

## **Standard terms of carriage**

WAMOS AIR, S.A. (WAMOS AIR) is currently a company dedicated to operating flights for other operators (airlines, travel agencies, companies, etc.) with which it enters into charter contracts. In these cases, passengers sign a contract and purchase the tickets directly from the other companies, signing the terms of carriage of that charterer, which must be in line with those described below. However, the contractual terms of carriage that will govern all cases in which passengers have a contractual relationship with WAMOS AIR are included as a reference below.

## **TERMS OF THE CONTRACT OF AIR CARRIAGE AND PROHIBITED AND RESTRICTED ITEMS IN AIR TRANSPORT**

### **ARTICLE 0: CONTRACT OF CARRIAGE**

The transport effected under this contract, as regards the transport company's responsibility, is subject to the Montreal Convention and the provisions of Regulation (EC) No. 2027 of the Council of 9 October 1997, modified by Regulation (EC) No. 889/2002 of 13 May 2002, regarding the responsibility of airlines with regards to the carriage of Passengers and their baggage, and by the national legislation of member states.

No agent, employee or representative of the transport company has authority to alter, modify or renounce any of the terms of this contract.

### **ARTICLE 1: PARTICULAR MEANING OF SPECIFIC EXPRESSIONS IN THIS DOCUMENT**

On reading these terms and conditions and for the purposes of this contract, please be aware that:

**"We", "our" and "us"** means Wamos Air, SA. ("Wamos Air"), which operates under the trademark Wamos Air.

**"You", "your" and "yours"** means everyone, except crew members, transported on an aircraft with a Ticket. (See also the definition of "Passenger").

**"AUTHORISED AGENT"** means the sales agent that has been designated by us to represent us in the process of selling our air transport services.

**"TICKET"** refers to the document that establishes the right to carriage. It refers to both the "travel ticket" and the "baggage receipt", of which these terms and conditions and notices form a part, including the Contractual Terms, notices and Coupons.

**"CONJUNCTION TICKET"** means a Ticket issued in relation to another Ticket, together with which it constitutes a single contract of carriage.

**"ELECTRONIC TICKET"** means the itinerary/receipt issued by or in the name of the contractual carrier, electronic coupons and, where applicable, a boarding document.

**"AIRLINE CODE"** means the two characters or three letters that designate each air carrier. In the case of Wamos Air, this code is EB / PLM.

**"CHECK-IN SLIP"** means those parts of the Ticket corresponding to the carriage of your checked-in Baggage. This receipt consists of the Baggage Identification Label that is attached to it that and that identifies it, and the baggage stub, which is the part the Passenger receives that is part of the Ticket.

"**CONTRACT TERMS**" means those statements appearing together with your Ticket or Itinerary Receipt, identified as such and incorporating, for reference, these Carriage Terms and Conditions and other notices.

"**CONVENTION**" refers to any of the applicable international conventions applicable to the contract of carriage:

- 1. The Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal, dated 28 May 1999; and secondarily
- 2. The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929 (the "Warsaw Convention");
- 3. The Hague Protocol of 28 September 1955, which amended the Warsaw Convention;
- 4. Montreal Protocols nos. 1, 2 and 4 (1975), which supplement the Warsaw Convention;
- 5. The Guadalajara Convention (1961).

"**COUPON**" means both a paper Flight Coupon and an Electronic Coupon, each of which gives the named Passenger the right to travel on the particular flight identified on it.

"**ELECTRONIC COUPON**" means an electronic flight coupon or other equivalent document appearing in our database.

"**PASSENGER COUPON**" or "**PASSENGER RECEIPT**" means the part of the Ticket issued by us or a third party in our name, marked as such and ultimately is to be retained by you.

"**FLIGHT COUPON**" means the part of the Ticket bearing the legend "Good for passage" or, in the case of an Electronic Ticket or Electronic Coupon, and that indicates the specific places between which you have the right to be transported.

"**DAMAGE**" includes the death, injury or personal harm suffered by the Passenger, total or partial loss, theft or damage of another type deriving from or in relation to transport or other services accessory to it that we provide.

"**SPECIAL DRAWING RIGHTS**" are an international unit of account, defined by the International Monetary Fund, based on the values of various major currencies. The monetary value of Special Drawing Rights fluctuates and is recalculated each banking day. These values are known by the majority of commercial banking institutions and are published regularly in the main financial newspapers.

"**DAYS**" means calendar days, including the seven days of the week; provided that, for the purpose of notifications, the day a notification is sent does not count as a "day"; and provided that, in addition, for the purposes of determining the duration of a period of Ticket validity, neither does the day on which the Ticket is issued or the day on which the flight begins count as "days".

"**BAGGAGE**" means your personal effects that accompany you on your journey. This includes both checked-in and unchecked baggage, unless otherwise indicated expressly.

"**CHECKED BAGGAGE**" means the Baggage for which we have taken responsibility and issued a Check-In Slip.

"**UNCHECKED BAGGAGE**" means all Baggage other than Checked-In Baggage.

"**STOPOVER**" means a planned stop on your journey, at an intermediate point between the place of departure and the destination.

"**BAGGAGE IDENTIFICATION TAG**" means the document issued solely to identify checked Baggage and that is attached to it.

"**FORCE MAJEURE**" means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.

"**CHECK-IN DEADLINE**" means the time limit, specified by the airline, within which you must have completed check-in formalities and received your boarding card.

"**AGREED STOPPING PLACES**" means those places, excluding the departure and destination, indicated on the Ticket or appearing in our timetables as agreed stopping places on your route.

"**APPLICABLE REGULATIONS**" refers to any international, EU and National regulations affecting air carriage of Passengers, their baggage, cargo and mail, including but not limited to the Convention, and Regulation (EC) No 2027/97 of the Council of 9 October 1997, modified by Regulation (EC) No. 889/2002 of 13 May 2002, and by Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and if applicable, Spanish Law 48/1960, of 21 July, on Air Flight, [*Ley 48/1960 de Navegación Aérea*] with its amendment of Royal Decree 37/2001, of 19 January, and by Spanish Law 21/2003, of 7 July, on Air Safety [*Ley 21/2003 de Seguridad Aérea*].

"**PASSENGER**" means everyone, except crew members, transported on an aircraft with a Ticket. (See also the definition of "you", "your" and "yours").

"**PERSON WITH RIGHTS TO COMPENSATION**" means the Passenger or any person with rights to claim with respect to that Passenger, in accordance with the Applicable Regulations.

"**CARRIER**" means all air transport entities other than us, the airline code of which appears on your Ticket or Conjunction Ticket.

"**ITINERARY RECEIPT**" means the document or documents we issue to Passengers travelling with Electronic Tickets, which contains the Passenger's name, information on the flight and other relevant notices.

"**TARIFF**" means the fares, charges or related Carriage Terms and Conditions, published and filed with the appropriate authorities, where necessary.

"**TRANSPORT COMPANY**" or "**COMPANY**" is the title of all air carriers that transport or undertake to transport Passengers and their baggage under this contract;

## **ARTICLE 2: APPLICATION**

### **2.1 GENERAL**

Except as laid down in sections 2.2, 2.4 and 2.5, our Carriage Terms and Conditions apply only to those flights, or flight segments, where our name or Airline Code appears in the carrier box of the Ticket for that flight or flight segment.

In accordance with article 11 of Regulation (EC) No. 2111/2005, of the European Parliament and of the Council, of 14 December 2005, the contractual transport company must inform the Passenger of the identity of the Company that will operate the flight. If, at the time the reservation is made, the identity of the operating company is unknown, the contractual transport company must ensure that the Passenger is informed as soon as its identity is known.

The name of the contractual transport company may appear in abbreviated form on the ticket, provided that its full name and its abbreviated form appear in the transport company's manuals, regulations and timetables; the contractual transport company's address is that appearing on the back of the "travel ticket"; or in case of an electronic ticket, as indicated for the first flight segment of the itinerary receipt. Agreed stopovers are those points indicated on the "travel ticket" or that appear in the transport company's timetables as stopovers specified in the Passenger's itinerary; the transport to provide by virtue of this contract by several successive transport companies will be considered as a single operation.

## **2.2 CHARTER OPERATIONS**

If carriage is performed in accordance with a charter agreement, these Carriage Terms and Conditions will apply only to the extent they are incorporated by reference or otherwise to the charter agreement or the Ticket.

## **2.3 CODE SHARES**

For some services, we may have made arrangements with other carriers known as "Code Shares". This means that, even if you have made a booking with us and hold a Ticket on which our name or airline code appears as the Carrier, it may be another carrier that provides the aircraft. If such agreements apply, you will be notified of the name of the carrier that is to supply the aircraft when you make your reservation.

## **2.4 APPLICABLE LEGISLATION**

These Carriage Terms and Conditions are applicable provided that they are not in conflict with our Tariffs or the applicable legislation, in which case these Tariffs or laws will take precedence.

If any of the provisions of these Carriage Terms and Conditions is declared unenforceable due to any applicable law, the rest of these provisions will individually remain in force.

## **2.5 CONDITIONS PREVAIL OVER REGULATIONS**

Except as envisaged in these Carriage Terms and Conditions, in the case of a conflict between these Carriage Terms and Conditions and any other regulations that we may have for particular matters, the provisions of these Carriage Terms and Conditions will prevail.

## **ARTICLE 3: TICKETS**

The ticket is solely valid for use on the airlines and flights the Company may indicate. It has no exchange value and must be issued only if there is a legal contract or title authorising it. The purchase of your ticket will be effective when the Company makes the valid charge to the credit card that was supplied.

If you have not paid for the ticket before the deadline laid down for it to be issued as indicated to you, the Company directly or our authorised agent may proceed to cancel your reservation.

However, in cases where irregularities are observed in the transaction, and to prevent fraudulent purchases (lost cards, false data, etc.), the Company reserves the right to request additional information from the customer, even after the purchase has been made, to verify the data that were provided.

Additionally, the Company performs random checks on tickets to prevent fraud. As a result of these controls, we may contact you to check the data you provided and the purchase you made.

In cases in which the customer does not provide the additional data requested or there are justified suspicions that the purchase was made using fraudulent methods, the Company will cancel the purchase, and the payment of the amount charged to the card that was supplied.

The Company may cancel a reservation if APIS requirements (Advance Passenger Information) have not been satisfied:

What is APIS? The APIS is an automated system that collects data on air passengers from abroad. Its purpose is to improve international flight safety.

If your destination is Cancún, based on the Safe Flight programme promoted by the TSA (the Transport Security Administration), your flight would fly over the airspace of the United States, whose law requires the following information ("APIS Information"):

- Name (as it appears on your passport)
- Passport number
- The country that issued your passport
- Passport expiration date
- Sex
- Date of birth
- Nationality
- Country of residence
- Alien Identification Number (NIE) if applicable

You are notified that this information is required and it will be sent to US authorities.

Passengers who plan on boarding a cruise must also provide the ship's name and the city or state of its departure.

How is this information collected? For your convenience and in order to save time at the airport, the Company is required to collect this information during the reservation process.

Requirements: The United States Transportation Security Administration (TSA) requires the Company to have the APIS information for all of its Passengers at least 15 days before their flight departs. If it does not have this information in its ticket reservation system by this date, the Company will cancel the corresponding reservation(s), refunding their refund amount.

### **3.1 GENERAL CONDITIONS**

- 3.1.1 We will provide carriage only to the Passenger whose name appears on the Ticket, and you may be required to produce appropriate identification.
- 3.1.2 The Ticket is not transferable.
- 3.1.3 Some Tickets are sold at fares with a discount and may be partly or completely non-refundable. You should choose the fare that best suits your needs. You may also wish to take out adequate insurance to cover cases in which you need to cancel your Ticket.
- 3.1.4 Except in the case of an Electronic Ticket, you will have no right to be transported on a flight unless you present a valid ticket containing the Flight Coupon for that flight, which may not have been used previously, and the Passenger Coupon. On the other hand, neither will you have a right to be transported if the Ticket you present is damaged or has been altered in any way by anyone other than us or an Authorised Agent. In the case of an Electronic Ticket, you will have no right to be transported on a flight unless you provide us with sufficient identification and a valid Electronic Ticket has been issued in your name.
- 3.1.5 (a) In case of loss or damage to a Ticket (or part of it) by you, or in case you do not present a Ticket containing the Passenger Coupon and all the unused Flight Coupons, we will replace this ticket (or part of it) at your request, by issuing a new Ticket, provided that verifiable proof exists at that time that a valid Ticket for the flight(s) in question was duly issued, and that you sign an agreement to reimburse us for any cost or losses, up to the cost of the original Ticket, reasonably incurred by us and any other Carrier due to misuse of the Ticket.
- 3.1.5 (b) When no such evidence exists or when you do not sign such agreement, the Carrier issuing the new Ticket may demand that you pay the full Ticket fare for the replacement Ticket, subject to refund if and when the Carrier that issued the original Ticket is satisfied that the lost or damaged Ticket was not used before its period of validity ended. If, having found the original Ticket before its period of validity ends, you return it to the Carrier that issued the new Ticket, the above refund will be made at that time.
- 3.1.6 Your Ticket is a valuable document, so you must take the appropriate measures to safeguard it and prevent its loss or theft.
- 3.1.7 While the above is not contradicted, all carriage effected and other services provided by each transport company will be subject to: 1) the provisions appearing on the ticket; 2) the applicable fares and their terms and conditions; and 3) the carriage terms and conditions set out by the transport company and the related regulations that form a part of this contract, except when the carriage effected enters a point in the United States of America or Canada and any other point outside those countries where the rules in force in those countries are applicable.
- 3.1.8 The transport company agrees to make all possible efforts to transport the Passenger and baggage with reasonable diligence. The agreed stopovers, if any, are the points indicated on the ticket or that appear in the information of this transport company as the anticipated flight itinerary. If transport is by several successive transport companies, these will be considered to be a single operation. Where needed,

if the transport company needs to have another carrier take its place, use third-party aircraft or change or omit stopovers specified on the ticket, it will satisfy its duty to inform the passenger in accordance with Regulation (EC) No. 2111/2005. Unless otherwise indicated on the ticket, the transport company cannot accept responsibility for guaranteeing connection with other flights at the destination point.

### **3.2 PERIOD OF VALIDITY**

3.2.1 Unless otherwise stated on the Ticket, in these Carriage Terms and Conditions or in the applicable Tariffs (which may limit Ticket validity, in which case the limitation will be shown on the Ticket), all Tickets will be valid for:

- (a) one year from the date they were issued, so long as no flight coupons have been used; or
- (b) if the first flight is taken within one year from the date of issue, one year from the date of the first journey provided for on the Ticket, i.e., the date the first coupon was used;

3.2.2 If it is not possible for you to travel within the period of validity of the Ticket because when you requested the reservation it was impossible for us to confirm it, the validity of this Ticket will be extended, or you may request a refund of your amount in accordance with article 11.

3.2.3 If, after starting your journey, it is impossible for you to travel within the period of validity of your Ticket for reasons of illness, we may extend this period of validity until the date when you are in a condition to travel or until the date of our next flight after that date, from the same departure point as the postponed journey, in which there are available spaces in the same class of service corresponding to the fare paid in the first instance. This illness must be vouched for by a medical certificate. When the flight coupons remaining in your Ticket or, in the case of an Electronic Ticket, the electronic coupon, include one or more Stopovers, the validity of this Ticket may be extended by no more than three months from the date indicated on that certificate. Under such circumstances, we will similarly extend the period of validity of the Tickets of all your direct relatives accompanying you.

3.2.4 In the case of the death of a Passenger *en route*, the Tickets of the people accompanying this Passenger may be modified by renouncing the flight or extending their validity. In case of the death of a first degree relative (parents, children, spouse or parents-in-law) of a ticket holder who has started their journey, the validity of the Tickets of the Passenger and their relatives with whom they are travelling may be consequently modified. All modifications of this type may be performed only after receipt of a valid death certificate, and no resulting extension to Ticket validity may be for more than forty-five (45) Days from the date of death.

### **3.3 COUPON SEQUENCE AND USE**

3.3.1 The purchased Ticket is only valid for transport as shown on the Ticket, from the place of departure via any agreed stopovers to the final destination. The paid fare is based on our Tariff and refers to the transport as shown on the Ticket. It forms an essential part of our carriage agreement with Passengers.

3.3.2 If you wish to change any aspect of your transport, you must contact us in advance. The fare for your new transport will be calculated and you will be given the option of accepting the new fare or maintaining your original transport as shown on the Ticket.

3.3.3 If you change your transport without our agreement, we will set the correct fare for your actual travel. You will need to pay the difference between the fare you have paid and the total fare applicable for your revised transport. We will refund you the difference if the new fare is lower, but if not, any unused coupons will not have any value.

3.3.4 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example, if you do not fly the first segment) or reversing the direction of the itinerary, can result in a price increase. There are numerous special tariffs that are only valid on the dates and for the flights appearing on the Ticket and that may not be exchangeable at all or may only be exchanged by means of payment of an additional fee.

3.3.5 Each Flight Coupon contained in your Ticket will be valid for transport in the class of service, on the date and for the flight on which you have reserved a seat. When a Ticket has originally been issued without specifying a reservation, the seat may be reserved later subject to our Tariff and the availability of space on the requested flight.

3.3.6 Please be aware that if you do not arrive for any flight without notifying us beforehand, we may cancel your return reservation or subsequent reservations. However, on domestic flights, if you notify us in advance, we will not cancel your subsequent reservations.

#### **ARTICLE 4: FARES, TAXES, FEES AND CHARGES**

##### **4.1 FARES**

The fares are applicable for transport from the airport at the place of departure to the airport at the final destination, unless expressly indicated otherwise. The fares do not include ground transport between airports or between airports and city terminals. Your fare will be calculated according to our current Tariff on the date of payment for your Ticket for travel on the dates and with the specific itinerary shown on it. If you change your itinerary or dates of travel, this may change the fare to be paid.

##### **4.2 DUTIES, TAXES AND CHARGES**

Payment of all duties, taxes and charges levied by governments and other authorities or an airport operator will be payable by you. When purchasing the Ticket, you will be notified of the duties, taxes and charges applicable to it, the majority of which will normally be shown itemised on the Ticket. The duties, taxes and charges applied to air transport change continually and it is possible that these will be applied after the Ticket issue date. If an increase occurs in a tax, price or charge indicated on your Ticket, you will need to pay it. Likewise, if a new tax, price or charge is imposed, even after the Ticket is issued, you will have to pay it. Similarly, if any duties, taxes and charges the you pay us at the time the Ticket is issued are rescinded or their scope reduced so that they no longer apply in this case, or the resulting amount is reduced, the customer will have the right to demand a refund.

##### **4.3 CURRENCY**

All these fares, taxes, charges and costs must be paid in the currency of the country in which the Ticket is issued, unless our Authorised Agent indicates otherwise on or before the time



when payment is made (due, for example, to it being impossible to change domestic currency for the corresponding currency at the time of payment). We fully reserve the discretionary right to accept payment in other currencies.

## **ARTICLE 5: RESERVATIONS**

### **5.1 RESERVATION REQUIREMENTS**

- 5.1.1 We or our Authorised Agent will record your reservation(s). If you so request, we will provide you with written confirmation of your reservation(s).
- 5.1.2 Some of our fares have special terms and conditions that limit or exclude your right to change or cancel reservations. When purchasing your ticket, you should check the specific fare terms and conditions applicable to your Ticket.

### **5.2 SEATS**

Seats will be confirmed as soon as the corresponding Ticket is issued. We will endeavour to attend to all requests for reservation of specific seats. However, we cannot guarantee you a particular seat. We reserve the right to change or reassign seats at any time, including after boarding the aircraft. This may be necessary for operational or safety reasons.

### **5.3 RECONFIRMATION OF RESERVATIONS**

- 5.3.1 Onward or return reservations may require reconfirmation within certain time limits. We will notify you of the need for this reconfirmation, where appropriate, and the way you need to do this. If you are required to do so and you do not reconfirm, we may cancel your onward or return reservations. However, if you notify us that you continue to wish to travel and there is space on the flight, we will reinstate your reservations and will transport you. If there is no space on the flight, we will employ reasonable efforts to transport you to your next or final destination.
- 5.3.2 You should confirm the reconfirmation requirements of any other Carriers involved in your travel with them. Whenever necessary, you will need to reconfirm with the Carrier whose code is shown for the flight in question on your Ticket.

### **5.4 CANCELLATION OF ONWARD RESERVATIONS**

Please be aware that if you do not arrive for a flight without notifying us in advance, we may cancel your onward or return reservations. However, if you notify us in advance, we will not cancel your subsequent reservations.

## **ARTICLE 6: CHECK IN AND BOARDING**

6.1 The deadline for the flight is the minimum amount of time before the official scheduled flight departure time indicated on the coupon, before which the passenger must be accepted for the flight, checked in their baggage and have the boarding card. Once this deadline has passed, the flight will be closed. The transport company will accept no liability for failing to accept Passenger who arrive late for flights that have already been closed.

6.2 The deadline for boarding or access to the aircraft is the time limit with which the Passenger will need to be at the boarding gate to access the aircraft, having checked in their baggage and being in possession of the boarding card, with respect to the official scheduled time for starting boarding shown on the coupon. Once this limit has passed, the transport

company will accept no liability for failing to accept Passengers who arrive late for flights that have already been closed. It will be essential for you to carry your valid personal identification document.

6.3 The Passenger will comply with governmental travel requirements and present the relevant documents. They are subject to the regulations concerning this transport such as, among others, prohibitions or limitation to smoking on board the aircraft, and arriving at the airport at the time indicated by the transport company in its notice on the flight deadline, and the deadline for acceptance for boarding or access to the aircraft or, if none is set, with sufficient time to enable the departure formalities to be completed and in any case avoiding personal behaviour that may affect the good working order of the aircraft and that, where appropriate, would justify exclusion from carriage or the Captain taking measures for such purposes from the time they take charge of it. The Company accepts no liability for any damage, losses or costs that may result from failure to comply with these requirements laid down in this and earlier clauses, or from inappropriate behaviour that obliges the Company's personnel to take measures that would delay or disturb boarding operations.

6.4 Check-in deadlines are different at each airport and we recommend that you inform yourself about these limits and honour them. Your journey will be smoother if you allow yourself sufficient time to comply with the established deadlines. We reserve the right to cancel your reservation if you do not comply with the indicated check-in deadlines. We or our Authorised Agents will notify you of the check-in deadline for your first flight with us. For any subsequent flights on your journey, you will need to inform yourself of these limits. These can be found in our timetable or can be obtained from us or our Authorised Agents.

6.5 You must be present at the boarding gate no later than the time we indicate.

6.6 We may cancel the space reserved for you if you fail to arrive at the boarding gate on time.

6.7 We will not be liable to you for any loss or expense incurred resulting from your failure to comply with this article.

## **ARTICLE 7: REFUSAL AND LIMITATION OF CARRIAGE**

### **7.1 RIGHT TO REFUSE CARRIAGE**

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage in accordance with the applicable legal provisions if we have notified you in writing that we would not carry you on our flights at any time after the date of such notice. Additionally, we may refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

- 7.1.1 if not carrying you is necessary to comply with any laws, regulations or government orders;
- 7.1.2 the carriage of your Baggage could endanger or in any way affect the safety and security of the other Passengers or the crew or significantly affect their comfort;
- 7.1.3 your physical or mental condition, including impairment by alcohol or drugs, would represent a danger or risk to yourself, to the other Passengers, the crew or property on board;

- 7.1.4 you have been found guilty of misconduct on any previous flight and we have reason to believe that such behaviour may be repeated;
- 7.1.5 you have refused to submit to a security check;
- 7.1.6 you have not paid the corresponding fares, duties, taxes or charges;
- 7.1.7 you do not appear to have valid travel documents, may be seeking to enter a country through which you may be in transit, or for which you do not have valid travel documents, if you destroy your travel documents during the flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 7.1.8 you present a Ticket that has been acquired unlawfully, purchased from an entity other than us or any of our Authorised Agents, that has been reported as being lost or stolen, is counterfeit, or if you cannot prove that you are the person in whose name the ticket was issued;
- 7.1.9 you have not complied with the requirements indicated in article 3.3 concerning coupon sequence and use, you present a Ticket that has been issued or altered in any way, other than by us or one of our Authorised Agents, or the Ticket is damaged;
- 7.1.10 you fail to observe our instructions with respect to safety and security;
- 7.1.11 you have previously committed one of the acts or omissions referred to above.

## **7.2. REQUIRED DOCUMENTS**

The documents required for being entitled to board are a passport (except in the case of European flights for European passengers, for whom National Identification Cards [DNI] will be accepted) and the corresponding boarding pass.

Nevertheless, Passengers are responsible for verifying that documents they need to travel based on their specific situation. For this reason, we recommend that if you have any doubts in this regard, you check with your country's Embassy or Consulate.

During the check-in process, the Company will demand due accreditation/authorisation to stay in the destination country for the time prescribed by the authorities, if you do not present a ticket for return within the maximum period of stay demanded by the Authorities.

Please take particular note that for Passengers who are not nationals of the country or who do not have accredited residence status in it, travelling as a tourist to certain non-European Union destinations, it is an enforceable requirement to show at the point of departure the corresponding return ticket or onward flight ticket within the maximum period permitted for tourists to stay, according to the various regulations of each country.

Passengers from the Dominican Republic are recommended to carry their Dominican passport at all times, regardless of whether or not they carry another valid European Union passport.

## **7.3. PASSENGERS WITH DISABILITIES OR REDUCED MOBILITY**

7.3.1 For Passengers who are disabled or who have reduced mobility, you are informed that you may travel on our flights whenever possible based on the measures of our aircraft and its gates, and pursuant to the defined safety conditions.

Since Wamos Air has a limited number of seats for people with reduced mobility, Passengers must notify the airline of their status as a Passenger with a disability or reduced mobility 48 hours before the flight, and of any special needs they may have. If that notification is not made within the required time, reasonable efforts will be made to provide the specified assistance so that the Passenger can eventually fly with the airline, although it may not be possible to provide the assistance requested.

Due to the above, there are certain safety rules and restrictions on seat allocation for Passengers with special conditions that must be complied with to ensure the safety of the flight, including:

- The special conditions of each Passenger will be taken into account to assign them the most appropriate seat (near the toilets, in the aisle, at a window, in the middle of a row...) according to their needs, provided that they do not prevent the crew from carrying out their duties, that access to emergency equipment is not obstructed, and that they do not impede the evacuation of the aircraft in the event of an emergency.
- To ensure flight safety, under no circumstances will Passengers with reduced mobility be seated in seats in an emergency row, or in the rows directly in front of or behind an emergency row. As far as possible, an attempt will be made to assign them a seat near the toilets.
- Taking into account the above, the following Passengers will not be assigned seats at emergency exits:
  - Passengers who have physical or mental disabilities that prevent rapid egress if required.
  - Passengers whose mobility is reduced, in normal circumstances, will not be seated adjacent to an emergency exit.
  - Passengers who have difficulty seeing, hearing or understanding commands or signals given by the cabin crew for an evacuation of the aircraft.
  - Passengers under 18 years of age on the date of the flight.
  - Passengers whose physical condition prevents them from being able to move quickly.
- Aisle seats will be assigned to hemiplegic Passengers and those with prostheses, casts or slings on their arms or legs.
- Only one Passenger with special physical ability may sit in each group of seats.
- In the case of a blind or deaf passengers accompanied by a service animal, they will be assigned a seat in an attempt to facilitate the comfort of the service animal.
- Whenever available in the aircraft cabin, the seat next to a Passenger with special physical conditions will be left empty for their comfort.
- If Passengers with special conditions are accompanied, a companion will be seated next to them.
- Considering the location of the emergency exits, Wamos Air staff will assign their seats in such a way as to allow each Passenger to be assisted by the greatest number of

Passengers capable of assisting them in the event of an emergency (ABPs). In no case may the total number of Passengers with special conditions exceed the number of Passengers capable of assisting them in the event of an emergency (ABPs).

7.3.2 Regulation (EC) 1107/2006 allows you to carry, at no additional cost, up to two pieces of mobility equipment per disabled person or person with reduced mobility, and the necessary medical equipment they may require. In any case, there are special provisions regarding certain dangerous goods that both medical equipment and mobility equipment may contain, which you can check at the following link:

<https://media.wamosair.com/informacion/equipaje/pdf/disposiciones-relativas-a-las-mercancias-peligrosas-transportadas-por-los-pasajeros-o-la-tripulacion.pdf>

In the fleet and on aircraft whose dimensions allow it, a wheelchair is provided on board to facilitate mobility within the aircraft for Passengers who need one. Any personal mobility devices must be checked in. Passengers who wish to reach the gate by themselves must indicate this at the earliest possible moment during the booking process. Their mobility device will be tagged as checked baggage, but will be loaded in the hold of the aircraft upon arrival at the gate. Therefore, it is essential to be at the boarding gate at the time indicated on the boarding pass. When you arrive at your destination, your chair or mobility aid will be delivered to the baggage reclaim hall. Wamos Air does not have room in its fleet to locate the passenger's own wheelchair inside the passenger cabin.

NOTE: A table is attached with the conditions for carrying mobility aids that contain batteries.

7.3.3 Passengers may travel unaccompanied if they are able to respond in optimal conditions in the event of an emergency. This means that Passengers must be able to act individually in the event of an emergency, so that at least they must be able to unfasten their seat belts, leave their seats and reach the emergency exit without assistance. In addition, they must be able to reach and adjust their oxygen mask, and understand the safety and advisory instructions in case of emergency. Otherwise, they will need an able companion. It is therefore important to check before the day of the flight whether medical clearance and medical reports are required and whether accompanied travel is necessary. Guide dogs accompanying disabled Passengers will be transported free of charge, pursuant to the additional terms and conditions that the Company will provide upon making the request. For guide dogs to travel in the cabin, they must have their vaccination card and their other legal documents in order.

7.3.4. The Company reserves the right to deny boarding to any Passengers who do not comply with the provisions envisaged in this section.

#### **7.4 CARRIAGE OF MINORS AND PASSENGERS WHO REQUIRE SPECIAL ASSISTANCE**

You are notified that minors who have not yet turned age two must travel in the same seat as their accompanying adult, or in an adapted children's seat next to them. Where applicable, the crew will provide adapted safety belts for carrying accompanied minors. If you are travelling with minors under age two, you must notify us at least 72 hours in advance before travel starts.

Minors between age two and eleven must travel in a standard seat, and never in an exit aisle seat.

Minors between ages 5 and 11 may travel alone by contracting the companion service, submitting the contact information of the individuals who will pick them up at the airport, who must be of legal age. The Company reserves the right to deny boarding and to notify the authorities of any situations it deems might endanger the safety of a minor.

Pregnant women will be carried in safe conditions, such that the Company reserves the right to deny boarding to any women who are more than 35 weeks pregnant, and it may require submission of a medical certificate allowing them to take the flight. You are responsible for notifying the Company of this situation when you acquire your ticket.

## **7.5 CONSEQUENCES OF DENIAL OF CARRIAGE**

If you are not allowed to board, the Company will make every reasonable effort to propose an alternative to the trip you purchased. Therefore, in accordance with the regulations in force, you will be offered a refund or alternative transport as stipulated under article 8 of Regulation (EC) No. 261/2004 if no safety violations have been committed, whereby:

- 7.5.1 a refund within seven days, in cash, by electronic bank transfer, bank transfer, cheque or, with a signed agreement, vouchers for travel or other services, for the full cost of the ticket at the price at which it was bought, corresponding to the part or parts of the journey not made and to the part or parts of the journey made, if the flight now makes no sense in relation to the initial plan, together with, when appropriate: - a return flight to the departure point as soon as possible;
- 7.5.2 carriage to the final destination under comparable carriage terms and conditions, as quickly as possible; or
- 7.5.3 carriage to the final destination, under comparable carriage terms and conditions, at a later date suitable to the passenger, depending on available seats.

Point 7.5.1 will also be applicable in the case of flights that are part of a combined journey, except for those regarding the right to refund, when this right results from Directive 90/314/EEC.

In the case of cities or regions with more than one airport, and in the case that you are offered a flight to a different airport than the one for which you made your reservation, the Company will cover the cost from the former either to the airport for which you made your reservation or to another location nearby agreed upon with you.

## **ARTICLE 8: NOTICE ON DENIED BOARDING, FLIGHT CANCELLATION AND LONG DELAYS**

In accordance with Regulation (EC) No. 261/2004 of the European Parliament and of the Council, if a Passenger is denied boarding who has arrived for boarding under the Regulations, compensation must be provided and the transport company must offer immediate attention to the Passenger. In the case of flight cancellation, compensation will be given, unless the cancellation is due to extraordinary circumstances, and it obliges the transport company to offer immediate assistance to affected Passengers. In the case of long delays to a flight with respect to the scheduled departure time, the Passenger has the right to receive immediate attention and assistance during the delay.

## **ARTICLE 9: BAGGAGE**

### **9.1 FREE BAGGAGE ALLOWANCE**

You are allowed to carry some Baggage free of charge, subject to our terms and conditions and limitations in this regard, which are available upon request from us or our Authorised Agents, and that may also be reviewed in the section provided for such purposes on our website [www.wamosair.com](http://www.wamosair.com).

## **9.2 EXCESS BAGGAGE**

You may be required to pay an additional charge for carriage of all Baggage exceeding that laid down as the free Baggage allowance per Passenger.

## **9.3 ITEMS UNACCEPTABLE AS BAGGAGE**

- 9.3.1 You will not be permitted to include as Baggage:
  - 9.3.1.1 Items that might endanger the aircraft or the passengers or property on board it.
  - 9.3.1.2 Items that are prohibited from carriage by the laws, regulations or orders in force of any state to or from which the passenger intends to fly.
  - 9.3.1.3 Any items that the Company reasonably deems to be inappropriate for carriage because they may be hazardous, fragile or perishable. Do not hesitate to ask us for further information on which items may not be acceptable.
- 9.3.2 If we discover that you are carrying prohibited items, we will refuse to carry them. Please consult us or our Authorised Agents if you require information on prohibited items.
- 9.3.3 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked-In Baggage. Firearms must be unloaded, be carried with the safety catch on, and be suitably packed.
- 9.3.4 Collectors' weapons such as antique firearms, swords, knives and similar items may be accepted as Checked-In Baggage, but in no case will they be permitted in the Passenger cabin of the aircraft.
- 9.3.5 You must not include jewellery, precious metals, computers, TFT screens, personal electronic devices, negotiable securities, shares or other valuable items, commercial documents, passports or other identifying documents or samples in Checked-In Baggage.
- 9.3.6 Under no circumstances will the Company be liable to the Passenger or any third parties for improper carriage of prohibited items or any of the items specified in the preceding paragraphs, and it may refuse to carry as Baggage any item it reasonably considers unsuitable for carriage due to its size, shape, weight, contents, nature, either for operational or safety reasons or for the comfort of other Passengers.

## **9.4 RIGHT OF SEARCH**

For safety and security reasons, we may request that you submit to a search and scan of your person and a search, scan or x-ray of your Baggage. We may search your Baggage even though you are not present, for the purpose of determining whether you are in possession of or whether your Baggage contains any of the items described in point 9.3.1 or any firearms,

ammunition or arms that you have not presented to us in accordance with point 9.3.2, or any other items that might affect the safety of the flight.

If you do not wish to agree to such request, we may refuse to carry both you and your Baggage. In case that a search or scan causes you harm or a search, scan or x-ray scan causes damage to your Baggage, we will not be liable for this unless this was due to our fault or wilful negligence.

#### **9.5 CHECKED-IN BAGGAGE**

- 9.5.1 When you deliver us all or part of the Baggage you wish to check in, we will take custody of it and for such purpose we will issue a Baggage Identification Tag for each individual item of your checked-in Baggage.
- 9.5.2 Checked-In Baggage must show your name or other personal identification attached to it.
- 9.5.3 Whenever possible, Checked-In Baggage will be carried on the same aircraft as you, unless we decide for safety, security or operational reasons, to carry it on an alternative flight. If your Checked-In Baggage is carried on a later flight than the one you take, we will deliver it to you at your destination lodging, unless applicable law requires you to be present for customs check reasons.

#### **9.6 UNCHECKED BAGGAGE**

- 9.6.1 We may specify the maximum dimensions and/or weights for any Baggage you would like to bring on to the plane. If we have not, your carry on luggage must fit under the seat in front of you or in one of the aircraft's closed compartments. If your baggage cannot be stowed in this way, or if it is too heavy or is deemed to be unsafe for any reason, then it must be checked.
- 9.6.2 Any items that are unsuitable for carriage in the cargo bay (such as delicate musical instruments) and that do not meet the requirements of the preceding paragraphs, will only be accepted for carriage in the passenger cabin if you have notified us in advance and if we have granted authorisation. You may have to pay an additional charge for this service.

#### **9.7 COLLECTION AND DELIVERY OF CHECKED-IN BAGGAGE**

- 9.7.1 Except for the provisions of article 9.5.3, you are required to collect your Checked-In Baggage as soon as it becomes available at your destination or Stopover. If you do not collect it within a reasonable time, we may charge you a fee for storage. If your Baggage is not claimed within three (3) months following the time when it was made available to you, we may dispose of it without any liability.
- 9.7.2 Only the bearer of the Check-In Slip and Baggage Identification Tag is entitled to delivery of the Checked-In Baggage.
- 9.7.3 If any person claiming Checked-In Baggage cannot present the Check-In Slip or identify the Baggage by means of the Baggage Identification Tag, we reserve the right to deliver the Baggage to this person when, in our opinion, they show the capacity and right to claim it.

#### **9.8 ANIMALS**



We accept dogs and cats for carriage in accordance with the terms and conditions below. Any other animals will be considered as air cargo:

- 9.8.1 You must ensure that domestic animals are in suitable containers for carriage, that they travel accompanied by the corresponding health and vaccination certificates, entry permits and other documents demanded by entry and transit countries, without which such animals will not be accepted for carriage. Carriage will be subject to the additional terms and conditions we indicate, which are available on request.
- 9.8.2 If accepted as Baggage, the animal, along with its container and food, will not be included as part of your free Baggage allowance, but rather will be considered to be excess baggage, for which you will have to pay the corresponding fee.
- 9.8.3 Guide dogs accompanying disabled Passengers will be carried free in addition to the normal free baggage allowance.
- 9.8.4 When their carriage is not subject to the liability rules under the applicable regulations, we will not be liable for injury to or loss, sickness or death of any animal that we have agreed to carry, unless we have been negligent.
- 9.8.5 We will have no liability for any animal that does not have all the necessary health, entry, exit and other documents for the animal's entry into or passage through any country, state or territory, and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

#### **9.9 ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL**

We accept no liability whatsoever for any item that is removed from your baggage by airport security personnel in accordance with the Applicable Regulations, regardless of whether such items were subsequently retained or destroyed by the security personnel or whether they were delivered to us.

#### **9.10 ITEMS CONSIDERED AS DANGEROUS GOODS**

There are certain items that may not be carried in your baggage according to the laws and conventions applicable to air travel, such as the following products:

- Explosives (including detonators, fuses, grenades, mines and pyrotechnic products).
- Gases: propane, butane (including small camping gas cylinders).
- Flammable liquids (including petrol and methanol, paints, solvents, glues and lighter refills).
- Flammable solids and reactive substances (including magnesium, matches and lighters, fireworks and flares).
- Oxidising agents and organic peroxides (such as bleach and abrasives).
- Toxic and infectious substances (rat poison, infected blood, etc.).
- Radioactive material (including isotopes for medical or commercial use).
- Corrosives (such as mercury and car batteries).

- Parts for a motor that have contained fuel.
- Electronic cigarettes.
- Lithium batteries outside of electronic devices.

The [LUGGAGE](#) section has further information related to the transport of dangerous goods and prohibited items on aircraft, checked baggage and carry on baggage. If you have any doubts you may also directly access the information on these matters on the AENA website ([www.aena.es](http://www.aena.es)).

#### **ARTICLE 10: TIMETABLES**

The flight timetables indicated in the schedule may change between the date of publication and the date on which you travel, for reasons beyond the company's control.

Before accepting your reservation, we will notify you of the scheduled flight time effective at that time and this will be shown on your Ticket. We may need to change the flight time after your Ticket is issued. In this case, we will notify you of the change, and if it is a significant change and we cannot reserve you a seat on an alternative flight that is acceptable to you, then you will be entitled to a refund, pursuant to article 11.

#### **ARTICLE 11: REFUNDS**

11.1 The Company will refund your ticket or any parts of it that have not been used, in accordance with the applicable price and fare rules:

- 11.1.1 As a general rule, the Company will pay these refunds either to the passenger specified on the Ticket or the person who paid for the Ticket, when the latter presents sufficient proof of such payment.
- 11.1.2 If the Ticket was paid for by a person other than the person named on it, and it states on the Ticket that there is a restriction for fare refunds, we may make this payment, if so agreed, only to the person who paid the fare or the person they indicate.
- 11.1.3 Except in the case of a lost Ticket, a refund will only be given on delivery of the Ticket and all the unused Flight Coupons.
- 11.1.4 The Company will likewise bear no liability for refunds paid improperly to the individual specified on the Ticket or the purchaser of the Ticket, except in the case of wilful misconduct.
- 11.1.5 Refunds may be subject to surcharges based on our price and fare policy, except in cases where mandatory under the legislation in force.

11.2 If you are entitled to a refund, you will be repaid for the portion of the Ticket that has not been used, except for any applicable processing charges.

11.3 Bear in mind that some of our fares may not be refundable. In these cases, no refunds will be paid under any circumstances, except where required under the Applicable Regulations.

#### **11.4 REFUNDS IN THE EVENT OF LOST OR STOLEN TICKETS**

- 11.4.1 In cases of lost or stolen Tickets, after providing us with sufficient proof paying the relevant administration costs, we will issue a refund as soon as possible after the Ticket's period of validity has expired, provided that:
  - The lost Ticket, or the relevant part of it, has not been used, refunded or replaced (except if this use, refund or replacement was for a third party and this was a negligent act by us).
  - The person to whom the refund is to be paid agrees, in the form we indicate, to return to us the amount refunded in case of fraud or if the Ticket or part of it is used by a third party (except if this fraud or use by a third party was due to a negligent act by us).

### **11.5 RIGHT TO REFUSE REFUNDS**

The Company reserves the right to refuse refunds in cases allowed by the regulations in force, especially in the following cases.

- 11.5.1 Refunds requested for tickets that have expired.
- 11.5.2 Refunds requested for tickets that were refused for travel in accordance with the applicable regulations.
- 11.5.3. In cases where the Ticket was not refundable.
- 11.5.4 Refunds requested for falsified tickets.
- 11.5.5 Refunds requested for stolen tickets.
- 11.5.6 In all of the circumstances envisaged in article 7.1 and 7.2. for cases of denial of boarding and in those cases where Passengers are prohibited from accessing our flights due to their conduct on a previous flight.
- 11.5.7 In any case where the Passenger does not comply with any applicable regulations or the pertinent administrative requirements.

### **11.6. CURRENCY**

We reserve the right to refund the amount by the same means and in the same currency used originally to pay for the Ticket.

### **11.7 SOURCE OF TICKET REFUND**

Voluntary refunds may only be paid by the carrier that originally issued the Ticket or by an agent duly authorised by the former.

### **11.8 NON-REFUNDABLE CHARTER TICKETS**

Charter Tickets sold as part of travel packages or as a result of single seat agreements are not refundable under any circumstance.

## **ARTICLE 12: CONDUCT ABOARD AIRCRAFT**

### **12.1 GENERAL**

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their

duties, or fail to comply with any instruction from the crew, including but not limited to those regarding smoking, alcohol or drug consumption, or behave in a manner that causes discomfort, inconvenience, damage or injury to other Passengers or the crew, we may take such measures we deem necessary to prevent continuation of such conduct, including restraint. We may disembark you from the aircraft or prevent you from continuing your journey at any point on the journey and we will take all appropriate legal measures for any offences we deem you committed aboard the aircraft.

## **12.2 PAYMENT OF COSTS FOR DIVERSION**

If, as a result of your conduct, of the type considered in article 12.1, we decide, at our complete discretion, to divert the aircraft in order to land to disembark you, you will be required to pay all the costs resulting from this diversion.

## **12.3 ELECTRONIC DEVICES**

For safety reasons, we may prohibit or limit operation aboard the aircraft of any electronic equipment, including, but not limited to, cellular telephones, laptop computers, tablets, recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. As a general rule, operation of hearing aids and heart pacemakers is permitted.

## **ARTICLE 13: ADMINISTRATIVE FORMALITIES**

### **13.1 GENERAL**

- 13.1.1 You are responsible for obtaining all required visas and travel documents demanded by the laws, regulations, orders, demands and travel requirements of countries to which you are to travel or through which you are to pass.
- 13.1.2 We will not be liable for the consequences to any Passenger resulting from their failure to obtain such documents or visas or their failure to comply with the above laws, regulations, orders, demands, requirements, rules or instructions.

### **13.2 TRAVEL DOCUMENTS**

Before travelling you must present all entry, exit, health and other documents demanded by reason of any law, regulation, order, demand or other requirement of the country or countries concerned, and permit us to take and retain copies of them. We reserve the right to refuse to carry you if you do not comply with these requirements or if your documents do not appear to be in order.

### **13.3 REFUSAL OF ENTRY**

If you are refused entry to any country, you will be responsible for paying any fines or charges imposed on us by the government concerned, and the cost deriving from transporting you from that country. The fare you have paid for carriage to the point where entry was refused or prohibited will not be subject to refund by us.

### **13.4 PASSENGER'S RESPONSIBILITY FOR FINES, DETENTION COSTS, ETC.**

If we are obliged to pay any fine or penalty, or incur any charge due to your failure to comply with the laws, regulations, orders, demands or other travel requirements of the countries concerned, or to present the documents demanded, you must reimburse us on demand with

the full amount thus paid and all resulting costs. We may deduct this payment from the value of all unused carriage considered on your Ticket, or any of your funds in our possession.

### **13.5 CUSTOMS INSPECTION**

If required, you must attend inspection of your Baggage by customs or other government representatives. We will not be liable to you for any harm or loss you may suffer during such inspections or as a result of your failure to comply with this requirement.

### **13.6 SECURITY INSPECTION**

You must submit to the security checks considered appropriate by the authorities, airports, other Carriers or us.

## **ARTICLE 14: CARRIAGE BY SUBSEQUENT CARRIERS**

The carriage to be performed by us and other Carriers by reason of one Ticket or Conjunction Ticket are considered to be a single operation for the purposes of the Convention. In any event, please see article 15.5.1.

## **ARTICLE 15: LIABILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE**

### **15.1 SCOPE OF APPLICATION**

The liability of the Company and that of each carrier involved in your journey will be determined according to its own carriage terms and conditions. Our provisions on liability are those specified in the following sections.

### **15.2 APPLICABLE LEGISLATION**

The Convention, where applicable; and the other Applicable Regulations.

### **15.3 GENERAL CONSIDERATIONS**

- 15.3.1 The Company will only be liable for any harm or loss Passengers may suffer that is directly attributable to it due to its fault or negligence. Under no circumstances will we be liable for indirect or incidental losses, or any other non-compensatory losses, or for any damage due to the fault or negligence of the Passenger. We will also not be liable for any illness, injury or disability, including death, that is attributable to your physical condition or the worsening of that condition.
- 15.3.2 We will not be liable for any damage deriving from our compliance or your failure to comply with the applicable laws or government regulations.
- 15.3.4 The contract of carriage, including these carriage terms and conditions and exclusions and limits to liability, applies to our Authorised Agents, workers, employees, directors and representatives to the same extent as they apply to us. The total amount that you recover jointly from us and such Authorised Agents, representatives and persons will not exceed the amount of our own liability, if applicable.
- 15.3.5 Nothing of that laid down in these Carriage Terms and Conditions will constitute a disclaimer of any exclusion or limitation of liability or defence available to us under the Convention, the Applicable Regulations or the laws in force against any public social security organisation or person responsible for the payment of compensation or

having paid such compensation in relation to the death, injury or physical harm of other type suffered by a Passenger.

- 15.3.6 We will only be liable for damage caused during carriage on flights directed by us, if we are legally liable to you by reason of that flight, and only to the degree that we have such legal liability.
- 15.3.7 Any liability claims lodged against the Company must be filed by the deadlines specified in the Conventions and the Applicable Regulations.

#### **15.4 PERSONAL INJURY**

- 15.4.1 We will not limit our liability for harm suffered in case of death, injury or physical harm to a Passenger in cases of accidents on board the aircraft or in boarding or disembarking operations, except in those matters stipulated under the Applicable Regulations.
- 15.4.2 Clause 15.4.1 notwithstanding, the Company will not be liable for any cases occurring due exclusively to the fault or negligence of the deceased person or the person who suffered the harm or personal injury.
- 15.4.3 In the case of damages, a limit of 113,100 Special Drawing Rights or their equivalent is established per Passenger. We will not exclude or limit our liability up to this amount. For claims above this limit, the Company may challenge the claimed amount, demonstrating that all of the necessary measures have been taken to prevent the damage, or that adopting these measures with all legally required care was impossible both for us and our Authorised Agents.
- 15.4.4 The restitution amount paid by the Company will compensate the portion not covered by public or assimilated institutional social security.
- 15.4.5 With the greatest care and in any case not later than fifteen days after identifying the individual entitled to compensation, we will make the necessary advance payments to meet immediate economic needs, proportionate to the hardship suffered. No advance payment will be less than 16,000 Special Drawing Rights per Passenger in case of death.
- 15.4.6 No advance payment will constitute recognition of liability and it may be offset against any subsequent sums paid by us, but will not be refundable, except in the cases described in article 20 of the Montreal Convention or in circumstances where it is subsequently proven that the person who received the advance payment caused or contributed to the damage by negligence or was not the person entitled to compensation.

#### **15.5 BAGGAGE**

- 15.5.1 We will have no liability whatsoever for damage caused to unchecked baggage, unless directly caused by an act of negligence by us.
- 15.5.2 Unless an act or omission is intended to cause damage or is performed recklessly and in the knowledge that there is a significant likelihood of causing damage, our liability for damage to checked-in baggage is limited to that laid down by the Convention, which, for the majority of cases, sets a limit of 1,131 Special Drawing

Rights per Passenger, although, when different limits to liability may exist due to the applicable legislation, those limits will apply.

- 15.5.3 We will not be liable for damage caused by your Baggage. You will be responsible for any damage your Baggage may cause to other persons or property, including our property.
- 15.5.4 We will have no liability whatsoever for damage to articles not permitted to be contained in Checked-In Baggage under article 9.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, silverware, computers, personal electronic devices, negotiable documents, securities, or other valuable items, commercial documents, passports and other identification documents or samples.
- 15.5.5 In the event of claims for damaged or lost checked Baggage, you must notify us of this using the corresponding baggage anomaly report, which is available to you at our booths open in airports. Claims for damaged Baggage must be submitted as quickly as possible and at least within seven (7) days of receiving the Baggage. The deadline for reporting lost Baggage is twenty-one (21) days. Under no circumstances will the Company be liable for scratches, stains, breakage of external elements such as wheels or handles, dents or similar, if the damage is not proven to be the fault of the Company.

## **ARTICLE 16: DATA PROTECTION AND PRIVACY POLICY**

WAMOS AIR acts as the personal data controller in cases where it sells tickets and has a contractual relationship with passengers. In cases where it acts solely as a carrier for a charterer, it will be considered as a data processor. However, in this privacy policy we have tried to address both situations in compliance with the relevant regulations.

**16.1 At the Company we are committed to protecting the personal information** you share with us, because we believe that it is crucial to guarantee and protect the privacy and confidentiality of your personal data in accordance with data protection legislation, especially the General Data Protection Regulation (Regulation [EU] 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC).

This statement will define the data protection and privacy policy for the information you provide us, so that you will be ensured that (i) you can request to have your personal data cancelled at any time so long as the legal requirements on data protection and preservation are met; (ii) we are committed to complying with our commitment to keep collected personal data secret, and with our duty to keep them and not communicate them to third parties without express consent from the data subject; (iii) we have adopted the necessary technical and organisational measures, taking into account the latest technology and the costs of application, and the nature, scope, context and purposes of the data processing, in addition to considering the variable severity and likelihood risks for individual rights and liberties, to ensure a level of security that is appropriate for the detected risk, whilst also ensuring that personal data are pseudonymised and encrypted, guaranteeing the permanent confidentiality, integrity, availability and resilience of the processing systems and services.

## **16.2 The purpose of collecting, processing and using personal data**

Except for the cases described in section 16.12 of this privacy policy on "processing data for access to the website", your personal data may only be collected and used if you provide them to us voluntarily.

To this end, your personal data will be collected for the following purposes:

- To perform the contracts entered into with charterers
- To issue air carriage tickets and reservations, and to manage, expand and improve our services, and to send out technical and operational information on service changes via email or through other equivalent channels (changes in schedules or operations, cancellations, etc.).
- To comply with the identification obligations required by law enforcement, airport and customs authorities (among others) that are necessary for satisfying the air carriage contract.
- To be able to complete all the formalities necessary to satisfy the purchased air carriage service, and to provide ticket administration and customer service.
- Moreover, if you purchased your flight as part of a holiday package, your personal data will be used to comply with and maintain the contractual relationship, for the same purposes described above.
- To conduct customer satisfaction surveys to improve the services we furnish and to prepare commercial offers.
- Health data: We may collect health data to comply with the service agreement, for example in order to offer you in-flight meals that are compatible with your health status. Health data will not be shared with third parties except where legally required or in pursuit of the legitimate interest of the Company, a third party, or yourself. If you have not provided health data, the Company reserves the right to deny you the corresponding aspect of the service.
- To verify bank account or credit/debit card information.
- To comply with security requirements.
- Analysis of fraudulent actions by passengers and compliance with legal or law enforcement requirements.
- To prepare and send out service invoices.
- When making reservations, the personal data of other passengers may be submitted. You should therefore ensure that you are providing this data with the consent of your travelling companions.
- To send out commercial information and newsletters, if the passenger has expressly consented to the provisions of this clause.

## **16.3 Transfers of purchase data**

In cases where WAMOS AIR sells a ticket or holiday package, it must necessarily communicate your personal data to various product and service providers (in the case of holiday packages,



sending the declaration to other air carriers, tour operators, hotels and recipients and any other service providers necessary for executing the agreement), who will be required to use the data for the sole and exclusive purpose of complying with the agreement, all in accordance with contracts signed for such ends.

The personal data of children and adolescents (minors under 13) are only collected, stored and used for the purposes of executing the agreement.

On the other hand, there are times where we will have to share the personal data from your reservation with customs departments or other authorities from the destinations we fly to so that you will be entitled to enter them.

#### **16.4 Retention time for purchase data**

The personal data you provide over the course of the purchase process will be retained so long as there is still a contractual relationship between the parties, and for five years.

#### **16.5 Legal basis for processing**

The legal basis for processing your personal data, with regard to the purposes described above, is the execution of the signed carriage contract (Royal Legislative Decree 1/2007 of 16 November that approved the Consolidated text of the Spanish Consumer Act and other complementary laws).

#### **16.6 Newsletter and subsequent advertising**

If you would like to receive our newsletter and our commercial offers, you will have to register with us and provide us a current assigned email address where we can verify that you are the applicant and that the address is your own. By accepting this privacy policy for receiving communications, users expressly consent to have their personal contact data added to our systems for these purposes.

#### **16.7 Timeframe for unsubscribing from commercial communications once consent is revoked**

Users who exercise their rights of erasure or who revoke their consent will have their collected data deleted by the Company within a maximum of 72 hours.

#### **16.8 Legal basis for processing**

The legal basis for processing your personal data with regard to the purposes described above is the consent users have given by accepting the privacy policy for receiving communications.

#### **16.9 Automated decisions**

Where it has received users' express and unequivocal consent, the Company will make automated decisions, including creating profiles, in order to provide information on products and services based on the circumstances of users and the market.

#### **16.10 Purposes other than collection**

If the personal data are scheduled to be processed for a purpose other than the purpose for which they were collected, information on this other purpose will be provided before this subsequent processing, together with any additional pertinent information so that users may grant express and unequivocal consent.

#### **16.11 Data processed to make it possible to use the website**

Whenever you visit one of our websites, we collect the data we need so that you can access them (usage data). This includes your IP address, data on the start, end and purpose of your visit to the website, and possibly identifying data (for example, data on when you started your session if you logged-in in the private area). These data are used for providing and designing the basic service based on each user's needs, and they are deleted as soon as they are no longer needed.

#### **16.12 Cookies**

If you visit our websites, information may be stored on your local device in the form of cookies. Cookies are small text files that a web server sends to your browser, and that are stored on your device. This allows us to recognise you if you visit the website repeatedly. This way we can ensure the website works optimally and, for example, that you do not have to log in repeatedly. For further information on the cookies we use, please see our [Cookies policy](#).

#### **16.13 User profiles with pseudonyms for advertising and market research (web analysis and tracking)**

The Company uses web tracking systems for advertising, for market studies and to make its websites as pleasant as possible. In this regard, the data on the use of our website is stored in pseudonymised user profiles. This allows us to make our websites even more developed and to adapt their content to your needs. Furthermore, the usage profiles are used for what is known as redirection. This allows the Company to publish interesting offers and insert them into other websites you visit. The pseudonymous usage profiles are not combined with personal data.

You may oppose the creation of pseudonymous usage profiles. On one hand, you can block the cookies settings in your browser. On the other hand, there are certain add-ons you can install in your browser to protect your privacy by blocking tracking.

#### **16.14 Communication of data to third parties**

Unless you have provided express, unequivocal consent, your health data will not be shared with third parties except where legally ordered or required, or in pursuit of the legitimate interest of the Company, a third party, or yourself.

#### **16.15 Data transfers outside of the EU (European Union)**

Insofar as necessary for our purposes, we also communicate your purchase data to recipients who do not belong to the EU, ensuring that the party receiving the data guarantees an adequate level of data protection and that no other legitimate interest is opposed to the data being transferred. To ensure these data recipients have an adequate level of protection, we use the EU Commission's template contract for personal data transfers to third countries.

#### **16.16 Data security**

The Company has implemented the necessary technical and organisational measures, taking into account the latest technology and the costs of application, and the nature, scope, context and purposes of the data processing, in addition to considering the variable severity and likelihood risks for individual rights and liberties, to ensure a level of security that is appropriate for the detected risk, whilst also ensuring that personal data are pseudonymised and encrypted, guaranteeing the permanent confidentiality, integrity, availability and resilience of the processing systems and services.

All of our employees and associates and everyone involved in processing the personal data are required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and with all other relevant laws on data protection and confidential handling of personal data.

We use a secure transfer method to protect our users' personal information (Secure Socket Layer - SSL). SSL encryption guarantees the encryption and integrity of your data.

#### **16.17 Exercising rights of access, rectification, cancellation and opposition**

You are informed that, insofar as the legal requirements have been met, you have the right to free confirmation of whether the Company is processing personal data that affect you. As a data subject, you have the right to access your personal data, and to request to have any imprecise data rectified, or if applicable, to request to have them erased for reasons such as the data no longer being necessary for the purposes for which they were collected. You may also request to have the processing of your data restricted. In this case, we will only retain them to exercise or defend against any claims, or for prevailing legitimate purposes.

You may also oppose the handling of your data in certain circumstances and for reasons related to your specific situation. The Company will stop processing the data, except where legitimate purposes prevail, or to exercise or defend against possible claims.

In all communications sent for advertising purposes, you will be able to exercise your right of opposition. If you have granted data protection consent, you may revoke it any time, effective in the future.

You may exercise these rights by sending written notice with the subject "GDPR Rights" to the company at its headquarters at C/Mahonia, 2 (28043), Madrid, attaching a copy of your official identification document, or by sending an email to THE COMPANY's data protection officer at (dpo@wamosair.com).

#### **16.18 Filing claims with the data protection authority**

Users may send any claims related to the processing of their personal data to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

### **ARTICLE 17: ONLINE CONFLICT RESOLUTION PLATFORM**

The European Commission has launched a single, free Online Dispute Resolution (ODR) platform to help consumers and businesses resolve disputes relating to online transactions and contracts. Its creation and development is regulated by the European Parliament Regulation EU 524/2013, which in turn is based on the Alternative Dispute Resolution (ADR) Regulation.

The platform allows consumers and traders in the European Union to submit complaints by filling in an electronic form available in all official languages, with the option to attach relevant documents. It is an additional form of dispute resolution that does not replace the possibility of going to court.

The procedure consists of channelling national disputes to Alternative Dispute Resolution (ADR) bodies that are connected to the platform and have been selected by the Member States on the basis of quality criteria and notified to the Commission. For this purpose, the European Consumer Centre CEC, attached to the Spanish Agency for Consumer Affairs, Food

Safety and Nutrition (AECOSAN), has been designated as the platform's contact point in Spain. The CEC will provide assistance and support for submitting complaints through the platform upon request.

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>

#### **ARTICLE 18: ALTERNATIVE DISPUTE RESOLUTION FOR AIR CARRIAGE USERS (ADR)**

In compliance with European regulations, Spanish Ministerial Order TMA/201/2022, of 14 March, has been published regulating the procedure for alternative dispute resolution for air carriage users on the rights recognised in the European Union regarding compensation and assistance in the event of denied boarding, cancellations and delays, and in relation to the rights of disabled persons and persons with reduced mobility. This procedure is applicable to incidents that occurred after 06/02/2023.

In accordance with this alternative dispute resolution procedure, we inform you of the following rights that assist all passengers who maintain a contractual relationship and a flight ticket issued by Wamos Air, S.A.:

- Passengers are entitled to claim against the airline for a period of five (5) years from the day the incident (for cases of denied boarding, cancellation or long delay, as well as in relation to the rights of people with disabilities or reduced mobility).
- Passengers may submit their claim to the Spanish Aviation Safety Agency under the terms provided in article 40.2 of Law 7/2017, of November 2<sup>nd</sup>.
- The airline must acknowledge receipt of the presentation of the previous claim and respond to the previous claim as soon as possible and, in any case, within a maximum period of one month from its presentation.
- When the resolution of the previous claim is not totally satisfactory for the passenger, or within a maximum period of one month from the date of presentation of the previous claim, if it has not been responded, passengers will have the possibility to appeal, to the resolution of the conflict, before the Spanish Aviation Safety Agency, as an accredited entity for the alternative resolution of air transport disputes in which the Regulations of the European Union on the protection of air transport users are applicable (Reg. (CE) 261/2004 and Reg. (CE) 1107/2006) being expressly excluded from this procedure claims about luggage, damages and clauses of the transport contract.
- It is cause for inadmissibility of the claim before AESA its presentation once a period of one year has elapsed from the presentation of the previous claim.
- The decision adopted by AESA after the arbitration is mandatory for the company.
- All information is available to passengers on the AESA website:  
<https://www.seguridadaerea.gob.es/>
- The passenger have at their disposal a claim form issued by AESA in order to be able to easily submit your claim:

[https://www.seguridadaerea.gob.es/sites/default/files/aesa\\_formulario\\_reclamacion\\_cia.pdf](https://www.seguridadaerea.gob.es/sites/default/files/aesa_formulario_reclamacion_cia.pdf)

#### **ARTICLE 19: ETHICAL CHANNEL**

In compliance with the provisions of Law 2/2023, of February 20<sup>th</sup>, WAMOS AIR, S.A. has an ethical channel accessible to employees, suppliers, shareholders, suppliers, job candidates, and any other affected by a reported infringement, through the following link: <https://wamos.i2-ethics.com/>

#### **ARTICLE 20: OTHER PROVISIONS**

- 20.1 The title of each article in these Carriage Terms and Conditions is for convenience only and is not to be used to interpret the text.
- 20.2 The declaration that any of the clauses of this contract will not affect the validity of the rest of the contract that is not affected.
- 20.3. These terms and conditions will be governed by Spanish law. Any disputes that may arise regarding their interpretation will be subject to the exclusive jurisdiction of the courts of Spain.

***These standard terms of carriage were last modified in December 2024***