended to circumvent the published fare that GX intends to offer for your true itinerary. These practices include, but are not limited to:

- (1) Back-to-Back Bookings - The purchase or usage of two or more Confirmed Reservations issued at round trip fares, or the combination of two or more round trip fares end to end on the same Confirmed Reservation for the purpose of circumventing applicable stay requirements.
- (2) Throwaway Bookings - The purchase or usage of round-trip fares for one-way travel.
- (3) Hidden City/Point Beyond Bookings - The purchase or usage of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination.

d. Duplicate, Fictitious, Impossible, and Illogical Reservations

GX prohibits duplicate, impossible, or fictitious bookings, including but not limited to multiple conflicting itineraries for the same passenger on the same day or bookings with connections that depart before the arrival of the inbound flight. These types of bookings are considered fraudulent. GX reserves the right to cancel any such reservation which appear to be fraudulent.

e. Erroneous Fares

GX will exercise reasonable efforts to ensure that all fares it publishes are accurate and

available for sale, but GX, as a policy, does not file nor intend to file fares priced at zero or that are erroneous or reasonably apparent as erroneous. If an erroneous fare is inadvertently published for sale and a Confirmed Reservation is issued at the erroneous fare before it has been corrected, GX reserves the right to cancel the Confirmed Reservation purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the Confirmed Reservation for the correct fare. In this event, GX will also reimburse any reasonable, actual, and verifiable out-of-pocket expenses incurred by the purchaser in reliance upon the Confirmed Reservation purchase. The purchaser must provide receipts or other evidence of such actual costs incurred in support of any reimbursement request.

#### 4. **CONFIRMED RESERVATIONS**

##### a. General

- (1) No person shall be entitled to transportation without a Confirmed Reservation. Such Confirmed Reservation shall entitle the passenger to transportation subject to this Contract of Carriage and, in particular, certain terms and conditions as follows.
  - (i) Such Confirmed Reservation is valid between the points of origin and destination via the specific routing designated on the passenger's itinerary only.
  - (ii) Passenger is in compliance with fare rules, including proof of age and status where applicable, that entitle the Passenger to discounted fares.
  - (iii) The Passenger's Confirmed Reservation is in the Passenger's own name, as verified by appropriate identification.
- (2) **Confirmed Reservations are Nontransferable.** Confirmed Reservations, and any travel credit issued for unused Confirmed Reservations, are nontransferable. GX is not liable to the holder of a Confirmed Reservation for use or refund of such Confirmed Reservation when presented by a person other than the person to whom the Confirmed Reservation was issued. If a Confirmed Reservation is used by a person other than the person to whom it was issued, GX shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.
- (3) **Purchase of Additional Seat.** The purchase of more than one seat for use by a single Passenger is required when necessary, to accommodate:
  - (i) Guests of size who encroach on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered.
  - (ii) Guests transporting large musical instruments or electronic audio/video, medical, or otherwise sensitive equipment unsuitable for Carriage as Checked Baggage.
- (4) **Unique Seating Needs.** It is the passenger's responsibility to notify GX of any unique

seating needs. GX may refuse to transport individuals who are unable or unwilling to comply with GX's seating requirements. Purchase of an extra seat will be charged at the same price paid for the original Confirmed Reservation.

- (5) **Baggage Fees and Optional Services.** All Baggage is subject to additional fees. GX also offers optional services for additional fees, including changes to reservations, advanced seat assignments, and unaccompanied minor services. These fees are displayed in GX's schedule for baggage and other fees at time of fare purchase or upon request. Fees and related policies are subject to change, the schedule of baggage and other fees in effect at the time of purchase are guaranteed for the related Confirmed Reservation. Furthermore, GX will provide the baggage fees applicable to a passenger's itinerary on all Reservation Receipts, the online summary webpage that appears at the end of the reservations process, and in any post-purchase e-mail confirmation sent to the reserving party.
- (6) **Compliance with Contract of Carriage.** In the event that a Passenger does not comply with the terms and conditions in this Contract of Carriage, their Confirmed Reservation shall be invalidated, and GX has the right to:
  - (i) Cancel any remaining portion of the Passenger's itinerary.
  - (ii) Refuse to allow the Passenger to board or check Baggage.
- (7) **Tickets Sold by Tour Operators for Public Charters:** GX will assume no liability toward tickets sold by tour operators for public charters.

b. Refunds

- (1) Cancellations, Refunds and returns, will be specified in the individual contact client agreement, contract, or contract of carriage prior to charges.
- (2) **24 Hour Rule Refunds.** Passengers may cancel their purchase of a Confirmed Reservation, including non-refundable Confirmed Reservations, within 24 hours of booking for a full refund provided that with respect to otherwise non-refundable Confirmed Reservations the reservation is made one week prior to departure.
- (3) **Non-refundable Confirmed Reservations.** Confirmed Reservations marked as non-refundable shall not be entitled to any refund, except as provided in Article 4.b.(2). Credit issued for use on future travel to a passenger with a non-refundable Confirmed Reservation shall be in GX's sole discretion.
- (4) **Refundable Confirmed Reservations.** Cancellations and refunds for services can be requested prior to services rendered. Applicable terms and conditions are those in effect as of the date a Passenger commences travel on a given itinerary. In the event these conditions of Carriage are amended after a Confirmed Reservation is purchased but prior to commencement of travel in a way that substantially affects the terms and conditions of a Passenger's Carriage resulting in a material negative impact upon the Passenger, a full refund may be requested if the passenger does not agree to be bound by the conditions as amended. Nevertheless, GX reserves the right to apply rules currently in effect on the date of Passenger's travel where reasonably necessary for operations and where the change in rule does not have a material negative impact upon the Passenger.

- (5) **Partially Unused Refundable Tickets.** When applicable, fully or partially unused refundable E-Tickets may be submitted to the issuing travel agency for possible refund. Confirmed Reservations that have been purchased on the GX website, with the GX call center, or at a GX ticket counter may be submitted for a refund back to GX. Passengers should always contact the original issuer of the Confirmed Reservation for their specific refund policy and procedures.
- (6) **Partially Unused Tickets.** Partially Used Tickets will be processed with a reprice of the itinerary, attempting to keep fares of the fully flown fare components and replacing the unflown fare components using current fares. No changes are permitted to the fare break points of the fully flown fare components. GX will validate all fare rules at the time of reissue. The new ticket may be a lower, equal, or higher price than the previous ticket.
- (7) **No-Show Forfeiture of Funds.** Refunds of refundable Confirmed Reservations will only be processed until one hour prior to scheduled departure. In the event a Passenger with a refundable Confirmed Reservation does not request a refund at least one-hour prior to departure (i.e. a “No-Show”), any funds related to the Confirmed Reservation are forfeited, and the Passenger has no right to future carriage related to this Confirmed Reservation.
- (8) **Delays or Involuntary Cancellations.** If a passenger’s scheduled transportation is cancelled, terminated, or delayed before the Passenger has reached his final destination as a result of a flight cancellation, GX caused missed connection, flight delay, or omission of a scheduled stop, GX will either transport the Passenger at no additional charge on another of GX ’s flights, refund the fare for the unused transportation, or provide a credit for such amount toward the purchase of future travel.
- (9) **Dispute, Chargeback or Declined.** Except as otherwise provided in this Contract of Carriage, all fares and charges between points in the United States are stated in dollars and cents of the lawful currency of the United States. Except as set forth in this Contract of Carriage, a passenger is liable for the entire ticket price and fees for an issued ticket, notwithstanding any dispute, chargeback or declined form of payment. GX reserves the right to collect all such amounts at any time, including after transportation has been provided. No claims for overcharge shall be valid, and GX shall have no liability if claim is more than forty-five (45) days after the date of issue of the ticket.

c. Voluntary Changes to Confirmed Reservations

- (1) **24 Hour Rule Changes.** Passengers wishing to change their Confirmed Reservation may cancel their purchase of a Confirmed Reservation in accordance with the 24-Hour Rule and receive a full refund or book a new Confirmed Reservation, subject to any applicable fare differences.
- (2) **Change Fee.** A Passenger may request a Voluntary Change to their Confirmed Reservation by contacting the issuing travel agent or GX. Changes to a non-refundable Confirmed Reservation may be subject to a Change Fee in accordance with GX ’s schedule of Baggage and Other Fees and as indicated in fare rules applicable to the fare purchased. If the fare increases, GX will also collect the

difference between the original fare and the newly purchased fare. If the fare declines, the passenger is not entitled to a refund on a non-refundable Confirmed Reservation.

- (3) **No-Show Forfeiture of Funds.** Voluntary Changes to Confirmed Reservations on non-refundable fares will only be processed until one-hour prior to scheduled departure. In the event a Passenger with a non-refundable Confirmed Reservation does not request a Voluntary Change at least one-hour prior to departure (i.e. a “No-Show”), any funds related to the Confirmed Reservation are forfeited, and the Passenger has no right to future Carriage related to this Confirmed Reservation.

## 5. CHECK-IN

### a. Boarding Passes

- (1) **General.** Boarding Passes may be obtained:
- (i) Online through GX ’s website, applications or other digital formats available from GX
  - (ii) Check-In kiosks (where available)
  - (iii) Skycap podiums (where available)
  - (iv) GX - airport ticket counters
- (2) **Standby Travel.** Boarding Passes for Standby Passengers are available for issuance only at GX - airport ticket counters.
- (3) **Invalid Boarding Passes.** A Boarding Pass that has been altered, mutilated, or improperly issued shall not be valid and will not be accepted by GX.
- (4) **Transferability.** Boarding Passes are non-transferable. GX is not liable to the holder of a Boarding Pass for use of such Boarding Pass when presented by a person other than the person to whom it was issued. If a Boarding Pass is used by a person other than the person to whom it was issued, GX shall not be liable for the loss, destruction, damage or delay of such unauthorized person’s Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

### b. Check-in Requirements

- (1) Passenger should arrive at the airport 3 hours before scheduled flight departure.
- (2) Passengers must check-in for a flight at least 60 minutes prior to the scheduled flight departure. Failure to check in within the allowed timeframe may result in cancellation

of the Passenger's reservation without notice at GX's sole discretion.

- (3) **30-Minute Rule.** Failure of a Passenger to obtain a Boarding Pass and be present and available for boarding in the flight's boarding gate area at least thirty (30) minutes before the scheduled departure time may result in cancellation of the passenger's reservation without notice at GX's sole discretion.

## 6. ACCEPTANCE OF PASSENGERS

### a. Refusal to Transport

- (1) **General.** GX may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Passenger in any of the circumstances listed below. The fare of any Passenger denied transportation or removed from GX's aircraft enroute under the provisions of this Article will be refunded in accordance with this Contract of Carriage. The sole recourse of any Passenger refused transportation or removed enroute will be the recovery of the refund value of the unused portion of his Confirmed Reservation. Under no circumstances shall GX be liable to any Passenger for any type of special, incidental, or consequential damages for its refusal to transport any passenger or for its removal of any passenger in accordance with, but not limited to this section, or governmental laws, rules or regulations.
- (2) **Safety.** Whenever such action is necessary, with or without notice, for reasons of aviation safety. This includes a zero-tolerance policy for unruly Passengers. An unruly passenger is a Passenger who fails to respect the rules of conduct at an airport or on board an aircraft or to follow the instructions of the airport staff or crew members and thereby disturbs the good order and discipline at an airport or on board the aircraft.
- (3) **Force Majeure Event.** Whenever advisable due to Force Majeure Events outside of GX's control, including, without limitation acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting GX's service, mechanical difficulties by entities other than GX, Air Traffic Control, the inability to obtain fuel, airport gates, labor, or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by GX.
- (4) **Government Request or Regulation.** Whenever such action is necessary to comply with any government request or regulation. GX is subject to, and shall comply with, all applicable rights, laws, and regulations applied by the relevant authority which governs where the operations occur. This includes and is not limited to the DOT, FAA, and TSA.
- (5) **Interference with Flight Crew or Equipment.** Passengers who interfere or attempt to interfere with any member of the flight crew in carrying out their duties, not limited to the intent to tamper or manipulate any GX device, equipment or aircraft component.



- (6) **Search of Passenger or Property.** Any Passenger who refuses to permit the search of his person or property by GX or an authorized government agency for explosives, hazardous materials, contraband, or concealed, deadly, or dangerous weapons or articles.
- (7) **Proof of Identity.** Any Passenger who refuses upon request to produce positive identification acceptable to GX and failure of a Passenger traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over, or into which the passenger will fly. GX is not responsible for any failure or inability of a passenger to comply with government laws, regulations, orders, demands and requirements, which Passengers may be subject to without notice.
- (8) **Incompatible Medical Requirements.** GX will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on GX's aircraft: medical oxygen for use onboard the aircraft (except FAA-approved and GX accepted Portable Oxygen Concentrators (POCs)), incubators, medical devices requiring electrical power from the aircraft, or travel on a stretcher.
- (9) **Comfort and Safety.** GX may refuse to transport, or remove from the aircraft at any point, any Passenger in any of the circumstances listed below as may be necessary for the comfort or safety of such Passenger or other Passengers and crew members:
- (i) Persons engaging in disorderly, abusive, offensive, threatening, intimidating, or violent behavior prior to departure or on board the aircraft.
  - (ii) Persons who are barefoot and older than five years of age, unless required due to a disability.
  - (iii) Persons who are unable to occupy a seat with the seatbelt fastened.
  - (iv) Persons who appear to GX to be intoxicated or under the influence of drugs.
  - (v) Persons who are known by GX to have a communicable disease or infection and whose condition poses a direct threat as defined in 14 CFR § 382.3 to the health or safety of others.
  - (vi) Persons who have an offensive odor, unless caused by a disability.
  - (vii) Any person who cannot be transported safely for any reason.
  - (viii) Persons dressed in a lewd, obscene, or patently-offense manner.

- (10) **Weapons.** Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that GX will carry Passengers who meet the qualifications and conditions established in 49 CFR § 1544.219.
- (11) **Prisoners.** Prisoners (persons charged with or convicted of a crime) under escort of law enforcement personnel, unless the number of law enforcement escorts exceeds the number of persons in custody by at least one; other persons in the custody of law enforcement personnel who are being transported while wearing manacles or other forms of restraint, unless the number of law enforcement escorts exceeds the number of persons in custody by at least one; persons brought into the airport in manacles or other forms of restraint; persons who have resisted escorts; or escorted persons who express to GX an objection to being transported on the flight.
- (12) **Non-Smoking Policy.** Persons who are unwilling or unable to abide by GX's non-smoking rules, and federal laws prohibiting smoking onboard the aircraft as established in 49 USC § 41706.
- (13) **Misrepresentation.** Persons who have made a misrepresentation, which becomes evident upon arrival at the airport, and the misrepresentation renders the Person unacceptable for Carriage.
- (14) **Contract of Carriage Provisions.** Persons who have knowingly violated material provisions of this Contract of Carriage may be denied transportation at GX's sole discretion.
- (15) **Prohibition on Solicitation.** Persons who refuse to comply with instructions given by GX prohibiting the solicitation of items for sale or purchase, including airline transportation, reduced-rate travel passes, or travel award certificates.
- (16) **Pregnancy.** Any pregnant Passenger expecting delivery within seven (7) days of departure, unless GX is provided a doctor's certificate, dated within 72 hours of departure, stating that the doctor has examined and found the Passenger to be physically fit for air transportation.
- (17) **Infants.** Any infant aged fourteen (14) days or less or an infant requiring an incubator or other life support systems, even if a doctor's permission has been given.
- (18) **Severe Vision and Severe Hearing Impairments.** Any unaccompanied Passenger who has both severe vision and severe hearing impairments, unless such a passenger is able to communicate with representatives of GX by either physical, mechanical, electronic or other means. Such Passenger must inform GX of the method of communication to be used.
- (19) **Safety Instructions and Evacuation.** Any passenger whose age, mental or physical condition, disability or impairment is such that the Passenger is unable to physically assist in his own evacuation of the aircraft or, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from GX personnel, unless the Passenger is accompanied by a ticketed, competent safety assistant who

will be responsible for communicating with the Passenger in route or evacuation of the Passenger in the case of an emergency.

b. Carriage of Children

(1) **Accompanied Minor Children.**

- (i) **Children younger than fourteen (14) years old.** GX will not transport children who have not reached their fourteenth birthday unless accompanied by a Passenger at least 14 years old.
- (ii) **Unaccompanied Minor Service.** Children aged 6 to 13 may travel alone provided they do so under GX's Unaccompanied Minor Service. Children aged 14 to 17 may travel under GX's Unaccompanied Minor Service at the Guardian's request.
- (iii) **Infants.** One child, a Lap Infant, less than 2 years but at least 7 days old, not occupying a seat may travel with his/her parent or legal guardian who is also an Adult Passenger at no additional charge. Additional infants, and infants occupying a seat, must pay the applicable adult fare. A maximum of 2 infants is permitted for each Adult Passenger
- (iv) FAA regulations prohibit children under 15 and passengers caring for small children from sitting in exit row seats. Please contact GX or your specific airline for more information on its exit row policy.

(2) **Unaccompanied Minor Service.**

- (i) **General Policy and Responsibilities of GX.** Under its Unaccompanied Minor Service program, GX will supervise the child Passenger from the time of boarding until the child is met at the stopover point or destination. GX will not assume any financial or guardianship responsibilities for unaccompanied children beyond those applicable to an Adult Passenger. GX will require the responsible party taking custody of the unaccompanied minor upon arrival to provide documentation establishing their identity, and GX reserves the right to refuse to release an unaccompanied child to anyone other than the pre-designated party. GX requires that a parent or responsible Adult accompany the child until boarding and that this Adult provide the name, telephone number, and address of the party meeting the child at the transfer point or destination. GX personnel cannot administer medicine to children flying alone.
- (ii) **Children younger than six (6) years old.** GX will not accept for carriage any child younger than 6 unless he or she is accompanied by a Passenger aged 14 or older.

- (iii) **Children 7 through 13 years old.** Unaccompanied children aged 7 through 13 old inclusive will be required to use GX's Unaccompanied Minor Service and pay the applicable fee listed in GX's schedule of Baggage and Other Fees. Unaccompanied children will be accepted for Carriage by GX provided the child has a Confirmed Reservation, is not travelling on the same flights(s) with a Passenger 14 years or older, and the flight on which he or she travels does not require a change of aircraft or flight number. However, unaccompanied children holding reservations for travel may not board a flight if GX concludes that weather conditions or other operational factors are likely to prevent the aircraft from reaching the child's final destination.
  - (iv) **Child drop off and pick up.** The parent or responsible Adult who brings an unaccompanied minor child to the departure airport will be required to remain at the departure gate until the flight is airborne. GX will not permit the unaccompanied child to board the aircraft until the child's parent or responsible Adult furnishes GX with documentation (a duplicate of which must be in the child's possession) identifying the parent or responsible Adult that will be taking custody of the child upon arrival and deplaning at the destination airport. The parent or responsible Adult meeting the child at his or her destination will be required to present a valid government-issued photo ID and sign a form acknowledging that they have taken custody of the child.
- (3) **Service** GX's fees for its Unaccompanied Minor Service program are provided in its schedule of Baggage and Other Fees.
  - (4) **Child Restraint Devices.** Unless unoccupied seats are available on a flight, GX requires that Passengers purchase a seat for each child traveling on its aircraft and that children be seated in FAA-approved child restraint devices, if required or desired. Restraints approved for use by FAA will be marked with the following language – "FAA Approved in Accordance with 14 CFR 21.8(d), Approved for Aircraft Use Only" or "FAA Approved in Accordance with 14 CFR 21.305(d), Amd 21.50 6-9-1980, Approved for Aircraft Use Only." To ensure passengers purchase FAA-approved restraints and understand how to operate them, GX strongly recommends that passengers visit the FAA's webpage on flying with children at [https://www.faa.gov/travelers/fly\\_children/](https://www.faa.gov/travelers/fly_children/). Child restraint devices (CRD) will be considered as items of carry-on Baggage counting toward the adult Passenger's carry on allowance, unless the child has his own Confirmed Reservation and a seat for use of the CRD.
  - (5) **International Travel.** It is the responsibility of the parent or responsible Adult to ensure the legal requirements for international travel by minors, whether accompanied or unaccompanied, are complied with for both the origin and destination country. Additional information is available upon request.

c. Carriage of Passengers with Disabilities

- (1) GX will make every effort to accommodate a Qualified Individual with a Disability and will not refuse to transport a person solely based on the person's disability, except as permitted or required by law. Pursuant to 14 CFR § 382.113, GX is unable to

provide certain extensive inflight special services such as assistance in eating, assistance with elimination functions in the lavatory or at the Passenger's seat, or provision of medical services. GX may require, at its sole discretion, pursuant to 14 CFR § 382.29, that a Qualified Individual with a Disability be accompanied by a Safety Assistant as a condition of being provided air transportation in the following circumstances:

- (i) When the Passenger is unable to comprehend or respond appropriately to safety instructions from GX, including the safety briefing required by 14 CFR §§ 121.571(a)(3) and (a)(4) because of a mental disability;
- (ii) When the Passenger has a mobility impairment so severe that the Passenger is unable to physically assist in his or her own emergency evacuation of the aircraft; or
- (iii) When the Passenger has both severe hearing and severe vision impairments that prevent the Passenger from establishing a means of communication with GX personnel in order to permit transmission of the safety briefing required by 14 CFR §§ 121.571 (a)(3) and (a)(4).

If GX determines, in its sole discretion, that an individual meeting the criteria above must travel with a Safety Assistant and the individual disagrees and believes he is capable of traveling independently, GX will not charge the individual for Carriage of a Safety Assistant of GX's choosing. If a seat is not available for the Safety Assistant and the Qualified Individual with a Disability is unable to travel on the flight, the individual will be eligible for denied boarding compensation. For purposes of determining whether a seat is available, the safety assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.

- (2) **Medical Certificate.** If GX concludes there is reasonable doubt that a Passenger can complete their flight safely without requiring extraordinary medical assistance during flight, GX may require submission of a medical certificate as a condition of providing the Passenger with transportation. A medical certificate is a written statement from a doctor asserting that an individual is capable of completing a flight safely, without requiring extraordinary medical assistance during flight. The medical certificate must be dated within 10 days of the Passenger's departure flight.
- (3) **Assistive Devices.** Mobility and other assistive devices used by a Qualified Individual with a Disability may be carried in the aircraft cabin in addition to the carry-on Baggage allowance. When necessary, GX will provide assistance in loading, stowing, and retrieving carry-on items, including assistive devices. GX will also assemble and disassemble wheelchairs without charge that will be stored in the aircraft cabin during flight. If the device cannot be carried in the aircraft cabin in accordance with FAA regulations, the device will be checked and carried free of charge in addition to the free Baggage allowance. No oversize or excess weight charges will be assessed. Assistive devices not for the personal use of the Passenger will be conditionally accepted and may be subject to oversized or overweight charges.
- (4) **Manual Wheelchairs.** To the extent permitted by space and facilities, GX will permit a Passenger using a manually operated wheelchair to remain in the wheelchair:

1) until the Passenger reaches the boarding gate; 2) while the Passenger is moving between the terminal and the aircraft door; and 3) while the Passenger is moving between the terminal and the aircraft.

- (5) **Limitation of Liability.** GX's liability with respect to damage to or loss of mobility and other assistive devices shall not exceed the documented original purchase price of the assistive device pursuant to 14 CFR § 382.131. GX will also compensate the Passenger for other reasonable expenses incurred as a direct result of the loss of, damage to, or delayed delivery of the mobility or assistive device.
- (6) **Seating.** When a person identifies the nature of his or her disability, GX will, to the extent possible, accommodate the Passenger with a seat assignment that suits the Passenger's needs, including seating the Passenger together with any Safety Assistant or Personal Attendant traveling with the Passenger. Qualified Individuals with a Disability will not be prohibited from occupying seats in designated emergency exit rows, except to the extent required by law.

d. Carriage of Animals

- (1) On domestic (between two points within the United States or between the United States and Puerto Rico and St. Thomas, U.S.V.I.) and international flights, GX accepts small pets for transportation in the passenger cabin. GX will not transport any birds to/from Puerto Rico and St. Thomas, U.S.V.I. The following animals are permitted in the cabin: dogs, cats, and small household birds.
- (2) **Documentation and International Animal Travel Regulations.** On domestic flights, GX requires each pet be accompanied by a Health Certificate signed by a licensed Veterinarian dated within 30 days of travel. Any pet eight (8) week or older must at minimum have been tested for Intestinal Parasites and the Health Certificate must indicate that the pet is "Free" of Endo and Exto parasites. Any pet sixteen (16) weeks or older must at minimum have been vaccinated against Rabies, tested for Intestinal Parasites and the Health Certificate must reflect the pet is current with such vaccines and is free of Exto and Endo Parasites. On International Flights, GX requires each pet be accompanied by an International Health Certificated signed by a Licensed Veterinarian dated within 10 days of travel. Any pet eight (8) weeks or older must at minimum have been tested for Intestinal Parasites and Health Certificate must indicate that pet is "Free" of Endo and Exto parasites. Any pet sixteen (16) weeks or older must at minimum have been vaccinated against Rabies, tested for Intestinal Parasites and the International Health Certificate must reflect the pet is current with such vaccines and is free of Exto and Endo Parasites.
- (3) For pets departing the United States, the International Health Certificate must also be stamped by the United States Department of Agriculture within 10 days of travel.
- (4) For pets returning to the United States, an International Health Certificate signed by a Licensed Veterinarian of the Foreign Country where the Passenger and pet are traveling from, dated within 10 days of travel will also be required. Any pet eight (8) weeks or older must at minimum have been tested for Intestinal Parasites and Health Certificate must indicate that pet is "Free" of Endo and Exto parasites. Any

pet sixteen (16) weeks or older must at minimum have been vaccinated against Rabies, tested for Intestinal Parasites and the International Health Certificate must reflect the pet is current with such vaccines and is free of Exto and Endo Parasites.

- (5) If a Passenger is not able to provide the required documentation, the departure agent may refuse the pet for transport, even if on the returning portion of the Passenger's trip. It is the passenger's sole responsibility to ensure that they meet all of the regulations for Pet Transport to and from their final destination.
- (6) Some ports of entry have specific requirements before pets will be accepted into the country, which may include quarantine. Please refer to the U.S. Department of State website or contact your local consulate for further details.
- (7) **Pets**
  - (i) **Pets Allowed in the Cabin.** GX accepts domestic cats, dogs, and small birds, that have been vaccinated and are at least eight weeks old and contained in a pet carrier. Each pet must be accompanied by a Passenger, and Passengers may not travel with more than one pet. Passengers subject to the unaccompanied minor service may not travel with a pet. GX reserves the right to limit the number of pets carried on an aircraft to six. Pets are accepted on a first-come, first-served basis.
  - (ii) **Pet Carriers.** The Pet Carrier must conform to the personal item dimensions of: 14" x 10" x 8". The container must be inspected and approved by GX and be able to fit underneath the seat in front of the Passenger traveling with the animal. The pet must be able to stand and turn around in the container. Only one (1) pet container, with a maximum of two (2) pets per container, per Passenger is permitted. The pet(s) may not be removed from the container during transit.
  - (iii) **Pet Fares.** All occupied pet carriers are subject to the applicable fee listed in GX's schedule of Baggage and Other Fees. Pet reservations can only be booked by calling GX. The pet fare must be collected at the airport ticket counter, is nonrefundable, and may not be applied toward future travel if unused. Passenger traveling with a pet must check the pet in at the airport ticket counter and pay the pet fare before proceeding to the departure gate.
  - (iv) **Pets Incompatible with Air Travel.** GX retains the right, at its sole discretion, to refuse to transport any pet that exhibits aggressive behavior or any other characteristics that appear to GX to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft. The pet(s) must be healthy, harmless, inoffensive, odorless, and require no attention during the flight. If the pet becomes ill during the flight, oxygen or other first aid procedures will not be administered. In the event of an emergency, an oxygen mask will not be available for the pet. GX assumes no liability for the health or well-being of carry-on pets.

- (v) **Pets Carried in Cargo Compartment.** Some GX aircraft may not be able to accept pets in the carried cargo compartment. For the safety of the animal GX reserves the right to cancel or refuse carriage to any animal which cannot be transported properly.

(8) **Service Animals**

- (i) GX permits fully trained Service Animal used by a Qualified Individual with a Disability to accompany the Passenger onboard the aircraft at no charge.
- (ii) Evidence that an animal is a Service Animal may consist of the presentation of identification cards, tags, or other written documentation; the presence of harnesses or markings on harnesses; or the credible verbal assurances of the Qualified Individual with a Disability using the assistance animal.
- (iii) GX will permit a Service Animal to accompany a Qualified Individual with a Disability, unless GX determines in its sole discretion that the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation or the animal poses a safety risk to Passengers and/or the flight crew. A Service Animal may not occupy a seat, nor will it be permitted to be located in an exit row. It is preferred that the Passenger and Service Animal be seated behind a bulkhead wall.
- (iv) A trained Service Animal accompanied by a trainer will be permitted to travel aboard GX's aircraft only if the animal is being delivered to the domicile of an individual with a disability who either owns or, upon delivery, will take immediate ownership of the animal for that individual's personal use. No charge will be assessed for Carriage of a trained Service Animal being delivered to the domicile of the animal's owner under such circumstances.
- (v) Animals in training to become Service Animals will not be accepted by GX for transport under this Article 6.d.(8). Passengers wishing to transport animals in training to become Service Animals may be permitted to do so as pets.
- (vi) GX retains the right, in its sole discretion, to refuse to transport any Service Animal exhibiting or known to have exhibited aggressive behavior or any other characteristics that appear incompatible with air travel.
- (vii) Local laws and regulations at a Qualified Individual's with a Disability final or intermediate destination(s) may apply and impose further requirements or restrictions. Qualified Individuals with a Disability assume full responsibility for compliance with all governmental laws and regulations, including but not limited to, health certificates, permits and vaccinations required by the country, state, or territory from and/or to which the assistance animal is being transported. GX is not liable for any assistance or information provided by GX or any employee or agent thereof to any Qualified Individual with a Disability relating to compliance with such laws and regulations. Subject to Applicable Laws and regulations, a Qualified Individual with a Disability is solely



responsible for any expenses incurred or any consequences resulting from his or her failure to comply with Applicable Laws and regulations. GX expressly reserves the right to seek reimbursement from a Qualified Individual with a Disability for any loss, damage, or expense suffered or incurred by GX resulting from such Qualified Individual's with a Disability failure to comply with Applicable Laws and regulations.

(9) **Law Enforcement and Search and Rescue Dogs**

- (i) **Law Enforcement and Search and Rescue Dogs Allowed in the Cabin.** GX accepts fully trained law enforcement dogs trained in explosives or drug detection (or other specific functions) and search and rescue dogs for transportation, without charge, when accompanied by their respective handlers on official business.
- (ii) **Documentation.** Each Passenger traveling with a law enforcement or search and rescue dog must present a letter of mission and a copy of the animal's certification.
- (iii) Law enforcement and search and rescue animals in training will not be accepted by GX for transport under this section. Passengers wishing to transport law enforcement and search and rescue dogs in training may be permitted at the discretion of GX.
- (iv) **Law Enforcement and Search and Rescue Dogs Incompatible with Air Travel.** GX retains the right, at its sole discretion, to refuse to transport any dog that exhibits aggressive behavior or any other characteristics that appear to GX to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft.

## 7. **ACCEPTANCE OF PASSENGERS**

a. Carry-on Baggage

- (1) **General.** GX, in its sole discretion, will determine whether or not any Baggage, due to its weight, size, contents, or character, may be carried in the passenger cabin of the aircraft. All Carry-on Baggage must be stowed underneath a seat or in an overhead compartment.
- (2) **Responsibility of Passenger.** Carry-on Baggage is the sole responsibility of the passenger.
- (3) **Allowable Carry-on Baggage.** In accordance with the fare rules outlined in this Contract of Carriage, passengers are restricted to one item of carry-on Baggage (e.g., roller bag, garment bag, tote bag) not to exceed 22 pounds / 10 kilograms and not to

exceed external dimensions of 9" x 14" x 22" / 23 cm x 36 cm x 56 cm plus one smaller personal-type item (e.g., purse, briefcase, laptop computer case, backpack, small camera), provided that such items are capable of being carried onboard the aircraft by one Passenger without additional assistance, unless the Passenger requires assistance due to a disability, and are capable of being stowed under a seat or in an overhead compartment. Sizing boxes with 9" x 14" x 22" dimensions are located at many of GX's check-in locations, ticket counters, departure gates, boarding locations, and on many jet bridges. GX reserves the right to further restrict the number of carry-on items.

- a) A roller bag that otherwise would meet the 9" x 14" x 22" / 23 cm x 36 cm x 56 cm dimensions if the wheels were removed will be accepted.
  - b) Oversized articles of reasonable carry-on size that protrude from only one side of the sizing box and, because of their fragile nature, would be at greater than normal risk of damage if carried in the cargo hold (e.g., small musical instruments, blueprints, map tubes, fishing poles, artwork, media cameras/video equipment) are considered personal-type items and may be carried in the passenger cabin if remaining onboard space permits and the item fits in an overhead compartment without depriving other Passengers of sufficient overhead compartment space.
- (4) **Outerwear.** In addition to the Carry-on Naggage allowance provided herein, a coat, jacket, wrap, or similar outer garment may be carried onboard the aircraft.
- (5) **Instruments and Equipment.** The following conditions apply to acceptance for Carriage in the cabin of large musical instruments and electronic, computer, audio/video, or other equipment and parts thereof, the size or shape of which prevents such instruments or equipment from being handled as normal Carry-on Baggage:
- a) The instrument or equipment must be contained in a case.
  - b) A reservation must be made for the instrument or equipment at a charge no greater than the lowest fare for each seat used.
  - c) The instrument or equipment must be secured in the first window seat aft of a floor to ceiling bulkhead.
- (6) GX, at its sole discretion, will not transport items of Carry-on Baggage that it determines may be harmful or dangerous to a Passenger(s), the flight crew, or the aircraft.

## b. Acceptance of Checked Baggage

- (1) **General.** GX, in its sole discretion, will accept personal property of the Passenger as Baggage subject to the following conditions:
  - a) GX will refuse to accept Checked Baggage for transportation on a flight if the passenger does not have a Confirmed Reservation for transportation on that

same flight.

- b) GX will only accept Checked Baggage for transportation if it and its contents can withstand ordinary handling, and if its weight, size, and character render it suitable for transportation on the particular aircraft on which it is to be carried, unless the Passenger agrees to assume the risk of checking the Baggage and GX conditionally accepts it pursuant the Contract of Carriage.
- c) Each piece of Checked Baggage tendered to GX must have a current identification tag or label with the Passenger's name, address, and telephone number.
- d) With the exception of wheelchairs, mobility aids, and other assistive devices used by a Qualified Individual with a Disability, GX will not accept as checked baggage any item which exceeds the following Maximum Weight and Maximum Dimensions:
  - Maximum Weight: 100 pounds / 45 kilograms.
  - Maximum Dimensions: Outside linear measurements (i.e., the sum of the greatest outside length plus height plus width) that exceed 90 inches / 230 centimeters.
- e) GX will not accept Checked Baggage to any point other than the final destination contained in the Passenger's Confirmed Reservation.
- f) GX will not accept Checked Baggage that, because of its nature, contents, or characteristics (e.g., sharp objects, paint, corrosives, or other hazardous materials prohibited by DOT Hazardous Materials Regulations), might cause injury to Passengers or GX, damage to aircraft or other equipment, or damage to other Baggage.
- g) GX will not accept Checked Baggage that it determines cannot safely be carried in the Baggage compartment of the aircraft for any reason.
- h) GX complies with DOT Hazardous Materials Regulations and will not transport hazardous material included herein but not limited to: Adhesives, Aerosols, batteries, burning gel or paste, camping fuel, engine with residual fuel, fireworks, gasoline, lighter fluid, lighters butane, matches, paints and solvents, scuba tanks pressurized, sealants and flares.

The following link can provide Passengers with additional guidance on the FAA PackSafe guidance: <https://www.faa.gov/hazmat/packsafe/>

### c. Surveillance and Inspection of Baggage

All Baggage tendered to GX for transportation is subject to electronic and physical surveillance and inspection by GX and/or authorized government agencies with or without passenger's consent.

d. Checking of Baggage

- (1) GX will not accept or hold Baggage from a Passenger on day of travel at GX's airport ticket counter or curbside check-in locations (where available) if tendered to GX earlier than four hours in advance of flight departure time.
- (2) Where available, Baggage may be accepted at an earlier time at authorized offsite Baggage check-in facilities.
- (3) Baggage must be checked at GX's airport ticket counter or curbside check-in locations (where available) at least 60 minutes prior to the flight's scheduled departure time, except where a longer requirement applies.
- (4) Baggage checked in less than 60 minutes prior to a flight's scheduled departure time may be accepted as late-Checked Baggage. GX will make reasonable efforts, but cannot guarantee, late-Checked Baggage will be transported on the same aircraft the Passenger's is traveling on, and GX will not assume responsibility for delivery charges if such Baggage arrives at the Passenger's destination on a subsequent flight. GX also has the right to refuse Baggage checked in less than 60 minutes prior to a flight's departure for any reason.

e. Checked Baggage Allowance

- (1) **General.** In accordance with with the fees and limitations established in GX's schedule of Baggage and Other Fees, fare rules, maximum weight and dimensions established in this Contract of Carriage and other rules contained herein, GX will transport a maximum of 5 Checked Bags per Passenger, unless otherwise stated by fare rules or contract. Fees will be assessed as determined in GX's schedule of Baggage and Other Fees, and may vary depending on fare purchased, weight, linear dimensions, and number of Checked Bags.
- (2) **Military Baggage Allowance.** Military Passengers traveling on active duty or permanent change of station (PCS) orders will be exempt from the excess, oversize, or overweight Baggage charges, provided that none of the pieces of baggage exceeds the maximum weight and dimensions.
- (3) **Travel Equipment for Infants and Small Children.** One stroller and one Child Restraint Device (car seat) per fare-paying passenger will be conditionally accepted without charge and will not count toward a Passenger's free Checked Baggage allowance.
- (4) **Firearms.** GX will not accept assembled firearms and ammunition for transportation on flights other than entirely within the United States. GX, in its sole discretion, may allow firearms on domestic flights, subject to the size and weight specifications contained in this Contract of Carriage.
  - a) **General.** Firearms (*e.g.*, sport rifles, shotguns, and handguns) may be transported as Checked Baggage, so long as they are unloaded and encased in

a hard sided, locked container acceptable to GX for withstanding normal Checked Baggage handling without sustaining damage to the firearm, with the Passenger retaining possession of the key or combination to the container lock.

- b) **Ammunition.** Small arms ammunition intended for sport or hunting will be accepted only if carried within sturdy Checked Baggage and, in the manufacturer's, original container or an equivalent fiber, wood, or metal container specifically designed to carry ammunition and providing for sufficient cartridge separation. Magazines and clips containing ammunition must be securely packaged to protect the cartridge primers. GX will accept no more than 300 rounds of pistol (rim fire) ammunition, 120 rounds of rifle (center fire) ammunition, or 150 shotgun shells per Passenger, with a total gross weight of the ammunition plus containers not to exceed 11 total pounds per Passenger.
  - c) **Gun Boxes.** Gun boxes designed to hold no more than two sporting rifles, shotguns or handguns are exempt from oversize Baggage charges; however, they will be subject to excess Baggage and weight charges if applicable.
- (5) **Sporting Equipment.** Any of the items listed below may be checked in substitution of one piece of the free Checked Baggage allowance for each Passenger at no charge on a one-item-for-one-bag basis. Such Sporting Equipment may not exceed the Maximum Weight and Dimensions established in this Contract of Carriage. Fees may be assessed in accordance with GX's schedule of Baggage and Other Fees based on the fare purchased, weight, dimensions, and number of Checked Bags.
- a) Archery equipment, including a bow, arrows, and an average size target (large target stands cannot be accepted), so long as the bow and arrows are encased in a container acceptable to GX for withstanding normal Baggage handling without sustaining damage to the equipment.
  - b) Baseball/Softball equipment, including one bag generally consisting of four bats, one helmet, one pair of cleats, one uniform, one glove, and one pair of batting gloves. The catcher may have additional equipment.
  - c) Boogie or knee board.
  - d) Bowling bag, including ball(s) and shoes.
  - e) Bicycles (defined as nonmotorized and having a single seat) properly packed in a hard-sided bicycle box that fall within the dimensions and weight limits established for normal Checked Baggage, (i.e., 62 inches or less in overall dimensions and less than 50 pounds in weight). Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other Baggage. Bicycles packaged in cardboard or soft-sided cases will be transported as conditionally accepted items.
  - f) Fishing tackle box and fishing rod, so long as the rod is encased in a cylindrical fishing rod container suitable to GX for withstanding normal Checked

Baggage handling without sustaining damage to the rod.

- g) Golf bag in hard-sided golf bag carrying case provided by Passenger, including clubs, balls, and shoes. Hooded golf bags or golf bags in a soft-sided carrying case provided by the Passenger will be conditionally accepted as outlined.
- h) Hockey and/or lacrosse stick(s), two hockey sticks taped together and one hockey equipment bag generally consisting of hockey pads, helmets, pants, jersey, gloves, and skates.
- i) Kiteboard.
- j) Scuba equipment provided air tanks are empty and all accompanying equipment (e.g., BCD, weight belt, one regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one knife, and one safety vest) are encased together in a container acceptable to GX. TSA regulations require scuba tanks to travel empty and without the valve, so the interior of the tank is open to inspection. Store the valve either in your Checked or Carry-on Baggage
- k) Skateboard.
- l) Snow ski equipment, including skis or snowboards, ski boots, and ski poles, including one pair of skis or one snowboard, one set of poles, and one pair of ski/snowboard boots encased in a container(s) acceptable to GX.
- m) Water ski equipment encased in a container(s) acceptable to GX and including no more than one pair of water skis and one life preserver.

f. Baggage Fees

- (1) **Baggage Fees.** Each piece of Baggage is subject to fees in accordance with GX's Baggage and Other Fees schedule. Such fee schedule in effect at the time of purchase, and certain attributes of the Confirmed Reservation and Baggage will determine the fees. Attributes include the Fare Class purchased, and size, dimensions, and number of pieces of Baggage the Passenger wishes to carry.
- (2) **Prohibited Baggage.** Checked Baggage in excess of the Maximum Weight or Maximum Dimensions established in the Contract of Carriage are prohibited. Baggage in excess of 6 pieces per Passenger is prohibited. Any Baggage which contains restricted hazardous materials is prohibited.

g. Special Items

The items listed below shall be acceptable for Carriage as Checked Baggage upon the Passenger's compliance with the special packing requirements.

- (1) **Camera, film, video, lighting, and sound equipment** will be accepted when

tendered by representatives of network or local television broadcasting companies or commercial film-making companies. A charge will be applied for each item in excess of the free Baggage allowance.

- (2) **Javelins** in a single bag, regardless of the number of javelins encased together, will be accepted.

#### h. Conditional Acceptance

GX may, at its sole discretion, but is not obligated to, conditionally accept the following categories of items for Carriage as Checked Baggage subject to the Passenger's assumption of risk for damage to or destruction of such items. Checking items in the condition described below is considered by GX as Passenger's agreement to this assumption of risk. See Article 9 below for conditions regarding Baggage on international flights.

- (1) Fragile or perishable items
- (2) Previously damaged items
- (3) Improperly or over-packed Baggage
- (4) Soft-sided cases or unprotected/unpacked items

#### i. Limitations of Baggage Liability for Domestic Flights

- (1) **General.** The liability, if any, of GX for loss of, damage to, or delay in the delivery of Checked or Carry-on Baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by a Qualified Individual with a Disability, is limited to the proven amount of damage or loss, but in no event shall be greater than \$3,800.00 per fare-paying Passenger pursuant to 14 CFR § 254. GX will compensate the passenger for reasonable, documented damages incurred as a direct result of the loss of, damage to, or substantially delayed delivery of such Baggage up to the limit of liability, provided the passenger has exercised reasonable efforts and good judgment to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage.
- (2) GX does not assume liability for claims of missing or damaged articles if a Passenger's Checked Baggage is not damaged, delayed, or lost.
- (3) **Baggage Delivery.** GX will pay delayed Checked Baggage delivery charges only so long as such Baggage was tendered to GX by the Passenger at least 60 minutes prior to the scheduled departure time of the Passenger's first flight. If a Passenger's Baggage is tendered to GX less than 60 minutes prior to the scheduled departure of the Passenger's first flight, GX will make reasonable efforts, but cannot guarantee, to transport such Baggage on the Passenger's flights, and GX will assume no responsibility for delivery charges if such Baggage arrives at the Passenger's destination on a subsequent flight.

- (4) **Personal Property Carried Onboard Aircraft.** Except as otherwise provided in this Contract of Carriage, GX assumes no responsibility and will not be liable for loss of or damage to personal property carried onboard an aircraft by a Passenger.
- (5) **High-Value Items Unsuitable for Checked Baggage.** GX assumes no responsibility for and will not be liable for money; medication; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable instruments; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables contained in Carry-on or Checked Baggage. For the Passenger's protection, these items should not be transported in or as Checked Baggage.
- (6) **Normal Wear.** GX assumes no responsibility and will not be liable for loss of or damage to protruding parts of luggage and other articles of Checked Baggage, including, but not limited to, wheels, feet, pockets, hanger hooks, pull handles, straps, zippers, locks, and security straps, to the extent such damage is caused by normal wear and tear resulting from ordinary handling of baggage. Furthermore, GX assumes no liability for defects in Baggage manufacture or for minor damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt.
- (7) **Previously Damaged Items.** GX assumes no responsibility and will not be liable for further damage to previously damaged items. GX may, but is not obligated to, conditionally accept previously damaged items as described in this Contract of Carriage.
- (8) **Claims.** In the case of loss of, damage to, or substantial delay in delivery of Checked Baggage, a claim will not be entertained by GX unless the following steps are completed by Passenger:
- a) In all cases, Passenger must notify GX of the claim and receive a Baggage report number not later than 24 hours after either: (1) arrival of the flight on which the loss, damage, or delay is alleged to have occurred or (2) receipt of the Baggage, whichever is applicable to the claim; and
  - b) In all cases, Passenger must submit either: (1) the completed Lost/Delayed Report Receipt form provided by GX or (2) a written correspondence that includes the Baggage report number to GX not later than 21 days after the occurrence of the event giving rise to the claim; and
  - c) In the case of lost Baggage, passenger must also submit a completed Property Loss Claim form to GX. The form will be mailed to the Passenger upon receipt of written notice of the claim. The form must be completed and postmarked within 30 days of date of issue by GX.

## **8. INTERNATIONAL TRAVEL DOCUMENTS**



g. Compliance with Applicable Laws

Passengers traveling on an international flight shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or through, and with Applicable Laws. Carrier is not liable for any assistance, instructions, or information given by Carrier to any passenger in obtaining necessary documents or complying with Applicable Laws, whether given orally or in writing, or for the consequences resulting from passenger's failure to obtain such documents or to comply with Applicable Laws.

h. Passports, Visas, and Other Required Documents

(1) Each Passenger desiring transportation across any international boundary will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The Passenger must present all exit, entry and other documents required by Applicable Laws, and, unless Applicable Laws do not permit it, shall indemnify GX for any loss, damage, or expense suffered or incurred by the GX from passenger's failure to do so. GX is not liable to the passenger for loss or expense due to the Passenger's failure to comply with this provision. Carrier reserves the right to refuse carriage to any passenger who has not complied with Applicable Laws, regulations, orders, demands, or requirements or whose documents are not complete. GX shall not be liable for any aid or information given by any agent or employee of GX to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise.

(2) Subject to Applicable Laws and regulations, Passenger agrees to pay the applicable fare whenever GX, on government order, is required to return a Passenger to his point of origin or elsewhere due to the Passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original Confirmed Reservation designated the revised destination on the new Confirmed Reservation. Any difference between the fare so applicable and the fare paid by the Passenger will be collected from or refunded to the Passenger as the case may be. GX may apply to the payment of such fares any funds paid by the Passenger to GX for unused carriage, or any funds of the Passenger in the possession of GX. The fare collected for carriage to the point of refusal or deportation will not be refunded by the GX, unless the law of such country requires that such fare be refunded.

c. Customs Inspection

If required, Passenger must be present for the inspection of his Baggage, checked or unchecked, by customs or other government officials. GX is not responsible to the Passenger if he or she fails to be present during the inspection. Passenger shall indemnify GX for any loss or damage resulting to GX due to Passengers' failure to comply with or be present for such inspection.

d. Government Regulation

GX is not liable if it determines in good faith that Applicable Law requires that it refuse to

carry a Passenger.

e. Taxes and Other Government or Airport-Imposed Fees or Charges

Except as specifically provided to the contrary in any of our regulations that may govern a particular itinerary or fare, your fare excludes any taxes, or other government or airport-imposed service charges or transit taxes which may be assessed in transit and collected at the airport by local authorities. Any tax or other charge imposed by government or airport authority and collected from a Passenger at the airport by local authorities will be in addition to the published fares, fare-related taxes, and charges.

f. Meals, Hotels, and Other Travel Arrangements

GX does not provide ground transportation, airport meals, or other travel arrangements, and your fare does not include ground transportation, airport meals, airport clubs, hotel stays, or any other expenses you may incur during your travel. If GX assists you with making any arrangements for these services, it is only as your agent, and GX is not liable for any loss, damage or expense you may incur in connection with these services (including any failure to provide them, or any incidents related to the services).

## 9. **INTERNATIONAL TRAVEL AND LIMITATION OF LIABILITY**

a. Application of Montreal Convention

Passengers traveling on an international flight, including a domestic portion of a one-way or round-trip journey which originates in, or includes an ultimate destination or a stop other than in, the United States are subject to the rules and limitations relating to liability established by the Montreal Convention, which are fully incorporated herein, unless such carriage is not “international carriage” as defined by the Montreal Convention. GX reserves all defenses and limitations available under the Montreal Convention, including, but not limited to, the defense of Article 19, and the exoneration defense of Article 20. The limits of liability shall not apply in cases described in Article 22 of the Montreal Convention. With respect to third parties, GX reserves all right of recourse against any other person, including without limitation, the rights of contribution and indemnity.

b. Baggage

- (1) Any liability of GX for the proven amount of damage from destruction, loss, damage or delay is limited to a total of 1,288 Special Drawing Rights (“SDR”) per Passenger for all Checked and unchecked Baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to GX’s rules.
- (2) In the event that a higher value is declared in advance and additional charges are paid pursuant to GX’s rules, the liability of GX shall be limited to such higher declared value. In no case shall GX’s liability exceed the actual loss suffered by the Passenger. All claims are subject to proof of the amount of loss. GX shall not be liable for loss of revenue, time consequential or special damages, or other intangible expenses resulting from the loss, delay or damage to Checked or unchecked Baggage or other

property.

- (3) Liability for destruction, loss or damage to Checked Baggage is limited to events that took place onboard the aircraft or while the Baggage was under the charge of GX. However, GX is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage. GX is not liable for loss, delay or damage to Carry-on/unchecked Baggage, including personal items, unless damage to such Baggage or items resulted from GX's fault or that of its servants or agents. Assistance rendered to the Passenger by GX's employees in loading or unloading unchecked Baggage shall be considered as a gratuitous service to the Passenger and does not transfer any liability for damage to GX.

c. Delay of Passengers

- (1) When a ticketed Passenger holding Confirmed Reservations on a flight that will be delayed because of a schedule irregularity, the passenger has the option of refusing further transportation offered by GX. In such cases, Passenger will be entitled to a full refund, less any rendered services. For Passengers willing to wait out the delay situation, GX's only obligation will be to provide comparable air transportation, or where appropriate, provide substitute ground transportation to the destination airport without additional charge. If GX is unable to provide transportation, Passengers will be entitled to a full refund of the unused portions of the ticket, exempt from a handling charge.
- (2) Amenities and Services for Delayed Passengers. When a ticketed passenger holds a Confirmed Reservation on a flight, GX may assume limited expenses incurred as a result of a schedule irregularity resulting in a delay exceeding four (4) hours. GX will advise the Passengers of the available amenities and services. GX will also provide special amenities and services that, in GX's judgment, are required by certain passengers such as unaccompanied minors, disabled, and/or ill Passengers, in order to maintain the safety, health and welfare of such Passengers. No amenities will be provided to Passengers that are delayed or cancelled in their initial departure city.
- (3) Liability of GX for the proven amount of damage caused by delay as specified in Article 19 of the Convention is limited to 5,346 SDR per Passenger.
- (4) GX shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
- (5) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Montreal Convention, in addition to any limitation or defense recognized by a court with proper jurisdiction over a claim.
- (6) GX reserves all defenses and limitations available under the Montreal Convention, to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 20 of the Convention. The limits of liability shall not apply in cases described in Article 22 (5) of the Convention.

d. Death or Injury of Passengers

GX shall be liable under Article 17 of the Montreal Convention for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

- (1) GX shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each Passenger.
- (2) GX shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each passenger if the Carrier proves that:
  - i. such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
  - ii. such damage was solely due to the negligence or other wrongful act or omission of a third party.
- (3) GX reserves all other defenses and limitations available under the Montreal Convention to such claims including, but not limited to, the exoneration defense of Article 20 of the Montreal Convention.
- (4) With respect to third parties, GX reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
- (5) GX agrees that, subject to Applicable Law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the Passenger.
- (6) GX shall not be liable for any damage arising out of GX's compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger's failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger's reliance on advice provided by GX regarding such laws, regulations, orders, rules, requirements or security directives.
- (7) GX shall not be liable for any punitive, consequential or special damages arising out of or in connection with Carriage or other services performed by GX, whether or not GX had knowledge that such damage might be incurred.

d. Time Limitations on Claims and Actions

- (1) No claim or action shall lie in the case of damage of or loss to Baggage unless the person entitled to delivery files an initial complaint with GX prior to leaving the arrival airport, or at the latest, within seven (7) days from the date of receipt of the Baggage. Receipt by the person entitled to delivery of Checked Baggage without complaint is *prima facie* evidence that the Baggage has been delivered in good condition.

- (2) No claim or action shall lie for delay of Checked Baggage unless a complaint is filed with the GX no later than twenty-one (21) days after the Baggage has been made available to the person entitled to delivery.
- (3) Passenger may file a claim with GX for lost Checked Baggage, if GX admits the loss of the Checked Baggage, or if the Checked Baggage has not arrived within twenty-one (21) days after the date on which it ought to have arrived.
- (4) Any legal action premised on or related to claim of liability subject to the terms of the Convention must be commenced within two (2) years of the date of the incident. If the initial complaint is not provided within the time limitations set forth above and legal action is not commenced within two (2) years of the date of the incident, then the GX disclaims any and all liability arising from or relating to such incident.

## 10. SERVICE INTERRUPTIONS

### a. Failure to Operate as Scheduled

- (1) **Cancelled Flights or Irregular Operations.** In the event GX cancels or fails to operate any flight according to GX's published schedule, or significantly changes the schedule of any flight, GX will, at the request of a Passenger with a confirmed reservation on such flight, take one of the following actions:
  - (i) Transport the Passenger at no additional charge on GX's next flight(s) on which space is available to the Passenger's intended destination, in accordance with GX's established re-accommodation practices; or
  - (ii) Refund the unused portion of the Passenger's fare
- (2) **Diverted Flights.** In the event GX diverts any flight, GX, at its sole discretion, will take reasonable steps to transport Passenger to his final destination or to provide reasonable accommodations. In the event unusually strong headwinds or other weather conditions mandate that a flight operated by GX divert in order to obtain sufficient fuel to satisfy FAA fuel reserve regulations and/or ensure safety of flight, Passenger acknowledges that the diverted flight shall continue to be treated as nonstop service for all regulatory, reporting, and legal purposes. The flight shall be considered nonstop whether the decision to divert was made en route or by GX flight planning personnel prior to departure and shall not give rise to any liability whatsoever on the part of GX.
- (3) **Flight Schedule Changes.** Flight schedules are subject to change without notice, and the times shown on GX's published schedules, Confirmed Reservations, and advertising are not guaranteed. At times, without prior notice to Passengers, GX may need to substitute other aircraft and may change, add, or omit intermediate stops. GX cannot guarantee that Passengers will make connections to other flights by the GX or ~~by other airlines. In the event of flight schedule changes or service withdrawals, GX~~

will attempt to notify affected Passengers as early as possible, and Passengers will be offered a full refund or, at GX 's sole discretion, alternative transportation.

- (4) In the case of a cancellation or misconnection with a flight by GX, if rebooking options are available the following day, and the cancellation was the fault of GX, we may offer overnight hotel accommodations for non-local guests. However, if the cancellation or misconnection is caused by severe weather, delays imposed by Air Traffic Control, or other conditions beyond the control of GX (including, but not limited to acts of God, force majeure events, strikes, civil commotions, embargoes, wars, hostilities, or other disturbances, whether actual, threatened, or reported), such accommodations will not be offered. No lodging will be provided to a guest on any flight which is delayed or canceled in the originating city on the guest's reservation.
- (5) **Limitation of Liability.** Except to the extent provided above in this Contract of Carriage, GX shall not be liable for any failure or delay in operating any flight, with or without notice for reasons of aviation safety or when advisable, in its sole discretion, due to Force Majeure Events, including, without limitation, acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting GX service, mechanical difficulties by entities other than GX, restrictions on GX's operations imposed by Air Traffic Control, an inability to obtain fuel due to factors beyond GX's control, a lack of airport gates, labor, or suitable landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by GX.

## b. Denied Boarding Procedures

- (1) The following definitions, as prescribed in 14 CFR § 250.1, pertain solely to the denied boarding compensation provisions of this Article:
- (i) **Airport** means the airport at which the direct or connecting flight on which the Passenger holds confirmed reserved space is planned to arrive, or some other airport serving the same metropolitan area, provided that the transportation to the other airport is accepted (*i.e.*, used) by the Passenger.
- (ii) **Alternate transportation** means air transportation with a confirmed reservation at no additional charge, operated by a GX as defined below, or other transportation accepted and used by the passenger in the case of denied boarding.
- (iii) **Class of service** means seating in the same cabin class such as First, Business, or Economy class, or in the same seating zone if GX has more than one seating product in the same cabin such as Economy and Premium Economy class.
- (iv) ~~**Confirmed reserved space** means space on a specific date and on a specific~~

flight and class of service of a GX which has been requested by a passenger, including a passenger with a “zero fare confirmed reservation,” and which the GX or its agent has verified, by appropriate notation on the Confirmed Reservation or in any other manner provided therefore by the GX, as being reserved for the accommodation of the passenger.

- (v) **Fare** means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.
  - (vi) **Stopover** means a deliberate interruption of a journey by the Passenger, scheduled to exceed four hours, at a point between the place of departure and the place of final destination.
  - (vii) **Zero fare Confirmed Reservation** means a Confirmed Reservation acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the Confirmed Reservation. A zero fare Confirmed Reservation does not include free or reduced rate air transportation provided to airline employees and guests.
- (2) **Request for Volunteers.**
- (i) In the event of an oversold flight, before denying boarding to any Passenger holding a Confirmed Reservation on an oversold flight, GX shall ask Passengers in the boarding area to voluntarily relinquish their seats in exchange for compensation in an amount and form to be determined by GX. A “volunteer” is a person, including the holder of a zero fare Confirmed Reservation, who voluntarily relinquishes his or her seat in response to GX’s request for volunteers and who willingly accepts GX’s offer of compensation. Any other Passenger denied boarding is considered to have been denied boarding involuntarily, even if that Passenger accepts denied boarding compensation.
  - (ii) GX will advise each Passenger solicited to volunteer for denied boarding, no later than the time the GX solicits that Passenger to volunteer, whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the GX is obligated to pay if the Passenger is involuntarily denied boarding. If an insufficient number of volunteers come forward, GX may deny boarding to other Passengers in accordance with GX’s boarding priority rules as specified.
- (3) **Conditions for Payment of Compensation to Passengers Involuntarily Denied Boarding due to an Oversale.**
- (iii) The Passenger holds a Confirmed Reservation, including a Zero Fare Confirmed Reservation, for confirmed reserved space and presents himself for Carriage at the appropriate time and place, having complied fully with GX’s requirements as to booking, check-in, and acceptability for transportation in accordance with this Contract of Carriage; and

- (iv) Other than for reasons set forth above, or when resulting from substitution, for operational or safety reasons, of an aircraft having a lesser seating capacity than the aircraft originally scheduled, GX is unable to accommodate the Passenger on the flight for which the Passenger holds confirmed reserved space, and such flight departs without the Passenger.
- (4) **Comparable Transportation.** The Passenger will not be eligible for compensation if GX offers comparable air transportation, or other transportation used by the Passenger at no extra cost, that, at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next stopover or, if none, at the airport of the Passenger's final destination no later than one hour after the planned arrival time of the Passenger's original flight or flights.
- (5) **Involuntarily Denied Boarding Compensation for an Oversale.**
- (v) For scheduled flights segment, Passengers that are denied boarding involuntarily at a U.S. airport shall be compensated in accordance with 14 CFR § 250.
  - (vi) Compensation shall be 200% of the fare to the Passenger's destination or first stopover, with a maximum of \$775, if the GX offers alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's first stopover, or if none, the airport of the Passenger's final destination more than one hour but less than four hours after the planned arrival time of the Passenger's original flight.
  - (vii) Compensation shall be 400% of the fare to the Passenger's destination or first stopover, with a maximum of \$1,550, if the GX does not offer alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's first stopover, or if none, the airport of the Passenger's final destination less than four hours after the planned arrival time of the Passenger's original flight.
  - (viii) Compensation will be paid by GX on the day and at the place where the denied boarding occurs, except that if GX arranges, for the Passenger's convenience, alternate means of transportation that departs before the payment can be made, payment will be sent by mail or other means within 24 hours after the time the denied boarding occurs.
  - (ix) Acceptance of compensation by the Passenger relieves GX from any further liability to the Passenger caused by GX's failure to honor the confirmed reservation.
- (3) **Denied Boarding Priority Rules.** GX's boarding priority is established on a first-come, first-served basis in the order boarding positions are secured. In determining which Passengers holding confirmed reserved space shall be denied boarding involuntarily, GX shall deny boarding in reverse order from the order in which the



Passengers' boarding positions were secured (*i.e.*, the last Passenger who receives a boarding position will be the first Passenger denied boarding involuntarily in an oversale situation), with no preference given to any particular person or category of fares.

- (4) **Written Explanation of Denied Boarding Compensation and Boarding Priority Rules.** When a denied boarding occurs, GX will give Passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and GX's boarding priority rules.
- (5) In addition to the denied boarding compensation specified herein, GX shall refund all unused ancillary fees for optional services paid by a passenger who is voluntarily or involuntarily denied boarding. GX is not required to refund the ancillary fees for services that are provided with respect to the passenger's alternate transportation.

c. Ground Transportation

Unless provided at the direction of GX, GX does not assume responsibility for the ground transportation of any Passenger or his Baggage between any airport used by GX and any other location. Ground Transportation is at the Passenger's expense.

## 11. PERSONAL DATA

Passenger acknowledges that personal data has been given to GX for the purposes of making a reservation for Carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the Passenger authorizes GX to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

GX does not knowingly collect personal identifiable information from children under the age of 13 other than that necessary to make a travel booking and is committed to complying fully with the Children's Online Protection Act and the FTC's regulations implementing the Act (*see* 16 C.F.R. 312). For detailed information on GX's policies, please see its Privacy Policy at [www.GlobalXair.com](http://www.GlobalXair.com)

The Transportation Security Administration of the U.S. Department of Homeland Security requires us to collect information from you for purposes of watch list screening, under the authority of 49 U.S.C. § 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. Providing this information is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorization to enter a sterile area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA Privacy policies, or to view the system of records notice and the privacy impact assessment, please see TSA's Web site at [www.tsa.gov](http://www.tsa.gov).

## 12. MISCELLANEOUS

- a. GX reserves the right to amend or modify this contract at any time without prior notice.

- b. Passengers who are transported aboard a GX flight pursuant to a public charter operated under Part 380 of DOT's rules (14 CFR Part 380) shall be subject to the provisions of such rules (in addition to any other Applicable Laws or regulations provided in the Contract of Carriage) and to the Operator-Participant Contract ("OPC") with the charter operator for that charter flight. Provisions in the OPC governing rights of the passenger and claims filed by Passengers shall control in the event that there is any inconsistency between them and the provisions of this Contract.
- c. No claim for personal injury or death of a Passenger will be entertained by GX unless written notice of such claim is received by GX within 21 days after the occurrence of the event giving rise to the claim, except as provided by the Montreal Convention for international flights.
- d. No legal action on any claim described above may be maintained against GX unless commenced within one year of the GX's written denial of a claim, in whole or in part, except as provided by the Montreal Convention for international flights.
- e. This Contract of Carriage shall be governed and construed in accordance with the laws of the state of Delaware without regard to its conflict of law principles or law.
- f. Should any term or other provision of this Contract of Carriage be determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Contract of Carriage shall nevertheless remain in full force and effect.
- g. This Contract of Carriage represents the entire, integrated agreement between the parties relating to transportation by GX, and shall supersede all prior representations, understandings or agreements pertaining thereto, either oral or written. No other covenants, warranties, undertakings or understandings may be implied, in law or in equity.
- h. Any person who purchases air transportation and/or service from GX agrees, on behalf of such purchaser and anyone on whose behalf he or she makes such a purchase, that any lawsuit brought against GX, any of its affiliated entities, or any of its agents, directors, employees or officials related to this Contract of Carriage, any air transportation and/or service purchased from GX, or any use of or dealings with GX's website shall be brought only in an individual capacity, and shall not be brought in or asserted as part of a class action proceeding. Purchaser warrants that all persons described in the foregoing sentence are bound thereby and by all other provisions of this Contract of Carriage.
- i. The use of small cameras or mobile devices for photography and video is permitted onboard, provided Passengers keep the purpose of their photography and video to capturing personal events. Photographing or recording other Passengers or airline personnel without their express consent is prohibited. GX personnel reserve the right to prohibit photos and videos onboard the aircraft if it becomes a disturbance to them or other Passengers.
- j. An inherent risk of air travel is the possibility that one or more Passengers on a flight may have a communicable disease, and that other Passengers may contract the disease. This could include Covid-19 or other serious disease. Despite the efforts of GX, public health authorities and others to minimize the spread of disease, GX can offer no assurance that a Passenger will not contract a viral or other disease while aboard an aircraft operated by GX or while using airport facilities utilized by GX. Accordingly, Passenger hereby agrees on behalf of himself

and anyone on whose behalf Passenger makes a purchase from GX, that neither GX nor any of its agents, directors, employees, officials or affiliated entities shall have any liability whatsoever in respect of disease, however contracted.

- k. To the extent a provision of this Contract of Carriage applies, expressly or by context, only to scheduled air transportation, such provision shall not apply to Passengers who Carriage by GX constitutes charter air transportation.